

**Project Name: UNIVERSITY OF CALIFORNIA, MERCED  
CLASSROOM & ACADEMIC OFFICE BUILDING**  
**Project No.: 900290**

**ADDENDUM NO. 1**

to the

**CONTRACT DOCUMENTS**

**March 22, 2013**

**BIDS DUE**

**March 28, 2013**

- I. Bidder acknowledges that it is the Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda. Bidder therefore agrees to be bound by all Addenda that have been issued for this bid.

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The following changes, additions, or deletions shall be made to the following documents as indicated and all other Contract Documents shall remain the same.

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### III. CLARIFICATIONS

#### A. PRE-BID QUESTIONS

1. Q: Please provide the project assumed start date for use in developing the projects Alternate #1, "Provide Substantial Completion for entire Project by July 15, 2015."

A: Revise Alternate 1 description to state "Provide Substantial Completion for entire Project by ~~July 15, 2015~~ within 560 days."

2. Q: Per the bid Form, Section 7.0, please clarify the wording "Daily Rate for Compensation for Compensable delays with two options". We only see one option and that is the dollar rate we are to list. Please explain the second option?

A: Revise Section 7.0 header to state "Daily Rate for Compensable Delays ~~with Two Options~~"

3. Q: The project documents clearly outline liquidated damages relating to the project "completion", both prior to Substantial Completion and then after, with differing amounts listed. What are these penalties referencing, final completion, or another milestone? If this is final completion this leverages from final payment from the University, which is not in the control of the contractor. Please explain the requirements of the desired milestones and the associated L.D.'s

A: Please reference section 9.7 of the General Conditions.

4. Q: Please confirm that the compensable Delays listed in the project documents are only for the General Contractors costs as outlined in their proposal and do not include ANY other costs especially that of the subcontractors or suppliers, as listed on the bid form Section 7/1 Paragraph 3.

A: Bid Form shall remain as is. Compensable Delay Rate "to include without limitation all subcontractors added by Contract Amendment".

5. Q: Please refer to General Conditions; Section 1.1.10- CM/ Contractors Base Fee- Subsection .7- Please clarify that; if additional resources are required to assist the University and those resources are not located on the project site, these services cannot be billed for as added services and are to be included in the project fee. This is a very broad statement and may not be in the best interest of the University, as these services are typically required on technical reviews of CM at Risk efforts. Please clarify the intent of this statement.

A: Please reference section 2.2.4 of Exhibit 37: Scope of Work for cost estimating scope. Modify section 2.2.4 of Exhibit 37 to state: "Contractor shall be prepared to perform ~~a minimum of two~~ (2) Cost estimates...".

6. Q: Please refer to General Conditions; Section 1.1.10- CM/ Contractors Base Fee- Subsection .16- it states that “All costs of Subcontractor Performance or Payment Bonds, or insurance in lieu thereof.” This would imply that the fee of services are to include bonds of subcontractors who have not bid as of yet, and, under the California Public bidding code are not able to be selected and negotiated with by the CM at Risk. As such, the CM at Risk has no control over the financial health of the low bidder, nor their assumed bonding cost on this project at this time of our bid/ selection.

A: Section 1.1.10 subsection .16 of the General Conditions refers to subcontractors included in the Construction Manager at Risk Bid Form, not the subcontractors added by Contract Amendment.

7. Q: Please refer to General Conditions; Section 3.6 Permits, Fees and Notices- Please list any and all permits, approval, government fees, licenses and inspections required for this project. It is assumed that the University would pay for these expenses out of their soft cost budget, especially all costs of inspections for the project, as this is typically viewed as a clearly conflict of interest when the Contractor hires/ pays for inspections, or the hiring of special inspectors. Please clarify.

A: Please reference section 2.1.2 of the General Conditions.

8. Q: Please refer to General Conditions; Section 7.3.3, Please confirm the wording “Cost of extra work shall not include any of the following:”, please add, unless it is included in the Bid Form under Section 7.0, Daily Rate for Compensation for Compensable delays with two options”. \

A: Section shall remain as is. Please reference section 8.5 of the General Conditions.

9. Q: Please refer to Supplementary General Conditions, Section 1, Subsection 3.9.9.1 and 3.9.9.2 both have 10 days for approval from various University departments. This is in addition to the 5 days listed in 3.9.10. Therefore, is the CM at Risk to assume a full 25 days of University approval prior to issuance of any bid package, or scope of work. This may be schedule prohibitive and will need monitoring and acceleration. Please confirm.

A: To clarify: Section 1 subsection 3.9.9.1 of the Supplementary General Conditions refers to days required for work activity prior to bid for “Department of Finance Approval to Bid”. Section 1 subsection 3.9.9.2 of the Supplementary General Conditions refers to days required for activity after bid for “Department of Finance Approval to Award”. Section 1 subsection 3.9.10 of the Supplementary General Conditions refers to days required for work activity after bid for bid protest period and University approval of Bid Package Certification(s) (see Exhibit 34). Therefore, the CM at Risk is to assume days required in 3.9.9.1 **prior** to bid, and 3.9.9.2 + 3.9.10 **after** bid. Sections shall remain as is.

10. Q: Per the Supplementary General Conditions, only Payment and Performance Bonds are required for Phase 1 initially on this project. Does Section 11.3.6 infer that we as a General Contractor at Risk to include the Premiums of the whole project bond in our base fee? If so, are we to break out this cost, for review?

A: Reference section 11.3.3 of General Conditions. CM at Risk to include Payment and Performance Bond premiums for the Anticipated Contract Value (see section 3.A of Supplementary Instructions to Bidders) in Base Fee.

11. Q: Per the Supplementary General Conditions, only Payment and Performance Bonds are required for Phase 1 initially on this project. Section 11.3.7, in reference to the Liquidated Damages as outlined in subsection .1 - .3, how would these “fines and penalties” be assessed? The CM at Risk may have no control over these fines and penalties and how they are assessed. It is clear that once the work for Phase 1 is complete, Phase 2 may not be assigned by the University or others may be selected to complete. How can this be the CM’s sole responsibility, why their penalty? Please clarify.

A: Section 11.3.7 refers to penalties and fines that can be assessed by the University after Notice of Intent (see Exhibit 35) has been issued to CM at Risk, if the required documents are not received within 10 days of CM at Risk having received said Notice of Intent.

12. Q: Please refer to Exhibit 36- Key Personnel Schedule- there was discussion whether this document was to be included as part of the project bid. In addition, in Exhibit 17. Footnote “X”, there is a clear requirement that a full time laborer be required for this project for clean-up. Since this Exhibit #36 lists only a 5% labor, this is a contraction and is unrealistic, and not economical to have only 5% of any employee required for any scope of General Conditions on the project. As such, please confirm that this laborer for clean-up will be 100% for the project.

A: To clarify, Exhibit 36 lists the Safety Coordinator at 5%, not a laborer. This function/percentage shall remain as is. Exhibit 36 Key Personnel table to be modified as follows: include 1 Laborer for Phase 2 at 100%.

13. Q: Exhibit #37- Scope of Work, The following are Scope of work items referenced in with the following notes: General Information – Paragraph 1 – Please clarify what scopes are required of the Subcontractors, Owner and General Contractor, as this first paragraph of this section states all work, and if read literally, would have the CM at Risk own all this work in their package being bid. Please confirm this is not your understanding of scope.

A: The General Information of Exhibit 37 Scope of Work is intended as an overview of the entire project’s scope, which the CM at Risk will be required to manage, coordinate, etc. For CM at Risk scope of work specific, please refer to Articles 1 through 3 of Exhibit 37 Scope of Work.

14. Q: Exhibit #37- Scope of Work ,The following are Scope of work items referenced in with the following notes: Section 3.7.1 – Sentence #2. The verbiage states that the “CM/Contractor Provided General Conditions to Subcontractors shall be included with all Bid Packages”. It is out contention that in its current state, this document has many inconsistencies and contradicts other directives of the contract and is in a difficult to understand format, as such, it needs to be modified and validated prior to be included in any contractual document. As such, please confirm that a

complete listing, that is mutually agreed to by the CM at Risk and the University is to be included in the bid documents to subcontractors. Please confirm this is an acceptable plan.

A: Section 3.7.1 of Exhibit 37 Scope of Work shall remain as is. See modifications to Exhibit 38 CM/Contractor Provided General Conditions to Subcontractors attached.

15. Q: Exhibit #37- Scope of Work ,The following are Scope of work items referenced in with the following notes: Section 3.10.1 – Temporary Utilities shall be provided by CM/Contractor. It goes on to say that the “labor and materials for hook-up and disconnection, relocation,...” All scopes that we are not considered experts (plumbing, electrical, utilities, etc.) are not fully licensed to perform, and may have to get permits, budgets from secondary subcontractors, or forcing the successful subcontractor for these scopes to take advantage of the GC’s situation. These scopes are not defined as of current, are not best performed by the Generals and should be a part of a bid package for the specific scopes of work. Please review and advise.

A: CM at Risk is only responsible for the General Conditions as specified in Exhibit 38 CM/Contractor Provided General Conditions to Subcontractors. See modifications to Exhibit 38 attached.

16. Q: Exhibit #37- Scope of Work ,The following are Scope of work items referenced in with the following notes: Section 3.13.1 Clean-up, per Question [12] above, please explain requirements of labor for clean up and clean up management.

A: Please reference note W and X of Exhibit 38 CM/Contractor Provided General Conditions to Subcontractors. Section 3.13.1 is modified to state “All other clean up and items listed in CM/Contractor Provided General Conditions Exhibit ~~such as but not limited to final clean up, trash and debris disposal, glass cleaning, trash chutes, street cleaning~~ shall be the direct responsibility of the CM/Contractor and not transferred to its Subcontractors.”

17. Q: Exhibit #37- Scope of Work ,The following are Scope of work items referenced in with the following notes: Please explain that small tools required are for CM/GC at Risks scopes only and not for subs work.

A: As stated in section 3.14.1 of Exhibit 37 Scope of Work, small tools are for portion of Construction Work to be performed by the CM/Contractor.

18. Q: Exhibit #38/ (Footer calls it Exhibit #17)- CM/ Contractor Provided General Conditions to Subcontractors, the following questions pertain to this document, and are as follows: Layout/Survey states N/A in the table.

A: See response to Question 15.

19. Q: Exhibit #38/ (Footer calls it Exhibit #17)- CM/ Contractor Provided General Conditions to Subcontractors, the following questions pertain to this document, and are as follows: Offices – Please confirm that ADA ramps and accesses are also not required for subs trailers/Footnote “O”.

A: Confirmed, CM at Risk is not required to provide ADA ramps and accesses to sub-provided trailers.

20. Q: Exhibit #38/ (Footer calls it Exhibit #17)- CM/ Contractor Provided General Conditions to Subcontractors, the following questions pertain to this document, and are as follows: Temporary Facilities & Temporary Construction – Referenced in Exhibit 37, only safety and first aid listed on table. Seems more is desired in Exhibit 37. Please clarify.

A: See response to Question 15.

21. Q: Exhibit #38/ (Footer calls it Exhibit #17)- CM/ Contractor Provided General Conditions to Subcontractors, the following questions pertain to this document, and are as follows: Temp protection, temp utilities, material handling and hoisting, all N/A on table, but expressed in Exhibit 37, and in footnotes not reference. Please confirm.

A: See response to Question 15.

22. Q: Exhibit #38/ (Footer calls it Exhibit #17)- CM/ Contractor Provided General Conditions to Subcontractors, the following questions pertain to this document, and are as follows: Clean up, footnotes W and X does not meet the table in Exhibit 36. Please confirm.

A: Section 3.4.2 of Exhibit 37 Scope of Work is modified as follows: included 1 Laborer for Phase 2 at 100%.

23. Q: Exhibit #38/ (Footer calls it Exhibit #17)- CM/ Contractor Provided General Conditions to Subcontractors, the following questions pertain to this document, and are as follows: Footnote “P” – provide temp lighted pedestrian access as required. Please define scope. It would be assumed that no pedestrian access to the site will be allowed. Please provide scope.

A: See response to Question 15.

24. Q: Exhibit #38/ (Footer calls it Exhibit #17)- CM/ Contractor Provided General Conditions to Subcontractors, the following questions pertain to this document, and are as follows: Footnote “S” – per table all layout and survey “N/A”, therefore Note S is contradictory, unless this scope to be bid and included as a subcontract trade.

A: See response to Question 15.

25. Q: Exhibit #38/ (Footer calls it Exhibit #17)- CM/ Contractor Provided General Conditions to Subcontractors, the following questions pertain to this document, and are as follows: Footnote “SL” not listed in Temp facilities/Temp Construction part of table. Please confirm if this is to be included in GC’s. Can you estimate duration required?

A: See response to Questions 15.

26. Q: Exhibit #38/ (Footer calls it Exhibit #17)- CM/ Contractor Provided General Conditions to Subcontractors, the following questions pertain to this document, and are as follows: Footnote “SW” – no definition listed. What is this, if GC to provide for duration of project?

A: See response to Question 15.

27. Q: Exhibit #38/ (Footer calls it Exhibit #17)- CM/ Contractor Provided General Conditions to Subcontractors, the following questions pertain to this document, and are as follows: Footnote “SWP” – does the University have a scope for the Storm Water Prevention Plan (SWPPP) for us to bid and include. If not, please provide a summary scope to allow understanding of what is to be provided in the GC’s, or it can be easily added as a sub bid package. Direction?

A: See response to Question 15.

28. Q: Exhibit #38/ (Footer calls it Exhibit #17)- CM/ Contractor Provided General Conditions to Subcontractors, the following questions pertain to this document, and are as follows: Footnote “TP” – please provide locations and desired detail for tree protection, or it can be included in Earthwork scope and maintained by GC. Advise.

A: See response to Question 15.

29. Q: Exhibit #38/ (Footer calls it Exhibit #17)- CM/ Contractor Provided General Conditions to Subcontractors, the following questions pertain to this document, and are as follows: Footnote “X” – is not referenced in any other area of requirements, but seems necessary and important. Please clarify need and where to include.

A: See response to Question 15.

30. Q: Special Requirements- the following questions pertain to this document, and are as follows: Section 1.[7] – Traffic Control, subsection B – What is traffic plan for this work. A scope/plan will need to be provided to adequately quote this work and the required barricades, lights and other misc. equipment outlined. Please forward.

A: See Allowance 1 – Traffic Control attached.

31. Q: Special Requirements- the following questions pertain to this document, and are as follows: Section 1.10.H – Please add the words “known” to the last sentence after the work “all” and before “existing”.

A: Subsection 1.10.H of Section 01 35 00 Special Requirements shall remain as is.

32. Q: Special Requirements- the following questions pertain to this document, and are as follows: Section 1.21 – please confirm that the University will provide all bid documents to the CM/GC at Risk.

A: Modify subsection 1.21.A of Section 01 35 00 Special Requirements as follows “University will furnish to the CM/Contractor 1 set of Drawings and Specifications and 1 CD of Drawings and Specifications upon award of ~~the Contract~~ Option 2 – Phase 2 at no cost.” Add the following subsection 1.21.B to Section 01 35 00 Special Requirements: “University will furnish to the CM/Contractor 1 set of Drawings and Specifications and 1 CD of Drawings and Specifications for each major design milestone for which plan review and/or cost estimating services are required of the CM/Contractor per Article 2 of Exhibit 37 Scope of Work. If more than 1 set is required or if the CM/Contractor wants the Drawings in another size other than the size issued within the Design Documents, the CM/Contractor will pay the actual cost of reproduction for printing.”

33. Q: Special Requirements- the following questions pertain to this document, and are as follows: Section 1.22 – it is assumed that these will be no pedestrian entrances to these buildings while in construction, therefore this section is not necessary.

A: Subsection 1.22 of Section 01 35 00 Special Requirements shall remain as is.

34. Q: Section 015100 Temporary Utilities- the scope outlined in this section contradicts the scope of the various other exhibits and contract documents. Please validate and confirm what is required as part of the G.C.’s and what will be cost of work to the subs.

A: See response to Question 15. Section 01 51 00 Temporary Utilities shall remain as is.

35. Q: General Conditions – UCIP: Please include excess Aggregate limits renewal annually on both the GL and Excess policies – the summary shows GL only - The UCIP manual is silent and the excess is silent

A: General Conditions and all UCIP related documents included within Contract Documents shall remain as is.

36. Q: General Conditions 1.1.10 Base Fee .7 and .8 “Field Forces”. Please provide a definition of “Field Forces” as this is not included in the definitions.

A: Field Forces are non-Construction Management and/or non-administrative staff.

37. Q: General Conditions 1.1.10.16 “All costs of subcontractor performance or payment bonds, or insurance in lieu therefore of” are to be included in our bid. The costs of this aspect of the work will vary based upon how each general contractor approaches bid packaging and prequalification of subcontractors. The prequalification and bid packaging can be designed to reduce the cost to the contractor thus reducing their bid, but this may have an added net cost to the University by limiting the number of firms that are prequalified and thus increasing final bid costs through reduced competition. We would highly recommend that this be considered part of the subcontractor costs of work, thus removing the competitive incentive for general contractors to base their bid on an undefined prequalification process that could later be developed to limit the number of bidders due to prequalification criteria tied to bond rates.

A: See response to Question 6.



38. Q: General Conditions 1.1.36 Maximum Anticipated Contract Value. For the purposes of preparing our bid, we request a specific value to base our bid on, as certain items such as bonds and fee, are based on a percentage of the value of the work. Currently there is a significant range provided.

A: For the purposes of preparing a bid as noted above, Bidder is to use **Anticipated Contract Value** (see section 3.A of Supplementary Instructions to Bidders).

39. Q: General Conditions 3.1 As Builts. Typically subcontractors are responsible for the actual asbuilts, and the CM/general contractor manages this process. Please clarify that this is the intent of this section.

A: Section 3.1 of the General Conditions shall remain as is.

40. Q: Section 01 31 00, 1.1.B.2.b.2: Ambiguous as to what has to be modeled by the CM/Contractor – it could be quite a bit of work.

A: Section 01 31 00 Project Coordination shall remain as is. The University anticipates that modeling will require considerable effort as a complete and comprehensive building information model is expected for this project.

41. Q: Bid Form Daily Rate. As discussed at the pre-bid meeting, please confirm that this DAILY RATE does NOT include costs that subcontractors may have for compensable delays caused by the University. If this is correct, please strike the words "direct or indirect" and all reference to subcontractors, suppliers, and "without limitation".

A: To clarify, pre-bid meeting discussion did not modify the daily rate language on the Bid Form. See response to Question 2.

42. Q: Bid Form Additive Alternate 1. Please clarify if the basis of award will be on the base bid, or the base bid and alternate 1.

A: Please reference section 6.3.2 of Instructions to Bidders.

43. Q: Exhibit 37 Scope of Work 1.1.2. The use of the word ALL at the beginning of these statements with regard to ALL division 1 should be tempered as there are many specific tasks that the subcontractors are responsible within division 1, as a flow down of the overall contract to the subcontractors. This statement could cause a subcontractor to exclude important work they should be responsible for. Some examples follow: 01 25 00: "CM/contractor shall, at its sole cost, modify such products, ....." Here are products that are specified by the architect or engineers, that may have to be "modified" to be used to meet plan and specifications requirements. First, this puts considerable risk on the contractors where the responsibility to specify products that are compatible with the design should perhaps be with the design firm, as often the "non compatibility" cannot be determined until detailed submittal and coordination work takes place.

Should this clause not be modified during the value engineering process to be more collaborative, a situation could arise where a subcontractor bids per the specifications, and later determines that the specifications are not compatible with the design without significant cost....and then refers to this section and places the cost responsibility on the CM/contractor. The only way the CM/contractor can protect against this possibility is to be extremely conservative and cautious during the bid process...and this results in higher costs to the owner with little to no added value. 01 31 00: "CM/contractor shall coordinate the work and shall not delegate responsibility for coordination to any subcontractors." This statement conflicts with following statements regarding participation by subcontractors and could be interpreted by a subcontractor that they do not have to do essential coordination work ..... and A.6 states "CM/contractor must replace work....." Once again a flow down of the contract is intended but then negated leaving room for contractual disputes. 3.13.1: Street cleaning is included as by CM/contractor. We highly recommend that the site work and concrete subcontractors be held responsible for street cleaning for their work, as this clause gives them license to not concern themselves with what gets tracked on the street and the cost to clean up is beyond the contractor's control. 01 33 23: States CM/contractor shall prepare shop drawings.....while we know this is meant to be a flow down requirement the ALL statement might be problematic when it comes to our ability to enforce requirements for subcontractors to meet shop drawings requirements. 01 35 00: states "CM/contractor shall uncover, ....." Once again, this would normally be a flow down scope of work to the utility contractor....shall we include this in our bid? 01 41 00: the costs of engineering for shoring should be by the subcontractor providing the shoring. 01 51 00: Temporary utility costs are typically by the utility contractor as defined by completed drawings....how are we to determine these costs without completed drawings? 01 57 23: A majority of this scope of work would be included in the earthwork and utility contractor's scope of work, based upon completed design. This type of example will continue through out Division One. We do request the ALL language is modified to reflect the intended flow down of the contract to subcontractors.

A: Unless otherwise modified in this Addendum No. 1, all sections and subsections noted in the above question shall remain as is. See response to Question 15.

44. Q: Exhibit 38 CM/Contractor Provided General Conditions to Subcontractors. Please provide definitions for the letters such as CU, DC, E, etc. While most of these are somewhat clear, some are not such as SW. Item CU - final cleanup is typically a bid package that is bid out as direct work. Considering this work would be subcontracted for approximately two years from now, we request that this is not part of the bid. Once again, the scope of work for final cleaning should be defined in detail for competitive bidding. Item F appears somewhat contradictory as it says CM/contractor is responsible for overall protection of finished surfaces and later in the description it says subcontractors are responsible.... Item P is unclear as to what is desired, particularly considering item TE is by the electrical subcontractor. Item R is typically bought from the steel subcontractor and we request that this be stated as such. We would recommend that item MH be made a direct cost of the work as we think the University will get the best value for their money as this will not be contracted for until 2014 and what would serve the project and subcontractors best and have the lowest overall cost to the University can best be planned with more information. The lowest cost today without regard to what is best for the project and overall cost is what we are being asked to bid on.

A: See response to Question 15.

45. Q: Exhibit 38 CM/Contractor Provided General Conditions to Subcontractors. Item X says provide one laborer for the duration but then says flexibility "will be considered". From a lump sum bidding perspective, this seems ambiguous.

A: Strike the following statement from Note X on Exhibit 38 CM/Contractor Provided General Conditions to Subcontractors: ~~"If agreed to by the University's Representative, flexibility in scheduling during various phases of work will be considered."~~

46. Q: Confirm University will provide electricity free of charge per 01 51 00 1.4 as in other places it implies otherwise.

A: To clarify, subsection 1.4.A of section 01 51 00 Temporary Utilities states "University will **not** provide electricity free of charge" .

47. Q: Exhibit 38 CM/Contractor Provided General Conditions to Subcontractors. Note the table prior to the notes appears to contradict with the notes below for several items. For example, the man hoist is an N/A in the table but is required in the notes. Same applies for Temporary utilities.....

A: See response to Question 15.

IV. SPECIFICATIONS  
A. NONE

V. DRAWING SHEETS  
A. NONE

**UNIVERSITY OF CALIFORNIA, MERCED**

**By: University of California, Merced  
University's Representative**

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**Leon Waller**  
*Sr. Project Director*

**End of Addendum No. 1**

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S2.05	LANTERN ROOF FRAMING PLAN
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S3.02	TYPICAL CONCRETE DETAILS
S3.03	TYPICAL FOUNDATION DETAILS
S3.04	CONCRETE DETAILS
S4.00	BRACED FRAME ELEVATIONS
S4.01	MOMENT FRAME ELEVATIONS
S5.00	TYPICAL STEEL DETAILS
S5.01	TYPICAL STEEL DETAILS
S5.02	TYPICAL METAL DECK DETAILS
S5.03	TYPICAL METAL DECK DETAILS
S5.04	NON-FRAME STEEL COLUMN SCHEDULE & DETAILS
S5.09	MOMENT FRAME DETAILS
S8.01	REFERENCE ISOMETRIC VIEWS
M0.11	LEGEND, ABBREVIATIONS & SCHEDULES
M0.12	SCHEDULES
M0.13	SCHEDULES
M1.01	SITE PLAN – MECHANICAL
M2.11	FIRST FLOOR PLAN

M2.12	SECOND FLOOR PLAN
M2.13	THIRD FLOOR PLAN
M2.14	ROOF PLAN
M3.01	AIR FLOW DIAGRAM
M4.01	CHILLED WATER DIAGRAM
M4.02	HEATING HOT WATER PIPING DIAGRAM
P0.11	LEGEND, ABBREVIATIONS & SCHEDULES
P1.01	SITE PLAN – PLUMBING
P2.11	FIRST FLOOR – PLUMBING FLOOR PLAN
P2.12	SECOND FLOOR – PLUMBING FLOOR PLAN
P2.13	THIRD FLOOR – PLUMBING FLOOR PLAN
P2.14	ROOF – PLUMBING PLAN
E0.11	LEGEND, ABBREVIATIONS, GENERAL NOTES & DRAWING LIST
E0.12	SINGLE LINE DIAGRAM – 12KV DISTRIBUTION
E0.13	SINGE LINE / RISER DIAGRAM
E1.01	SITE PLAN – ELECTRICAL
E1.02	SITE PLAN – ELECTRICAL
E2.11	FIRST FLOOR – ELECTRICAL
E2.12	SECOND FLOOR – ELECTRICAL
E2.13	THIRD FLOOR – ELECTRICAL
T0.01	TECHNOLOGY TITLE SHEET
T0.10	RISER DIAGRAM PATHWAYS
T0.11	RISER DIAMGRAM GROUNDING ANALYSIS
T0.12	RISER DIAGRAM CABLING
T2.11	FIRST FLOOR PLAN

**ADVERTISEMENT FOR BIDS  
(AFTER PREQUALIFICATION)**

**CLASSROOM AND ACADEMIC OFFICE BUILDING  
PROJECT NO.: 900290  
UNIVERSITY OF CALIFORNIA, MERCED**

Subject to conditions prescribed by the University of California, Merced, sealed bids for a CM at Risk contract are invited for the following work: Classroom and Academic Office Building, Project Number: 900290.

**Description of Work:** The Classroom and Academic Office Building (CAOB) at UC Merced is a new approximately 51,000 ASF and 77,000 OGSF building with 104,000 square foot site development. This is proposed to be a three story, Type II, B construction, non-rated, fully sprinkled building. The building will house 120-seat, 150-seat and 210-feet sloped floor lecture halls, two 90-seat flat floor lecture halls, classrooms, dry laboratories, offices and other support spaces.

**Procedures:** Bidding Documents will be made available to the **Level 2 Prequalified** CM/Contractors on **Friday, March 1, 2013**. One complete set of bidding documents will be available free of charge. Contact ARC (Stockton Blue) at [www.stocktonblue.com](http://www.stocktonblue.com) (follow links to Planwell and Public Planroom) to order plans or call them at (209) 524-2924. Additional sets may be purchased at cost. A Planholder's List is available at ARC (Stockton Blue). Bid Results will be available on our website at <http://www.ucmerced.edu/community/rfprfq.asp> or by calling (209) 288-4479. Electronic documents will be available through the University's ShareFile at <https://ucmerced.sharefile.com/d/s20ff87e97de48a98>.

A MANDATORY Pre-Bid Conference will be conducted on Wednesday, March 13<sup>th</sup>, 2013, beginning promptly at 10:00 AM. Participants shall meet at Physical Planning, Design and Construction, at 767 E. Yosemite Avenue, Merced, CA 95340. If you need accommodations related to disabilities, please call Jessica Duffy (209) 228-4479 at least 3 working days prior to Pre-Bid Conference/Project Site Visit or Bid Opening.

Requests for clarification or interpretation of the Bidding Documents must be in writing and received by **Monday, March 18, 2013, at 4:00 P.M.** Questions received after the above-noted deadline may be answered at the discretion of the University's Representative. Questions may be emailed or faxed to:

Jessica Duffy – University of California, Merced  
Fax: (209) 228-4468  
Email: [jduffy2@ucmerced.edu](mailto:jduffy2@ucmerced.edu)



CLASSROOM AND ACADEMIC OFFICE BUILDING  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.: 900290

**Revisions, additions or deletions will be made by written addenda issued by Physical Planning Design & Construction.**

Bids will be received only at:  
**(Hand & Overnight delivery only)**

UNIVERSITY OF CALIFORNIA, MERCED  
**Physical Planning Design and Construction**  
**767 E Yosemite Ave., Bldg. B, Ste C**  
**Merced CA 95340**

Or by US Mail at:

UNIVERSITY OF CALIFORNIA, MERCED  
**Physical Planning Design and Construction**  
**5200 Lake Rd.**  
**Merced CA 95343**

Bids must be received before:

**2:00PM**  
**Tuesday, March 26, 2013**  
**Thursday, March 28, 2013**

Bid Security in the amount of 10% of the Anticipated Contract Amount shall accompany each Bid. The surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120)."

The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage rates at the location of the work. The successful Bidder shall have the appropriate current licenses issued by the State of California Contractors State License Board for the work to be performed

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

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

Bid Results will be available on our website at <http://www.ucmerced.edu/community/rfprfq.asp> or by calling (209) 228-4479.

Estimated construction cost: ~~\$38,895,000~~ **\$38,900,000**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
University of California, Merced  
March 1, 2013

July 25, 2011  
CM/Contractor: AFBAP

Advertisement for Bids (after prequalification)  
**Addendum No. 1**

CLASSROOM AND ACADEMIC OFFICE BUILDING  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.: 900290

**BID FORM**

FOR:

PROJECT NO.: 900290  
CLASSROOM AND ACADEMIC OFFICE BUILDING

UNIVERSITY OF CALIFORNIA  
MERCED CAMPUS, MERCED COUNTY  
MERCED, CALIFORNIA

BID TO:

PHYSICAL PLANNING, DESIGN & CONSTRUCTION  
UNIVERSITY OF CALIFORNIA, MERCED  
767 E. YOSEMITE AVE., SUITE C  
MERCED, CALIFORNIA 95340  
TELEPHONE: (209) 228-4479

BID FROM:

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

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

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

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

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

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

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) it, and all Subcontractors, regardless of tier, have the appropriate current and active Contractor's license required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder represents that the Key Personnel identified in its Prequalification submittal shall be the Bidder's personnel provided pursuant to the corresponding provisions of the contract, if the contract is awarded to the Bidder. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work for Phase 1 within 180 days after the date of commencement specified in the Notice to Proceed and to complete the Work for Phase 2 within 690 days after the date for commencement specified in the Notice to Proceed if the University exercises its Option for Phase 2.

2.0 ADDENDA

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

3.0 CONTRACT SUM – PHASE 1

The Contract Sum at time of award will be the Phase 1 Contract Sum. See Supplementary Instructions to Bidders for value.

4.0 OPTION SUM – PHASE 2

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(Place figures in appropriate boxes.)

Bidder includes in the Option Sum – Phase 2, the following allowances:

N/A

**Two Hundred Thousand (\$200,000) for Allowance No. 1 for Work identified in Section 01 21 00**

5.0 SELECTION OF APPARENT LOW BIDDER

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

6.0 UNIT PRICES - NONE

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS ~~WITH TWO OPTIONS~~

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work for Phase 2. **(MINIMUM AMOUNT ALLOWED IS \$1.00)**

\$ 

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 X 10 multiplier

(Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect, of the CM/Contractor and all subcontractors, suppliers, persons and entities under CM/Contractor on the Project, including without limitation all subcontractors added by Contract Amendment. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of compensable delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of compensable delay may be greater or lesser than the "multiplier" shown above.

8.0 ALTERNATES

In order for a Bid to be responsive, Bidder must submit bid of Alternates listed below. The failure to do so shall result in the Bid being rejected as non-responsive.

ADD ALTERNATE #1

DESCRIPTION: Provide Substantial Completion for the entire Project ~~by July 15, 2015~~ **within 560 days.**

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9.0 LIST OF SUBCONTRACTORS - N/A

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES - N/A

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

\_\_\_\_\_  
(Corporation, Partnership, Individual, Joint Venture, etc.)

If a corporation, corporation is organized under the laws:

STATE OF \_\_\_\_\_  
(State)

NAME OF PRESIDENT OF THE CORPORATION:

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

NAME OF SECRETARY OF THE CORPORATION:

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

IF A PARTNERSHIP, NAMES AND TITLES OF PERSONS SIGNING THE BID ON BEHALF OF BIDDER  
AND ALL GENERAL PARTNERS:

PERSONS SIGNING ON BEHALF OF BIDDER:

\_\_\_\_\_  
(Insert Names and Titles)

ALL GENERAL PARTNERS:

\_\_\_\_\_  
(Insert Names)

\_\_\_\_\_

CALIFORNIA CONTRACTORS LICENSE(S):

\_\_\_\_\_  
(Classification)                      (License Number)                      (Expiration Date)

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

12.0 REQUIRED COMPLETED ATTACHMENTS

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

1. Bid security in the form of \_\_\_\_\_.  
(Bid Bond or Certified Check)
2. If "Yes" in 9.0 above, a completed CM/Contractor Expanded List of Subcontractors form.
3. If "Yes" in 10.0 above, a completed CM/Contractor Expanded List of Subcontractors form identified as "LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES".
4. Exhibit 36 Key Personnel Schedule
5. **UCIP Exhibit 1.B. Declaration of Contractor/Subcontractor Minimum Occupational Safety and Health Disclosures**

13.0 DECLARATION

I, \_\_\_\_\_, hereby declare that I am the  
(Printed name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of bidder)

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed at: \_\_\_\_\_  
(Name of City if within City, otherwise Name of County), State of \_\_\_\_\_  
\_\_\_\_\_, on \_\_\_\_\_.  
(State) (Date)

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

EXHIBIT 36

**KEY PERSONNEL SCHEDULE**

The following personnel have been committed to the Project by the CM/Contractor for the minimum level of effort and contract phases indicated:

CM/Contractor Key Personnel:

Quantity	Title/Function	Name	Phase	% of Time
1	Project Estimator	N/A	Phase 1	75%
1	Project Manager	N/A	Phase 1 / 2	50% / 100%
1	Superintendent	N/A	Phase 1 / 2	15% / 100%
1	MEP Manager	N/A	Phase 1 / 2	10% / 100%
1	Lead Project Engineer	N/A	Phase 1 / 2	10% / 100%
1	Project Executive	N/A	Phase 2	5%
1	Administrative Clerk	N/A	Phase 2	100%
1	Project Scheduler	N/A	Phase 2	10%
1	Safety Coordinator	N/A	Phase 2	10%
<b>1</b>	<b>Laborer</b>	N/A	<b>Phase 2</b>	<b>100%</b>

The listed individuals have been reviewed by the undersigned on behalf of the named Bidder. Bidder hereby agrees that these individuals will be provided pursuant to the provisions of the contract, if awarded to Bidder, and that such contract will include this exhibit as completed above.

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Bidder

EXHIBIT 37  
**SCOPE OF WORK**

GENERAL INFORMATION

The Work shall include all services, labor, material, tools, equipment, excavation, shoring, testing, inspection, commissioning and all necessary General Conditions Work, that is required by or may be reasonably inferred from the Contract Documents to provide Pre-Construction Services and Construction Work for:

The University of California, Merced campus proposed to construct a new Classroom and Academic Office Building (CAOB) which will provide approximately 51,000 ASF and 77,000 OGSF building. This building will be a three story, Type II, B construction, non-rated, fully sprinkled building. The building will house 120-seat, 150-seat and 210-foot sloped floor lecture halls, two 90-seat flat floor lecture halls, classrooms, dry laboratories, offices and other support spaces. This project will also provide approximately 104,000 square foot site development.

Solomon Cordwell Buenz of Chicago, Illinois has been retained by the University to provide Architectural and Engineering Services and is currently in the design development phase of the project. 100% Construction Documents are anticipated to be complete in fall of 2013.

The current construction budget is valued at approximately 50 million dollars. Pre-construction services are currently scheduled to begin in April of 2013 with an anticipated 20 month construction period tentatively commencing in fall of 2013.

The work includes, but is not limited to, the following:

1. Site work including demolition, erosion control, tree shoring, mass excavation and grading, underground utilities, landscape, irrigation and off site drainage improvements.
2. Concrete foundations and retaining walls, architectural cast-in place structural concrete and flatwork.
3. Poured in place concrete structural frame, metal stud framing and sheetrock partitions.
4. Installation of exterior skin systems including architectural grade concrete, curtain-wall, glazing systems and prefabricated sun shading devices.
5. Interior painting, acoustical ceilings and miscellaneous wood/millwork ceilings.
6. Miscellaneous metal railings, metal siding, flashing, metal accessories and attachments.
7. Doors and frames, door hardware, interior glass windows.
8. Ceramic tile, carpet, resilient flooring, and base.
9. Floor, wall and ceiling finishes.
10. Insulated roofing system, roof accessories, associated sheet metal work, and waterproofing.
11. Elevators.



12. Installation of complete mechanical, electrical and communication systems including; plumbing, drainage, heating, ventilation; air conditioning, telephone and data, energy management, fire alarm and fire protection systems.
13. Installation, testing and programming of audiovisual equipment.
14. Overall site coordination with adjacent facilities.
15. Coordination of work within and around existing operations is required. Coordinate work through the University's Representative.
16. Any work required to provide a fully operational building.

## ARTICLE 1

### GENERAL PROVISIONS

#### 1.1 CM/CONTRACTOR GENERAL PROJECT PROVISIONS

1.1.1 Staffing: The CM/Contractor shall provide a full-time Project Manager for the Work with the authority to commit resources of the firm to monitor, manage and administer all phases of the Project activities and to help achieve the completion of all construction. CM/Contractor shall provide all necessary qualified personnel to perform CM/Contractor services under this Contract. If the CM/Contractor's personnel fail to perform to the University's satisfaction, the University may, upon 15 days written notice, require the CM/Contractor to remove such person(s) from the project and replace them with personnel acceptable to the University.

1.1.2 All General Requirements, Division 1 shall be provided by CM/Contractor as part of its CM/Contractor Option Sum, except General Requirements listed in 1.1.2.1. CM/Contractor shall also include as part of its CM/Contractor Option Sum any portion of the General Requirements listed in 1.1.2.1 otherwise specified by either this Exhibit or the CM/Contractor Provided General Conditions to Subcontractors Exhibit 17.

1.1.2.1 All General Requirements, Division 1, except those General Requirements listed below, shall be provided by CM/Contractor as part of its CM/Contractor Option Sum:

- Section 01 43 39- Provision of Mock-ups (except for any self performed scope of work requiring mock-ups as developed in future bid packages).

1.1.3 The provisions of 1.1.2.1 shall not limit the responsibility of the CM/Contractor to provide the services required to coordinate and manage all General Requirements, Division 1 and the Work, including but not limited to the requirements in Paragraphs 3.15, 3.16 and 3.17. The CM/Contractor shall include in its Option Sum all costs for such services.

1.1.4 Any Work required herein, including but not limited to Work in the CM/Contractor Provided General Conditions to Subcontractors Exhibit, shall not be included in a Bid Package.

ARTICLE 2

PHASE 1 – PRE-CONSTRUCTION SERVICES PHASE

2.1 UPON UNIVERSITY’S WRITTEN NOTICE TO PROCEED, CM/Contractor shall commence the services listed in this Article. Phase 1 services may continue into Phase 2 dependent on when the University exercises the Option for Phase 2.

2.2. CM/CONTRACTOR PRE-CONSTRUCTION SERVICES

2.2.1 CM/Contractor shall provide other services that are reasonable and necessary to assist the University in the maintenance of the Project budget and schedule.

2.2.2 CM/Contractor, its officers, agents, employees, Subcontractors, consultants and any persons or entities for whom CM/Contractor is responsible, shall provide all services pursuant to the Contract Documents in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of this Project.

2.2.3 The Pre-construction services shall be performed for a minimum of 2 separate Bid Packages. Bid Package No. 1 is tentatively programmed to include the following scopes of work: Soil stabilization, site work, clearing and grading, and underground utilities. Bid Package No. 2 is currently anticipated to be the completion of the work. Please note that the University at their discretion may opt to change the scopes of work within these Bid Packages any may elect to proceed with the bidding of all scopes of work in one Bid Package. CM/Contractor will be responsible for the pre-qualification of the subcontractor scopes of work as determined by the University. Pre-qualification materials, and the proposed method of evaluating the pre-qualification materials, are to be reviewed and approved by the University prior to issuance. Along with utilizing CM/Contractors network of contacts with contractors/subcontractors, CM/Contractor shall also post pre-qualification material at the following: University’s website [www.ucmerced/rfp/rfq](http://www.ucmerced/rfp/rfq) ; University’s ShareFile for all California Builders’ Exchanges; and anywhere else the University deems appropriate. Results of the pre-qualification effort will be reported to the University for approval prior to posting a list of pre-qualified bidders for the Project. CM/Contractor will responsible for taking the lead on the preparation of all Bid Packages along with the task of o preparing and assembling the Bid Packages.

2.2.4 Minimum Staffing Requirements for Phase 1 – Pre-construction: The following minimum personnel will be provided by the CM/Contractor to manage, implement, and supervise the Work during the Pre-Construction Phase (Phase 1) of the Project. If the CM/contractor needs to provide more than these minimum requirements to complete the work, the University –will not be required to compensate the CM/contractor for any additional personnel requirements. Contractor shall be prepared to perform a ~~minimum of~~ two (2) Cost estimates at the following phases of design: peer review of Consultant’s 100% DD cost estimate and fully independent cost estimate at 90% CD. The Pre-Construction team shall be prepared to attend weekly update meetings with the team, prepare and distribute meeting minutes, attend Value Engineering sessions, perform constructability drawing reviews at 100% DD, 50% CD and 90% CD, reconcile CM/Contractor prepared estimates with Architect Cost Consultant estimates and take the lead on the Construction aspects of the project during this time period.

Quantity	Title/Function	% Time Pre-Construction
1	Project Estimator	75%
1	Project Manager	50%
1	Superintendent	15%
1	MEP Manager	10%
1	Lead Project Engineer	10%

2.3 PROJECT CONTROL/ESTIMATING

2.3.1 Within 15 days of the Notice to proceed for Phase 1, the CM/Contractor shall develop and implement integrated management control systems, utilizing both manual and automated procedures (using the University's format and systems as directed) to support such functions as planning, organizing, scheduling, budgeting, reporting progress and expenditures, and identifying and documenting problems and solutions. CM/Contractor shall not implement management control system until the integrated management control system has been reviewed and accepted in writing by the University Representative.

2.3.2 Upon University Design Professional's 90%CD and final back check completion of construction documents, the CM/Contractor shall prepare and submit for University approval, an independent written Project Construction Cost Estimate. CM/Contractor shall meet with Design Professional to reconcile discrepancies between its estimate and Design Professionals estimate. The estimate shall be based on detailed quantity takeoffs of the design Drawings and Specifications. The CM/Contractor shall obtain University's Representative's written approval of estimate format and structure prior to proceeding with estimate.

2.3.3 The CM/Contractor shall develop a Project Procedures Manual in conjunction with Design Professional(s) and approved by the University's Representative for all major project activities including, but not limited to, roles and responsibilities; project directories; communications protocols; project tracking forms; general administration processes and monthly reports; budget reporting and control; management of the schedule; design review; value analysis; bidding process; claims avoidance; project documentation and control; and other relevant information.

2.3.4 The CM/Contractor shall prepare a comprehensive critical path schedule, Preliminary Contract Schedule, showing all project related construction activities; including sequencing and durations for work tasks of the Subcontractors. The Preliminary Contract Schedule shall be able to be filtered per each Subcontractor to illustrate their planned basic construction sequence and interface with other Subcontractors. The Preliminary Contract Schedule shall identify the proposed Bid Packages the CM/Contractor recommends as appropriate to complete the Work per the Contract Documents and Contract Time. In the preparation of the Preliminary Contract Schedule, the CM/Contractor shall investigate the procurement lead-time required for delivery of time-critical items and incorporate these into the Preliminary Contract Schedule.

2.3.5 CM/Contractor shall prepare a detailed work plan identifying all CM/Contractor tasks and Subcontractor tasks required for the completion of the Construction Work as provided in this Contract.

2.3.6 Within fifteen (15) days from execution of this Agreement, the CM/Contractor shall submit to University Representative the proposed scheduling system it plans to use for its scheduling effort on the Project. The scheduling software should be Primavera P6 or equal. Approval for any proposed equal shall be in writing from the University Representative.

## 2.4 CM/CONTRACTOR DESIGN COORDINATION SERVICES

2.4.1 The CM/Contractor shall review equipment and furniture design with University's Representative to assist with proper coordination with Bid Packages for the building construction. Provide assistance and field coordination as necessary with Separate Contractors for installation of built-in furnishings and fixtures to coordinate with building occupancy.

2.4.2 At the end of the 100%DD phase of design, the CM/Contractor shall provide a list of recommended alternates, allowances and unit prices for each Bid Package. CM/Contractor shall assist in evaluating proposed add and deduct alternates proposed by the University and Design Professional in order to assist in recommending the most economical and efficient bid results based on the specific alternates.

2.4.3 Prior to bidding and based on projected bid market conditions, the CM/Contractor shall recommend in writing to the University's Representative the percentage of bid contingency to carry for each Bid Package in the University's budget.

2.4.4 CM/Contractor shall schedule and conduct constructability format reviews on the Construction Documents and provide input during the design phase.

2.4.5 At the same time the CM/Contractor performs cost estimates and Value Engineering analysis called for by this exhibit, it shall conduct thorough plan check reviews. Its plan check reviews shall determine and identify items that the CM/Contractor feels in its professional opinion could lead to a higher cost of bids for the Bid Packages; and/or change orders resulting from ambiguities, coordination of Design Work for various trades, errors, and/or omissions in the Contract Documents prepared during the Design Work by the Design Professionals. The CM/Contractor shall present its plan check reviews in both a written report to the University's Representative; and meet with both the University's Representative and the Design Professional(s) to present and explain its findings. CM/Contractor shall be responsible for ensuring that all comments/concerns raised during its plan check reviews are logged and tracked until resolution of those comments/concerns prior to issuance of Drawings and Specifications for bidding.

2.4.6 CM/Contractor to perform an initial thorough Value Engineering Analysis aimed at reducing the cost of the work, while maintaining the design intent, design integrity, and functionality. As a minimum, the Value Engineering Analysis will include the thorough review of current drawings, specifications, and addendums, proposals for cost saving alternatives, first cost & life cycle analysis, and schedule: implications created by value engineering options. CM/Contractor to provide a list of Value Engineering changes for the project. As a minimum, this list shall include the following references: location, drawing number, detail number, trades involved, approximate cost saving, details of proposed changes, and schedule impact. The CM/Contractor's Project Manager, Project Estimator, and Superintendent (if requested) shall be present in Value Engineering Analysis meetings with the University's Representative and the Design Professionals. These meetings will be required until the Value Engineering options have been finalized and fully incorporated into the Project Documents. The Value Engineering Analysis will be done for each of the Bid Packages.

## 2.5 CM/CONTRACTOR BID PASE SERVICES

2.5.1 Unless otherwise provided in General Conditions, CM/Contractor shall perform the services hereunder.

2.5.2 The CM/Contractor shall be responsible, with the assistance of the Design Professional and the University's Representative, for sequencing, assembly, scope definition and preparation of Bid Packages and all cover information for individual packages to assure that all items as indicated in Contract Documents, including coordination of details and Subcontractor required General Conditions Work are included with bid documents. The CM/Contractor shall not create or permit duplication of work between Bid Packages and/or General Conditions through scope descriptions, or by any other means. The CM/Contractor shall analyze the Bid Packages, identify elements of uncertainty or risk prior to the bidding, verify government permits and approvals, endeavor to eliminate conflicts, duplications and omissions and mitigate the University's exposure to bidding error through instructions to bidders.

2.5.3 Prior to preparing and assembling the Bid Packages, the CM/Contractor shall submit pro forma Bidding Documents to University for review and approval. This submittal shall include the CM/Contractor's proposed Instructions to Bidders, Bid Form, and all other proposed Bidding Documents except Drawings and Specifications Divisions 2 and above.

2.5.4 The CM/Contractor shall assemble Bid Packages in a complete, coordinated and most cost-effective manner for the University. CM/Contractor shall obtain all necessary design documents from the Design Professional and with the assistance of the University's Representative, arrange for printing, binding, wrapping and delivery to the bidders, and shall maintain a list of bidders receiving the Bid Documents. The University shall be responsible for all postage, delivery and printing costs; such cost shall be included in the Contract Sum by Change Order.

2.5.5 The CM/Contractor shall review, recommend, develop and estimate allowances, alternates, unit prices and other requirements for inclusion in the Bid Packages. If the CM/Contractor elects to require Subcontractor performance or payment bonds, it may include such item as an alternate that shall not be

used as the basis of award. The cost of Subcontractor payment or performance bond, or insurance purchased in lieu thereof, if any, will not be included by University in Contract Amendment(s) for Bid Package(s).

2.5.6 The CM/Contractor shall develop lists of possible bidders to solicit bids for the Bid Package(s), provide pre-bid Subcontractor prequalification criteria, and conduct prequalification of Subcontractors when directed by the University's Representative. The CM/Contractor shall conduct an outreach effort to attract broad interest among qualified bidders. The CM/Contractor shall contact potential bidders to develop a sufficient pool of bidders. The CM/Contractor shall secure the commitment to bid from a minimum of 3 bidders for each Bid Package. CM/Contractor shall bid the Bid Packages as required by the General Conditions, after University's Representative reviews Bid Package and issues Letter of Bid Package Review. Such review will confirm that CM/Contractor has complied with the provisions of this section. CM/Contractor shall make any changes to Bid Packages as directed by University in its sole discretion.

2.5.7 The CM/Contractor shall, as directed by the University's Representative, respond to bid questions during the bid period and at pre-bid conferences, pre-construction conferences and walk-throughs.

2.5.8 The CM/Contractor shall evaluate the bids received in detail for technical deficiencies. The CM/Contractor shall analyze the bid results for potential error, review the apparent low bids for responsiveness and compliance with this Contract, and shall recommend award or other action. The CM/Contractor shall determine if potential bidder(s) are not responsible or if bid(s) are non-responsive; CM/Contractor shall provide a debriefing of its decision regarding bidder(s)/bid(s) and provide Bid Package Certification to the University. The CM/Contractor shall notify all bidders of the bid results at the same time CM/Contractor submits Bid Package Certification to University. The CM/Contractor shall review the bid results for such bidding climate issues as bid responsiveness, adequacy in the number of bidders and the spreading or grouping of bid results. CM/Contractor shall make recommendations as to which add or delete alternatives to award.

2.5.9 The CM/Contractor shall record bids received. The CM/Contractor shall prepare spreadsheet analyses comparing the lowest responsible bids with the cost estimate for that Bid Package.

2.5.10 CM/Contractor shall supervise Labor Compliance Program Mandatory Pre-Job Conference ~~will~~ **with** all awarded bidder for the trades in coordination with University. University to provide required materials and hand outs for conference.

ARTICLE 3

PHASE 2 – CONSTRUCTION PHASE

3.1 GENERAL

3.1.1 The CM/Contractor shall provide all materials, labor, and services required by the Contract Documents to construct the Work for the Contract Sum and within the Contract Time during Phase 2, also described as the Construction Phase. The Contract Sum will be adjusted by Contract Amendment after each Bid Package in Phase 2 has been bid and certified by the CM/Contractor and approved by the University.

3.2 GENERAL CONDITIONS WORK

3.2.1 The CM/Contractor shall provide all items identified in this section and in the CM/Contractor Provided General Conditions to Subcontractors Exhibit in its Option Sum – Phase 2; in addition CM/Contractor shall provide, and include in its Option Sum – Phase 2 all other items required by the Contract Documents and any other General Conditions Work items not included in the CM/Contractor’s Base Fee or this section, required to complete the Work.

3.3 ENVIRONMENTAL IMPACT REPORT (EIR)

3.3.1 The following mitigation measures from the EIR are part of the General Conditions Work required of the CM/Contractor:

N/A

3.3.2 The following items related to the EIR are not part of the General Conditions Work:

N/A

3.4 PERSONNEL

3.4.1. FIELD STAFF

3.4.2. The following Field Personnel shall be provided as a minimum on a full time basis for the Construction Phase duration; unless otherwise noted any additional Field Personnel that the CM/Contractor determines that is necessary to manage, implement, and supervise the Work shall be included in its Option Sum – Phase 2:

Quantity	Title/Function	% Time of Personnel Phase 2 – Construction
1	Project Executive	5%
1	Project Manager	100%
1	Superintendent	100%
1	MEP Manager	100%
1	Project Engineer	100%
1	Administrative Clerk	100%
1	Safety Coordinator	5%
<b>1</b>	<b>Laborer</b>	<b>100%</b>

Construction Phase/Definitions:

(a) – Phase 1: Pre-Construction Services

(b) – Phase 2: Construction Services

3.5 OFFICE STAFF

3.5.1 Provide all necessary effort and staff to supplement the Field Personnel listed above. See the General Conditions for Work to be covered as part of CM/Contractor’s Base Fee.

3.6 JOB SITE OFFICE(S)

3.6.1 In addition to those requirements set forth in the Contract, CM/Contractor shall include in its Option Sum – Phase 2 all Field Office expenses, including but not limited to postal costs, office supplies, maintenance of office equipment, office furniture, telephone service and utility service for CM/Contractor facilities, plan reproduction, office drinking water, and any equipment required for review and maintenance of electronic Project Documentation. In addition the CM/Contractor shall provide as a minimum the following equipment and/or facilities (all additional equipment and/or facilities that the CM/Contractor determines necessary to manage, implement, and supervise the Work shall be included in the its Option Sum – Phase 2). All cost for installing and removing such equipment and/or facilities shall be included in CM/Contractors Option Sum – Phase 2.

3.6.2 MINIMUM REQUIRED FACILITIES/EQUIPMENT TO BE PROVIDED AS PART OF GENERAL CONDITIONS WORK. CONSTRUCTION PHASE(S) SHOULD REFLECT THOSE DEFINED IN 3.4.1.

Quantity	Equipment/Facility	% Time (f not 100%)	Construction Phase(s)
6	Telephone lines with voicemail	100%	Phase 2
1	Copy machine/fax	100%	Phase 2
2	Plan rack/plan table	100%	Phase 2
6	Desk and chairs	100%	Phase 2
1	Job site trailer	100%	Phase 2

3.7 TEMPORARY CONSTRUCTION

3.7.1 Provide all Temporary Construction items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor’s Subcontractors. CM/Contractor Provided General Conditions to Subcontractors shall be included with all Bid Packages to Subcontractors so that all bidding Subcontractors understand what General Conditions Work items are being provided by the CM/Contractor for the benefit of the Project and its Subcontractors.

3.7.2 Project Sign - OFCI

3.8 SAFETY

3.8.1 The CM/Contractor shall be responsible for job site safety and shall follow all applicable laws, Specifications, and furnish all items specified in CM/Contractor Provided General Conditions to Subcontractors Exhibit for the duration of the Work for the benefit of the Project and the CM/Contractor’s Subcontractors.

3.8.2 Safety signage throughout Project, including but not limited to the safety signage required by UCIP and/or LCP.

3.8.3 Personal protective gear for CM/Contractor’s personnel and job site visitors.

3.9 TEMPORARY PROTECTION

3.9.1 Provide all Temporary Protection items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit, throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors.

3.10 TEMPORARY UTILITIES

3.10.1 Provide all Temporary Utilities items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit, throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. Temporary Utilities shall include all labor and materials for hook-up and disconnection, relocation as the Work requires, and utility usage-

3.11 CONSTRUCTION EQUIPMENT

3.11.1 Provide all Construction Equipment items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit, throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. Construction Equipment shall include all labor and materials for mobilizing and demobilizing, maintaining, storing, rental, usage, operating cost.

3.12 MATERIAL HANDLING & HOISTING

3.12.1 Provide all Material Handling & Hoisting items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit, throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. Material Handling & Hoisting shall include all labor and materials for mobilizing and demobilizing, maintaining, storing, rental, usage, operating cost.

3.13 CLEAN UP

3.13.1 CM/Contractor to be responsible for all clean up. CM/Contractor may transfer some of the continuous clean up responsibilities to its Subcontractors, but the University shall still hold CM/Contractor responsible for continuous clean up in the event it feels the Project is not being maintained in a clean manner or meeting the requirements of the Specifications. All other clean up and items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit ~~such as but not limited to: final clean up, trash and debris disposal, glass cleaning, trash chutes, street cleaning~~ shall be the direct responsibility of the CM/Contractor and not transferred to its Subcontractors.

3.14 SMALL TOOLS

3.14.1 Provide all small tools to required for the portion of Construction Work to be performed by the CM/Contractor and reasonable for CM/Contractor to support the Construction Work associated with the Bid Packages. Small Tools shall be defined as small tools, small equipment, and accessories required in connection with the Work, including, but not limited to, hammers, ladders, ropes, adzes, blocks, brooms, wire brushes, goggles, gloves, raincoats, boots, capes, tarpaulins, bits, chisels, pliers, bolt cutters, picks, hoes, scrapers, shovels, sledges, bars, wheelbarrows, dollies, wrenches, hoses (other than air hoses rented with compressors) and all similar tools. CM/Contractor at all times shall furnish an adequate quantity of all such tools, appliances and equipment required for the Work. Such tools, appliances and equipment shall remain the property of the CM/Contractor following completion of the Work.

3.15 OTHER

3.15.1 The CM/Contractor shall include in its Option Sum - Phase 2 all other costs for labor and materials for items required by the Contract Documents and reasonably expected for the scope of this Project for implementing, supervising, and managing the Work which is not included in CM/Contractor's Base Fee; including, but not limited to warranty, punch list, field personnel, supervision and management of the Work, meetings, inspections, observing the Work, coordinating the Work, scheduling and planning the Work, shop drawing and submittal review/coordination, safety, clean up and other items as described in the applicable Specifications Division 1.



3.16 COORDINATION/MANAGEMENT OF SUBCONTRACTORS AND CONSTRUCTION WORK

3.16.1 The CM/Contractor's control of the Work shall include the immediate direction of the specific means and methods of Subcontractors' activities or forces, or their scheduling of individual work tasks; including that required to create, update or revise the Contract Schedule per the Contract Documents and to assure the project is completed within the Contract Time.

3.16.2 The CM/Contractor's responsibility shall include timely coordination of the Contract Schedule between Subcontractors to resolve and expedite resolutions of any work that may be disputed between Subcontractors.

3.16.3 The CM/Contractor shall determine the adequacy of Subcontractors' personnel, equipment, safety programs and availability of materials and supplies. If these items are determined inadequate, the CM/Contractor shall develop a plan of recovery with the Subcontractor(s) and shall enforce the applicable provisions of the Contract Documents within its authority given by this Contract.

3.16.4 The CM/Contractor shall conduct and record regular Mechanical/Electrical/Plumbing coordination meetings to review Coordination Drawings and other coordination issues with all related Subcontractors.

3.16.5 CM/Contractor shall conduct regular walk-throughs of the project with University management and project personnel, including at least 2 formal reviews by University Facilities Maintenance staff at appropriate comment periods.

3.16.6 CM/Contractor shall coordinate the delivery, storage and inventory of University-supplied materials and equipment to the Subcontractor.

3.16.7 The CM/Contractor shall continuously require and follow up with Subcontractors about their job site maintenance and their conformance in providing a safe work place. CM/Contractor shall enforce all safety-related requirements in the Contract Documents. CM/Contractor shall assure that at all times, access to the site in case of fire or other campus emergency shall be maintained. The CM/Contractor shall monitor security of site for safety and impacts on neighboring facilities adjacent to the site and take immediate action, if required, when non-compliant conditions are discovered.

3.16.8 CM/Contractor shall develop and monitor an overall Safety Program for the Project. The program shall be in compliance with applicable Federal, State and University regulations, Campus Standards and the Contract Documents. The CM/Contractor shall review, monitor and coordinate the implementation of individual Subcontractors' Safety Programs. The CM/Contractor shall confirm that Subcontractors' Safety Programs include, but are not limited to, weekly formal safety tours, weekly Safety Toolbox Meetings (with documented minutes), and daily check of safety of the Project. The CM/Contractor's Project Superintendent, or his/her designated representative, shall be responsible for implementing, controlling and monitoring the CM/Contractor's own Safety Program and reviewing and monitoring the Subcontractors' Safety Programs.

3.16.9 The CM/Contractor shall direct the initial startup and testing of utilities, building, electrical and mechanical systems and equipment. The CM/Contractor shall coordinate Subcontractor's training of University's facilities maintenance and other personnel in conjunction with the University's Representative. The CM/Contractor shall videotape the Subcontractors' training sessions for future reference and provide a copy of the videotape to University with other project closeout documents.

3.17 PROJECT/CONTRACT ADMINISTRATION

3.17.1 The CM/Contractor shall, through University's Representative, or as directed by University's Representative, coordinate its efforts between Subcontractors and Design Professional to clarify interpretation of drawings and specifications; work with Design Professional on the interpretation of plans and specifications; review all requests for clarification and appropriateness prior to forwarding to University Representative.

3.17.2 The CM/Contractor shall, through University's Representative, or as directed by University's Representative, coordinate and administer the shop drawing review and approval process and advise Design Professionals of any unusual site conditions or Contract Document requirements affecting shop drawing approvals; and review submittals for format, compliance and general completeness prior to forwarding to Design Professional for review. The CM/Contractor's Contract Schedule shall establish submittal schedules that allow sufficient time for review and interpretation. The CM/Contractor shall verify and document that the shop drawing process is adhering to the submittal schedule.

EXHIBIT 38

**CM/CONTRACTOR PROVIDED GENERAL CONDITIONS TO SUBCONTRACTORS**

The following listed items shall be provided by the CM/Contractor, and made available throughout the Project as indicated, as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. Unless otherwise noted, all items references shall include set up, maintenance, removal, rental or usage charges, operation, and all associated labor. In addition to the items listed, the CM/Contractor and its Subcontractors shall provide all General Conditions Work items necessary to complete the Work, and/or called for by the Contract Documents. Other specific items to be provided by the CM/Contractor, for the benefit of the CM/Contractor and the Project are listed in the Scope of Work Exhibit. Subcontractors shall be responsible for all General Conditions Work incurred as part of their respective scope of work and not addressed in this exhibit. This exhibit shall be required to be included with all Bid Package(s). If "Applicable Phase(s)" not identified in column of table below, General Conditions task applies to "All" Contract Time.

General Conditions Category	CM/Contractor Responsibility Equipment/Service Item	Applicable Phase(s)	Note(s)
Layout/Survey	N/A		
Offices	Provide Construction Trailers as required with ADA access, such as ramps, steps, etc as required	2	O
Construction Facilities & Temporary Construction	Safety/Temporary Labor	2	E
	First Aid	2	E
Temporary Protection	N/A		
Temporary Utilities	N/A		
Construction Equipment	N/A		
Material Handling & Hoisting	N/A		
Clean Up	Continuous Clean Up Work- Building	2	W,X
	Continuous Clean Up Work- Site	2	W,X

**NOTES:**

**These requirements apply to entire construction site.**

~~CU — Final Building Clean up to be part of the CM/Contractor Scope of work. Subcontractors to be responsible for cleaning up their individual areas of work including disposal of waste materials related to their respective scopes of work.~~

~~DC — CM/Contractor shall provide general and offsite dust control. Subcontractors for earthwork and other trades shall provide specific dust control related to their respective scopes of work.~~

E Emergency safety equipment includes: Cost of safety materials and First Aid for the CM/Contractor and staff as well as a supply for emergency cases for the subcontractors including items as hard hats, safety glasses, gloves, boots, jackets, handout, signage, awards, and other promotional materials. All other safety items should be included in subcontractor bid packages.

July 1, 2002

CM/Contractor:EXGCPS

- ~~F~~ — ~~CM/Contractor to be responsible for overall protection of finished surfaces and coordination and sequencing of subcontractor work so that finished work is not installed out of sequence or left unprotected and subject to damage. Subcontractors are responsible for protection of their individual work. Painting touch-up allowance will be identified in subcontractor scope of work.~~
- ~~FP~~ — ~~CM/Contractor to provide sufficient fire extinguishers to meet safety requirements for entire project. Subcontractors for specific welding, plumbing, or other scopes of work requiring adjacent fire extinguishers shall provide their own additional fire extinguishers as required.~~
- ~~MH~~ — ~~Contractor to include all costs associated with the installation, maintenance and operation of a Manhoist as required by CalOSHA. All operator costs to be included. Subcontractors are responsible for their own delivery and moving of their materials as required and as directed by the CM/Contractor.~~
- O — CM/Contractor only as specified in Division 1. (Not to include subcontractor trailers and/or their hookups.)
- ~~P~~ — ~~Provide temporary lighted pedestrian access as required. Maintain all vehicle access, fencing, and pedestrian access throughout construction.~~
- ~~R~~ — ~~Steel Contractor will furnish and install the perimeter cable railing, and the CM/Contractor will maintain, remove and ship handrails back to Steel Subcontractor.~~
- ~~S~~ — ~~Layout/Survey to include cost of layout and staking for building corners, grid lines including control layout for building foundation and interior improvements. All other surveying and layout should be responsibility of the subcontractors and part of cost of their work.~~
- ~~SL~~ — ~~Temporary stairs and ladders between building floors as required for access to work areas and as required by OSHA. Building scaffolding (if and when required) shall be included in specific subcontractor scope of work.~~
- ~~SW~~ — ~~CM/Contractor to provide as part of General Conditions as required for duration of project.~~
- ~~SWP~~ — ~~CM/Contractor to provide and continuously implement Storm Water Prevention Plan (SWPP) as required.~~
- ~~TE~~ — ~~Subcontractor to provide temporary site electric, site lighting, and temporary building electric and lighting as part of subcontractor scope.~~
- ~~TP~~ — ~~Tree protection to be provided around trees to be preserved.~~
- ~~V~~ — ~~CM/Contractor to provide well ventilated work areas that meet OSHA standards, any other special circumstances such as ventilation of special products (Painting, epoxy, glues, etc.) to be included with the subcontractor bid packages.~~
- W — Include furnishing of trash bins and disposal of trash off-site for general cleanup.
- X — CM/Contractor to provide a minimum of one laborer for general cleaning, sweeping, and miscellaneous work for a period of 5 workdays per week for the duration of the project. ~~If agreed to by the University's Representative, flexibility in scheduling during various phases of the work will be considered.~~ Subcontractors will be responsible for daily cleaning and disposal of their

trash into CM/Contractor provided trash bins. All other site cleaning should be as necessary for keeping a clean and safe.

**SECTION 01 21 00  
ALLOWANCES**

PART 1 – GENERAL (~~NOT USED~~)

1.1 ALLOWANCES REQUIREMENTS (~~NOT USED~~)

- A. Included in the Contract Sum are all Allowances stated below. Items covered by Allowances shall be supplied for such amounts and by such persons or firms as University's Representative may direct.
- B. The following shall apply, unless otherwise provided in the Contract Documents:
  - 1. Allowances shall cover the cost to General Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.
  - 2. General Contractor's costs required for storage on and off the Project site, security, loading and unloading, handling at the Project site, labor, installation costs, overhead, profit, and other expenses contemplated for stated Allowance amounts shall be included in the Contract Sum and not in the Allowances.
  - 3. Unless otherwise provided herein, whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted by Change Order based on (1) the difference between actual costs and the Allowances and (2) changes in General Contractor's costs.
  - 4. At any time during the course of the Contract, the University's Representative may elect to delete any or all allowances via Change Order for full amount listed below.

1.2 | DESCRIPTION OF ALLOWANCES (~~NOT USED~~)

- A. **ALLOWANCE No. 1: Include an allowance of \$200,000 in the base bid for Traffic Control as is described below:**
  - 1. **The CM/Contractor shall adopt all practical means to minimize interference to traffic. Access to other facilities under construction shall be maintained at all times. The CM/Contractor shall provide a schedule of any activity that will impact traffic, or any planned closing of the streets, for approval by the University's Representative and shall give a minimum of 14 working days before closing any street or access.**
  - 2. **CM/Contractor shall furnish at CM/Contractor's expense all barricades, lights, and other devices and means necessary to control traffic and shall maintain these devices at all times to protect the public and/or Work.**
  - 3. **It is the responsibility of the CM/Contractor performing Work on or adjacent to a highway to install and maintain such devices as are necessary to provide safe passage for the traveling public through the Work, as well as for the safeguard of workers. Before Work begins, traffic control plans for handling traffic through a construction or maintenance Project shall be submitted to and approved by the University's Representative and public**

**agency or authority having jurisdiction over the highway, in accordance with Chapter 5 of the CalTrans Traffic Manual.**

- 4. The CM/Contractor shall comply with the provision of 01 35 40 Environmental Mitigation.**
- 5. The CM/Contractor shall ensure that all of the CM/Contractor's activities that affect traffic control, road use, material delivery, equipment delivery, rights of way and preservation of 3<sup>rd</sup> party access rights are coordinated with those of all Separate Contractors.**

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 21 00

**SECTION 01 23 00  
ALTERNATES**

PART 1 - GENERAL

1.1 ALTERNATES REQUIREMENTS

- A. This Section identifies each Alternate and describes basic changes to the Work only when that Alternate is made a part of the Work by specific provision in the Agreement.
- B. The Lump Sum Base Bid and Alternates shall include the costs of all supporting elements required, so that the combination of the Lump Sum Base Bid and any Alternates shall be complete. The scope of Work for all Alternates shall be in accordance with applicable Drawings and Specifications.
- C. Except as otherwise specifically provided by University, the Work described in Alternates shall be completed with no increase in Contract Time.
- D. This Section includes only the non-technical descriptions of the Alternates. Refer to the specific Sections of Divisions 2-33 of the Specifications for technical descriptions of the Alternates.
- E. Coordinate related Work and modify surrounding Work as required to properly and completely integrate the Alternates into the Work.
- F. The General Contractor shall quote prices for the Alternates listed below in the space provided therefore on the Bid Form. The General Contractor shall be responsible for determining exact quantities of materials involved with the Alternates. Work for the Alternates shall be in strict accordance with the Specifications and Drawings.

1.2 BIDS REQUIRED

Base Bid: The Base Bid consists of all items indicated and/or specified in the Drawings, Specifications and/or Bid Form. The costs for Additive Alternates will be added to the Base Bid, and the costs for Deductive Alternates will be subtracted from the Base Bid.

1.3 DESCRIPTION OF ALTERNATES

- A. | Additive Alternate #1: Provide Substantial Completion for entire Project ~~by July 15, 2015~~ **within 560 days.**



CLASSROOM & ACADEMIC OFFICE BUILDING  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.: 900290

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 23 00

November 1, 2004  
Revision: 1  
LF/SF:01 23 00

ALTERNATES  
01 23 00 - 2  
**Addendum No. 1**

**SECTION 01 35 00  
SPECIAL REQUIREMENTS**

PART 1 - GENERAL

1.1 DEFINITION OF PROJECT SITE

- A. CM/Contractor's use of the Project site for the Work and storage is restricted to the areas designated on the Drawings.
- B. The Project site is located at University of California, Merced Campus, 5200 N. Lake Rd. Merced CA ~~95344~~ **95343**.

1.2 WORK HOURS

- A. No Work shall be done outside of standard Monday through Friday 7:00 A.M. to 5:00 P.M. working hours, on holidays or weekends unless prior written approval has been obtained from the University's Representative.

1.3 SITE INGRESS AND EGRESS

- A. CM/Contractor shall use the Project Access Road off of Lake Road at Ranchers Road as shown on the Site Logistics Plan.
- B. CM/Contractor shall construct and maintain temporary access roads and laydown areas as shown on the Site Logistics Plan. All temporary access roads shall comply with all applicable laws, regulations & permit requirements.

1.4 SITE RESTRICTIONS

A. OUT OF BOUNDS AREAS

- 1. Little Lake
  - a. The CM/Contractor shall not permit any personnel or construction vehicle to approach within 100 feet of Little Lake except with the prior written approval of the University's Representative.
  - b. The CM/Contractor shall ensure that no personnel shall use the Lake to fish, swim or for other non-construction activities.
  - c. The CM/Contractor shall ensure that no run-off shall enter the Lake except as indicated on the Drawings.
  - d. The CM/Contractor shall ensure that no construction garbage, detritus, waste or debris (whether solid or liquid) of any type shall enter the Lake.
- 2. Merced Irrigation District
  - a. The CM/Contractor shall not permit any personnel or construction vehicle to approach within 50 feet of the Fairfield Canal and the penstock between Le Grand and Fairfield Canals except with the prior written approval of the University's Representative.

- b. The CM/Contractor shall ensure that no personnel shall use the Fairfield Canal or the penstock between Le Grand and Fairfield Canals to fish, swim or for other non-construction activities.
- c. The CM/Contractor shall ensure that no run-off shall enter the Fairfield Canal or the penstock between Le Grand and Fairfield Canals except as indicated in the Contract documents.
- d. The CM/Contractor shall ensure that no construction garbage, detritus, waste or debris (whether solid or liquid) of any type shall enter the Fairfield Canal or the penstock between Le Grand and Fairfield Canals.

#### 1.5 ROADS

- A. Existing roads and existing or planned construction roads shall be used for construction access within the limits defined herein.
- B. CM/Contractor shall take all necessary precaution to insure the safety of University Students, Faculty and Visitors at all times.
- C. CM/Contractor must obtain prior written approval from the University's Representative to block streets or parking areas at any time.
- D. The CM/Contractor shall clear all roads (including Lake Road), parking areas and sidewalks affected by the CM/Contractor's operations. This will include the immediate removal of dust, dirt, or any other debris or detritus so that roads and sidewalks are maintained in a safe and usable condition.

#### 1.6 PARKING

- A. All parking locations and arrangements must be coordinated and approved by University's Transportation and Parking Services (TAPS) prior to the start of work.
- B. A parking permit and fee to utilize the University of California, Merced (UCM) parking facilities will be required for all areas. Parking permits can be purchased on a monthly basis at a fee of \$30 per month per vehicle. Contact Transportation and Parking Services (TAPS) at (209) 228-4548 or visit the Facilities modular behind Central Plant for information on obtaining permits. A valid permit must be displayed at all times by all vehicles while parking on campus, whether in fenced construction areas or not.
- C. The CM/Contractor shall not permit any personnel to park within the construction site or construction yard. Parking will be limited to a maximum of one company insured vehicle on site or within the construction yard.
- D. On-street parking is not permitted in areas not designated for parking or construction.
- F. Vehicles found to be on university property without a valid permit, will be cited. Fines range from \$50.00 for no permit to \$445.00 for parking in a handicapped stall without a valid blue tag.

## 1.7 TRAFFIC CONTROL

- A. The CM/Contractor shall adopt all practical means to minimize interference to traffic. Access to other facilities under construction shall be maintained at all times. The CM/Contractor shall provide a schedule of any activity that will impact traffic, or any planned closing of the streets, for approval by the University's Representative and shall give a minimum of 14 working days notice before closing any street or access.
- B. CM/Contractor shall furnish at CM/Contractor's expense all barricades, lights, and other devices and means necessary to control traffic and shall maintain these devices at all times to protect the public and/or Work.
- C. It is the responsibility of the CM/Contractor performing Work on or adjacent to a highway to install and maintain such devices as are necessary to provide safe passage for the traveling public through the Work, as well as for the safeguard of workers. Before Work begins, traffic control plans for handling traffic through a construction or maintenance Project shall be submitted to and approved by the University's Representative and public agency or authority having jurisdiction over the highway, in accordance with Chapter 5 of the CalTrans Traffic Manual.
- D. The CM/Contractor shall comply with the provisions of 01 35 40 Environmental Mitigation.
- E. The CM/Contractor shall ensure that all of the General Contractor's activities that affect traffic control, road use, materials delivery, equipment delivery, rights of way and preservation of 3<sup>rd</sup> party access rights are coordinated with those of all Separate Contractors.

## 1.8 SURROUNDING SITE CONDITION SURVEY

- A. Prior to commencing the Work, CM/Contractor, and University's Representative shall tour the Project site together to examine and record damage to existing adjacent buildings, campus streets and city streets, bicycle paths, sidewalks, and all other improvements. This record shall serve as a basis for determination of subsequent damage due to CM/Contractor's operations and shall be signed by all parties making the tour. Any cracks, sags, or damage to the adjacent buildings and improvements not noted in the original survey, but subsequently discovered, shall be reported to the University's Representative.

## 1.9 INTERRUPTION OF BUILDING SERVICES

- A. Planned utility service shutdowns shall be accomplished during periods of minimum usage. In some cases this will require Work activities before 8:00 A.M. and after 5:00 P.M. and weekend Work, at no additional cost to the University. At least 7 working days advance notice shall be given to the University's Representative before interruptions to utility service (refer to Exhibit 18 Utility Service Interruption/Shut Down Request) and other interferences with use of existing buildings, surrounding hardscape and roads.
- B. Shutdowns critical to the completion of the project shall be listed as Milestones on the project schedule. The CM/Contractor shall program Work so that service will be restored

in the minimum possible time, and shall cooperate with the University in reducing shutdowns of utility systems.

- C. The University reserves the right to deny shutdown requests based on scheduled work load, research projects, and usage of surrounding buildings or other activities planned on campus.

#### 1.10 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show, if applicable, existing above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other utilities that are known to the University.
- B. CM/Contractor shall locate all known existing installations before proceeding with construction operations that may cause damage to such installations. Existing installations shall be kept in service where possible and damage to them shall be repaired at no additional cost to the University.
- C. Existing underground structures and utilities shall be kept in service unless prior approval to interrupt or shutdown service is obtained from University's Representative. If damaged, they shall be repaired by the CM/Contractor with no adjustment of Contract Sum or Contract Time.
- D. The CM/Contractor shall coordinate all Work with the operations of separate Contractors as needed. This shall include, but not be limited to, the responsibility of the CM/Contractor to coordinate with University's separate Site Infrastructure Phase 4 Contractor installing underground utilities, Ansel Adams and Ranchers Road street improvements, sidewalks and streetlights. Such coordination should take place prior to any excavation or trenching operations by the CM/Contractor.
- E. If any other structures or utilities are encountered, the CM/Contractor shall request University's Representative to provide direction on how to proceed with the Work.
- F. If any structure or utility is damaged by the CM/Contractor, the CM/Contractor shall take appropriate action to ensure the safety of persons and property.
- G. No Work is to be performed on energized electrical equipment unless scheduled with the University's Representative. The University reserves the right to specify specific conditions for all Work involving energized high-voltage electrical equipment.
- H. General Contractor shall uncover, prior to any earthwork for new construction, all existing piping where crossings, interferences or connections are shown on the Drawings, from 1 foot below proposed construction limit to the existing ground surface. Any variation in the actual elevations and the indicated elevations shall be brought to the University's Representative's attention. If the CM/Contractor does not expose all existing utilities, General Contractor shall not be entitled to additional compensation for Work necessary to avoid interferences.
- I. If interferences occur at locations other than the general locations shown on the Drawings, and such utilities are damaged before their locations have been established, or create an interference, the CM/Contractor shall notify the University's Representative

and a method for repairing the damage or correcting the interference shall be supplied by the University's Representative. Payment for additional Work due to interferences not shown on the Drawings shall be in accordance with the General Conditions.

- J. Care shall be exercised to prevent damage to adjacent facilities including walks, streets, curbs, and gutters; where equipment will pass over these obstructions suitable planking shall be placed. Damaged facilities, due to the CM/Contractor operations, shall be removed and replaced at the CM/Contractor's expense.

#### 1.11 PROTECTION OF PERSONNEL

- A. CM/Contractor shall take proper precautions to ensure the safety of all persons at all times during the construction period.

#### 1.12 PROJECT SITE SECURITY

- A. The CM/Contractor shall install and maintain 8' high chain link site security fencing and gates as shown on the Site Logistics Plan. Fencing at the building perimeter shall include black shade screen to shield construction activities from view. CM/Contractor shall be responsible for keeping areas involved in this Work locked and secure at all times when Work is not in progress.
- B. All persons working on the Project site shall receive a site safety briefing and Natural Resource Awareness Training from the University prior to being allowed to start work.

#### 1.13 CONSTRUCTION STAGING & MULTIPLE CONSTRUCTION CONTRACTS

- A. The following describes the scheduling of the Work and the coordination required for the Work done by Separate Contractors:
  - 1. The University reserves the right to let other construction contracts.
  - 2. The following projects may be in progress at times during this project:
    - a. Site Infrastructure Phase 4
    - b. Science & Engineering Building 2
    - c. Housing 4: The Summits
    - d. Student Services Building
  - 3. Disagreements between the CM/Contractor and other Separate Contractors about concurrent use of Work areas or access to the Project site which are not resolved by the participants shall be referred to the University's Representative and the CM/Contractor agrees to abide by the University's Representative's determination as to concurrent use or priority of access and to perform its Work in compliance with the University's Representative's resolution at no additional cost to the University.
- B. All material and equipment for construction operations shall be brought in and the Work so conducted as to avoid any interference with existing University facilities or their normal operations, and with concurrent construction Work by other Separate Contractors.

1.14 FINAL EXAM SCHEDULE

- A. CM/Contractor shall be advised that academic finals week takes place on the UC Merced campus during May, August and December of each year. During these periods of time, students are involved in intensive testing relative to their academic course work. During these periods of time, noise level generated as a result of construction activity must be kept to a minimum. CM/Contractors will be expected to Work with the University's requirements to achieve a level of noise that is acceptable to the University. Actual schedule for finals weeks during each year will be coordinated with CM/Contractor following the issuance of the Notice to Proceed.

1.15 WORK SITE DECORUM

- A. Extreme care to limit noise and odors shall be taken at all times. Loud or unnecessary conversation shall be avoided. The playing of radios tapes, or compact discs shall be strictly prohibited.
- B. CM/Contractor shall control the conduct of its employees and those of its subcontractors and suppliers so as to prevent interaction initiated by said employees with University of California Merced students, staff, or other individuals (except those associated with the Project), on or adjacent to the Project site. Without limitation, unwanted interaction by these employees includes whistling at, motioning toward, or initiating conversations with passersby. In the event that any employee initiates such unwanted interaction, or utilizes profanity, CM/Contractor shall, either upon request of University's Representative or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the University.
- C. Smoking is prohibited in and within 20 feet of any entrance, window, or air intake of all University buildings and in enclosed areas. Smoking will not be allowed in the construction area. Smoking will be allowed in a designated area within the construction storage yard only.
- D. Firearms are prohibited on University property.
- E. Alcoholic beverages are prohibited on University property unless the prior written approval of the University's Representative is obtained.
- F. Pets are prohibited on the Project site.

1.16 PUBLICITY

- A. CM/Contractor shall not release any information, story, photograph, plan or drawing relating to the Project to anyone, including press or other public communications medium, except as submitted and approved for release by the University's Representative.

1.17 PROJECT SIGN

- A. No signs or advertisements will be permitted on the Project site, except with express permission of University's Representative.

1.18 JOB OFFICE

- A. Space on the Project Site is limited. Trailer space must be requested and approved by the University's Representative. Storage and office trailers are to be located in the temporary laydown area as shown on the Site Logistics Plan. Space will be allocated by the University's Representative. CM/Contractor shall provide and maintain all temporary facilities as required for completion of the Project. Verify location of temporary laydown area on drawings.

1.19 SALVAGE

- A. All material and equipment removed as part of this Project is the property of the CM/Contractor and shall be removed from the Campus and legally disposed of, unless otherwise stated in the CM/Contractor's "Scope of Work".

1.20 CLEANUP

- A. During the progress of the Work, the CM/Contractor shall keep the Project site in a neat and clean condition that is free of debris to the satisfaction of the University's Representative. All materials and debris accumulated in conjunction with completing this Work shall be disposed of in the jobsite trash dumpsters provided by the CM/Contractor and disposed of off campus. CM/Contractor shall not use University refuse containers.

1.21 UNIVERSITY FURNISHED CONSTRUCTION DOCUMENTS

- A. University will furnish to the CM/Contractor 1 set of Drawings and Specifications and 1 CD of the Drawings and Specifications upon an award of ~~the Contract~~ **Option 2 – Phase 2** at no cost. If more than 1 set is required or if the CM/Contractor wants the Drawings in another size other than the size issued with the Bidding Documents, the CM/Contractor will pay the actual cost of reproduction for printing.
- B. **University will furnish to the CM/Contractor 1 set of Drawings and Specifications and 1 CD of Drawings and Specifications for each major design milestone for which plan review and/or cost estimating services are required of the CM/Contractor per Article 2 of Exhibit 37 Scope of Work. If more than 1 set is required or if the CM/Contractor wants the Drawings in another size other than the size issued within the Design Documents, the CM/Contractor will pay the actual cost of reproduction for printing.**

1.22 JOB CONDITIONS

- A. Protection: Where roof edge does not terminate in a parapet wall and/or where Work is in progress overhead and materials or objects could potentially fall, the CM/Contractor is required to construct temporary covered pedestrian walkways over each building entrance. Walkway covers shall extend out 12 feet in length for the first floor and an additional 4 feet for each additional floor of the building. Walkway covers shall extend from face of building. CM/Contractor shall be required to place and maintain yellow safety construction flagging or ropes with signage to prevent pedestrians from coming



within 25 feet of Work in progress overhead and to route pedestrians in and out of building entrances.

- B. Safety Precautions: Perform Work in such a manner as to prevent damage to existing facilities to remain or to be salvaged. Hazardous Work shall not be left standing or hanging, but shall be knocked or pulled down to avoid damage or injury to employees or the public.
- C. Crane Operation, Staging and Storage
  - 1. Operator Training and Crane Certification: Prior to starting crane operations, General Contractor shall provide copies of operator's training and crane certification to the University's Representative.
  - 2. Crane Staging Area: CM/Contractor shall be required to coordinate with the University's Representative a minimum of 5 working days in advance of loading and removal of materials from the roof. CM/Contractor is responsible for providing necessary staging area for crane.
  - 3. Storage: CM/Contractor shall not be allowed on-site crane storage unless with the prior written approval of the University's Representative.

1.23 NOT USED

1.24 PROJECT SITE SUPERINTENDENT

- A. CM/Contractor shall employ a competent Project Site Superintendent/Foreman satisfactory to the University's Representative. The Project Site Superintendent/Foreman shall be in attendance at the Project site at all times during the performance of the Work. Project Site Superintendent/Foreman shall represent the CM/Contractor and communications given to and received from the Project Site Supervisor shall be binding on CM/Contractor.
- B. The CM/Contractor shall submit to the University's Representative the qualifications of the Project Site Superintendent/Foreman prior to commencement of the Work. The University's Representative shall approve the Project Site Superintendent/Foreman based on his/her experience with projects similar to type, scope, size, and complexity.
- C. The Project Site Superintendent/Foreman approved for the Project by the University's Representative, must be able to proficiently read, write and verbally communicate in English. The Project Site Superintendent/Foreman 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 while Work is in progress.
- D. Failure to maintain a Project Site Superintendent/Foreman 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 Project Site Superintendent/Foreman is on the Project site. If, by virtue of issuance of said stop Work order, General Contractor fails to complete the Contract on time, General Contractor will be assessed Liquidated Damages in accordance with the Agreement.

- E. If the Project Site Superintendent/Foreman fails to perform to the satisfaction of the University's Representative, the University's Representative may, upon 15 days written notice, require the General Contractor to remove the Project Site Superintendent/Foreman from the Project and replace the Project Site Superintendent/Foreman with a replacement acceptable to the University's Representative.
- F. If the CM/Contractor elects a replacement of the Project Site Superintendent/Foreman, such replacement shall be discussed with the University's Representative prior to actual replacement. The same criteria employed by the University's Representative to approve the initial Project Site Superintendent/Foreman shall also apply to the University's Representative's approval of any subsequent Project Site Superintendent/Foreman.

1.25 OTHER CM/CONTRACTOR SITE PERSONNEL

- A. In addition to the Project Site Superintendent/Foreman, the CM/Contractor shall provide site personnel of quality and quantity sufficient to carry out all of the on-site CM/Contractor responsibilities described in the Contract Documents. See Instructions to Bidders for other site personnel requirements that may also be required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 35 00