

Project Name: University of California, Merced
Central Plant/Telecommunications Reliability Upgrade
Project No.: 900310

Addendum No. 2
to the
CM at Risk Contract Documents
April 17, 2014

Bids Due
April 22, 2014

- 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 CM at Risk Contract Documents and modifies the original Bidding Documents. The following changes, additions, or deletion shall be made to the following documents as indicated and all other CM at Risk Contract Documents shall remain the same.

- II. CM at Risk Contract Documents and Division 1 – Volume 1
- A. Table of Contents
 - B. Information Available to Bidders (**REPLACE** with attached)
 - i. Add 4: **Preliminary Construction Staging Plan**
 - ii. Add 5: **Telecommunications Building Interior Pictures**
 - iii. Add 6: **Campus Map**
 - iv. Add 7: **Job Walk Sign-In Sheet**
 - C. Bid Form (**REPLACE** with attached)
 - i. Revise Allowance No. 1: ~~\$200,000~~ **\$40,000** for Allowance No. 1 as identified in Section 01 21 00
 - ii. Revise Allowance No. 2: ~~\$40,000~~ **\$100,000** for Allowance No. 2 as identified in Section 01 21 00
 - iii. Strike: 9.0 LIST OF SUBCONTRACTORS – N/A
 - D. Best Value Evaluation Questionnaire (**REPLACE** with attached)
 - i. Revise 2.A.2: Project Team: Project Executive, Pre-Construction Manager, Project Manager, Superintendent, **MEP Coordinator** and Project Engineer only.
 - ii. Revise 3.D.a: Narrative and proposed CPTU Schedule outlining pre-construction activities, initiation of construction, and Substantial Completion of all scopes of the CPTU Project. **This proposed CPTU Schedule is to be provided on one (1) 11"x17" sheet.**
 - iii. Revise 3.F.b: Key Personnel are defined as: Pre-Construction Manager, Project Manager, Superintendent, **MEP Coordinator**, and Project Engineer.
 - iv. Revise 3.F.b.i: **MEP Coordinator is to have the same minimum experience requirements as the Superintendent per Level 1 Prequalification Questionnaire, Section 8.** (10 pages maximum)
 - E. Agreement (**REPLACE** with attached)

- i. Revise Article 4: The Anticipated Contract Value for the Work hereunder is ~~\$13,000,000~~ **\$12,870,000**. The Maximum Anticipated Contract Value for the Work hereunder is ~~\$14,950,000~~ **\$14,800,000**.
 - ii. Revise Article 5: Phase 1 – CM/Contractor shall commence the Work for Phase 1 on the date specified in the Notice to Proceed for Phase 1 and fully complete with work within ~~180~~ **210** days...
 - iii. Revise Article 5: Phase 2 – The CM/Contractor shall commence the Work for Phase 2 on the date specified in the Notice to Proceed for Phase 2 and fully complete the Work for Phase 2 within ~~700~~ **510** days...
 - F. Supplementary Conditions (**REPLACE** with attached)
 - i. Revise Item 3: ~~8.4.1.6.11~~ **8.4.1.4.9**
 - G. Exhibit 36: Key Personnel Schedule
 - i. Add: **1 | MEP Coordinator | _____ | Phase 1/2 | 50%/50%**
 - H. Exhibit 37: Scope of Work (**REPLACE** with attached)
 - i. Revise 2.2.3: **1 | MEP Coordinator | 50%**
 - ii. Revise 2.4.5: CM/Contractor to submit proposed Plan Check Comment Log format to the University prior to performing the 100% Design Development review, **but no later than fifteen (15) days after Notice to Proceed for Phase 1**.
 - iii. Strike 2.4.5.1: ~~University for approval within fifteen (15) days of Notice to Proceed for Phase 1.~~
 - iv. Revise 3.4.2: **1 | MEP Coordinator | 50%**
 - I. Exhibit 38: CM/Contractor Provided General Conditions to Subcontractors (**REPLACE** with attached)
 - i. Revise Temporary Construction – Traffic Control: **Bidder is to assume that power, data and water connections are within 1200 feet of the trailer location for the purposes of bidding.**
- III. Clarifications
 - A. Pre-Bid Questions
 - 9. Q: Please confirm Article 8.2.1.2 as at the pre-proposal conference this was discussed and it was noted that if the CM/Contractor can finish before the contract time, the CM/Contractor does not have any obligations to the University for the additional time (until contract completion). This article requires the CM/Contractor to be present on site until the end of the Contract Time. Please define what "...present on the project site..." means to the University and define the minimum staff required for this period necessary to comply with this article.

A: Article 8.2.1.2 of the General Conditions remains unchanged. The pre-proposal conference discussion noted that the CM/Contractor can produce a Baseline Schedule showing completion sooner than Contract Time. However, it was not the intention of the University to imply that an approved Baseline Schedule showing completion prior to Contract Time would change the terms of the Contract. The University will work with the CM/Contractor to maintain its approved Baseline Schedule, however, per Article 8.2.1.2, the University is purchasing the right to have the CM/Contractor present on the Project site for the full duration of the Contract Time. The University would expect that the CM/Contractor provide the minimum staffing levels for construction phase work as defined in Exhibit 37, 3.4.2.

10. Q: Referencing Supplementary Conditions, Item 3, reference is made to Article 8.4.1.6.1.1 regarding Rainy Weather. This article does not exist in the General Conditions. Please confirm reference should be made to 8.4.1.4.9.
- A: Confirmed. Supplementary Conditions, Item 3 will be revised to reflect reference to Article 8.4.1.4.9 of the General Conditions.
11. Q: Referencing Supplementary Conditions, Item 6, reference is made to Article 11.10 regarding subcontractor insurance. This article in the General Conditions is in reference to Certificate of Insurance. Please confirm whether this article in the Supplementary Condition replaces Article 11.10 or should be a new article 11.1.12.
- A: Supplementary Conditions, Item 6 replaces Article 11.10 of the General Conditions.
12. Q: Referencing Article 14.3.4 added in the Supplementary Conditions, please confirm that the CM/Contractor does not have to pay any fees for the use of LCPTTracker service except for administration by CM/Contractor shall be part of our bid proposal.
- A: Confirmed. The CM/Contractor does not have to pay any fees for the use of LCPTTracker. However, the cost for administration and subcontractor management in complying with the University's labor compliance program is to be included in the bid proposal.
13. Q: In review of Exhibit 12, Master Builders Risk Program, page 13, section (B), standalone projects containing water pipelines and Central Utility Plants when the scope of work is not included in the estimated Construction Cost of a building program require a separately underwritten policy. Please confirm whether the terms and conditions of the Exhibit 12 apply or whether a separate policy for the Work will be provided. If separate, please provide limits and complete coverage summary.
- A: The terms and conditions of the Master Builders Risk Program, Exhibit 12, apply to the CPTU project. No additional coverage or policies are necessary.
14. Q: Referencing Exhibit 38, please confirm traffic control allowance should be revised to \$200,000 per Addendum No. 1.
- A: Traffic Control Allowance is \$100,000 per Section 01 21 00 and Exhibit 38. Bid Form will be revised to reflect the correct amount.
15. Q: Referencing Exhibit 38, please confirm what University expects CM/Contractor to have on hand for emergency safety equipment regarding boots and jackets for employees?
- A: CM/Contractor is to anticipate all required emergency safety gear as required by code and CM/Contractor-initiated safety programs.
16. Q: Referencing Exhibit 38, construction labor. Is it the University's intent for contractor to have a full time laborer for the duration of the project (17 months) or just the 2,000 hours identified?

A: CM/Contractor is to assume the 2,000 hours identified for the construction laborer's time.

17. Q: The scope of work as provided in the Bid Documents references upgrades to the water supply at the south end of the campus. The pre-proposal walk did not review this scope of work. Please provide a campus map where the work will occur and a P&ID or other plan that depicts this scope of work? Will separate sanitary facilities and site fencing be required at the work location?

A: The work associated with the "Campus Water Supply" portion of the CPTU project will be located at the campus water pumping station which is at the South end of campus. Refer to the Campus Map in Information Available to Bidders for the location of the "Pump House". The scope of this work is as described in the Technical Narrative; there are no P&ID's for this work. Laydown area for material/equipment for this scope is to be managed in the project laydown area adjacent to the Telecommunication Building. However, if toilet/sanitary facilities are required by code due to proximity to the work, then it is the CM/Contractor's responsibility to include this in their bid proposal. Site fencing for this work will be required in order to protect any open trenching, staging of material, or as needed.

18. Q: Has the University identified an acceptable laydown area for the office trailers and material/equipment? Are there power, data and water connections nearby? Are the connections part of the allowance identified in 01 21 00? Please provide location of the project laydown area. If not identified, please provide bidders parameters for service yard to bid to.

A: A laydown area for office trailer(s) and material/equipment has been identified by the University. Please see Preliminary Construction Staging Plan included in Information Available to Bidders. Bidder is to assume that power, data and water connections are within 1,200 feet of the trailer location for the purposes of bidding. Connections are not included in the Utility Allowance identified in Section 01 21 00; Bidder is to include connection costs in their bid proposal.

19. Q: Will CM/Contractor employees (management and defined craft) have to procure parking permits? What is the campus rate for parking (daily/weekly/monthly)?

A: Yes, CM/Contractor employees will have to procure parking permits. Please reference Special Requirements Section 01 35 00, Part 1.6.B that states that parking permits are required and cost \$31/month. This section also details how CM/Contractor is to obtain those parking permits.

20. Q: Referencing Exhibit 37, Article 2.3.2, please confirm how many estimates will be required. The document states that an estimate will be required at 50%, 100% and final backcheck for each design package. Please confirm how many Design Packages we should anticipate for the estimating effort.

A: There will only be one (1) Design Package for the CPTU project.

21. Q: Referencing Exhibit 37, Article 2.4.5.1, the first portion of the first sentence seems to be missing something. Should this be an extension of the last sentence in

2.4.5 so it reads as though the format of the Plan Check [Comment] Log is submitted to the University within 15 days?

A: Please see revised Article 2.4.5 and 2.4.5.1 of Exhibit 37. The format of the Plan Check Comment Log is to be submitted prior to performing the 100% Design Development review, but no later than fifteen (15) days after Notice to Proceed for Phase 1.

22. Q: Referencing Exhibit 37, Article 2.4.8, please confirm whether the weekly meeting will be held in Merced or AEI's office.

A: The weekly meeting referenced in Exhibit 37, Article 2.4.8, will be held in Merced at Design + Construction's offices.

23. Q: Regarding MEP coordinator's percentage of time in preconstruction and construction, please clarify what percentage of time you require for the MEP coordinator for each phase of the contract, similar to what you requested for PM, Supt, Precon and PE.

A: MEP Coordinator has been added to the list of minimum key personnel for both Pre-Construction Phase 1 and Construction Phase 2. Please see revised Exhibit 37 2.1.2 and 3.4.2 for the MEP Coordinator's percentage of time in each phase. Resume(s) and qualification have been added to the Best Value Evaluation Questionnaire, Part 3, for the MEP Coordinator as well.

24. Q: Are subcontractor bonds or insurance in lieu thereof to be included in the phase 2 fee bid proposal? If yes, then how is the CM/Contractor to anticipate the financial health of subcontractors? Can the University provide CM/Contractor with an allowance to use for paying the subcontractor bonds or insurance in lieu thereof?

A: Yes, the subcontractor bonds or insurance in lieu thereof is to be included in the Phase 2 fee for General Conditions 1.1.10.16. The CM/Contractor has the ability to mitigate the subcontractor financial standing risk by doing subcontractor prequalification per Exhibit 37, 2.5.6.1. The University will not be providing an allowance for the subcontractor bonds or insurance in lieu thereof costs; Bidder is to include these costs in the Phase 2 fee.

25. Q: Per General Conditions 1.1.10.19, it appears that the CM/Contractor is being asked to include costs/fees for design consultants to meet with the University and the CM/Contractor. Is this the correct interpretation?

A: No, the CM/Contractor does not need to include costs/fees for design consultants to meet with the University and the CM/Contractor. However, if the Bidder determines that any subcontractor or sub-consultant under the CM/Contractor's contract needs to be engaged in consultations with the University, then Bidder is to include those anticipated costs.

26. Q: Please confirm which of the Anticipated Contract Values and Maximum Anticipated Contract Values are correct: the amounts noted in the Agreement Article 4 or Supplementary Instructions to Bidders, Part 3.

A: The Supplementary Instructions to Bidders, Part 3 is correct. The Agreement, Article 4 will be revised to show the correct Anticipated Contract Value (\$12,870,000) and Maximum Anticipated Contract Value (\$14,800,000).

27. Q: Please confirm which of the Phase 1 and Phase 2 Durations are correct: the amounts noted in the Agreement Article 5 or Supplementary Instructions to Bidders Part 1.

A: The Supplementary Instructions to Bidders, Part 1 is correct. The Agreement Article 5 will be revised to show the correct Phase 1 (210 Days) and Phase 2 (510 Days) time.

28. Q: The Bid Bonds notes an amount of \$1,287,000. Is this correct?

A: Yes. The Bid Bond is to be secured in the amount of \$1,287,000, which is 10% of the Anticipated Contract Value.

29. Q: Referencing Part 3.D.a of the Best Value Evaluation Questionnaire, can an 11"x17" milestone schedule for the CPTU project be submitted in conjunction with the ½ page narrative?

A: Yes, Bidder is to submit one (1) 11"x17" milestone schedule for the CPTU project in addition to the ½ page narrative. The maximum of 14 pages for this section remains unchanged.

30. Q: As the pre-bid conference was unable to take the Bidders into the Telecommunications Building, would it be possible to provide pictures of the interior of the Building for reference?

A: Yes. Please see the Telecommunications Building Interior Pictures in Information Available to Bidders.

31. Q: Has the University developed a preliminary schedule of shut downs, or windows of opportunity for shut downs, for the construction phase of work?

A: The University has not yet developed a shutdown schedule for the project. This schedule will be done in coordination with the CM/Contractor and Campus during Pre-Construction Phase 1 work. However, in general, Bidder can assume that the majority of shut downs can be performed during Winter Break of Fall Semester. Winter Break typically runs from the week of Christmas Break to the week of New Year's Day.

32. Q: Is the laser scanning allowance of \$30,000 included in the Phase 1 fee of \$220,000 or in addition to? If it is included, then if the allowance is not used would the Phase 1 fee be \$190,000?

A: Yes, the laser scanning allowance is included in the Phase 1 fee. If the allowance is not used, then the Phase 1 fee would be \$190,000.

33. Q: What is the format required for the Best Value Evaluation Questionnaire submission?

A: BVQ is to be in a 3-ring binder, with the five (5) main categories tabbed at a minimum. Bidder may choose to provide additional tabbing/organization for the subcategories. One (1) original and one (1) copy is to be submitted, for a total of two (2) BVQ binders submitted.

34. Q: Can you please clarify how many copies of final proposal are required to be submitted? In addition, we plan on submitting the Bid Form, Bid Security, and BVQ as separate documents (but all in the same sealed envelope/box). Is this permissible?

A: Two (2) copies of the final BVQ proposal are required for submission. Only one (1) Bid Form and Bid Security are required. The BVQ is to be submitted in a separate sealed envelope, clearly labeled. The Bid Form and Bid Security are to be submitted together in a sealed envelope, clearly labeled. These two separate envelopes may be delivered to the University in the same box as requested.

IV. Technical Narratives

A. None

V. Drawing Sheets

A. None

VI. Attachments

A. Table of Contents

B. Information Available to Bidders

- i. Preliminary Construction Staging Plan
- ii. Telecommunication Building Interior Pictures
- iii. Campus Map
- iv. Job Walk Sign-In Sheet

C. Bid Form

D. Best Value Evaluation Questionnaire

E. Agreement

F. Supplementary Conditions

G. Exhibit 36: Key Personnel Schedule

H. Exhibit 37: Scope of Work

I. Exhibit 38: CM/Contractor Provided General Conditions to Subcontractors

University of California, Merced

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

Michael Chow

Director of Design & Project Management

End of Addendum No. 2

**CM at Risk Contract Documents
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Information Available to Bidders – Add No. 2

List of Level 2 Prequalified Bidders

Preliminary Construction Staging Plan

Telecommunication Building Interior Pictures

Campus Map

Job Walk Sign In Sheet

Bid Form – Add No. 1/Add No. 2

Bid Bond

Best Value Questionnaire – Add No. 1/Add No. 2

Agreement – Add No. 2

General Conditions

Supplementary Conditions – Add No. 2

Exhibits

Division 1 Specifications

Technical Narrative

Drawings

Division 1 Specifications

| | | |
|---------|-----------------|--|
| Section | 01 11 00 | Summary of Work |
| | 01 21 00 | Allowances – Add No. 1 |
| | 01 22 00 | Unit Prices – NOT USED |
| | 01 23 00 | Alternates – NOT USED |
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| | 01 26 13 | Requests For Information |
| | 01 31 00 | Project Coordination |
| | 01 31 19 | Project Meetings |
| | 01 31 42 | Contractor Schedules |
| | 01 31 45 | Contract Schedules |
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| | 01 51 00 | Temporary Utilities |

| | |
|------------|--|
| 01 56 00 | Temporary Barriers and Enclosures |
| 01 56 39 | Tree and Plant Protection |
| 01 57 23 | Storm Water Pollution Prevention |
| 01 60 00 | Product Requirements |
| 01 71 23 | Field Engineering |
| 01 73 23 | Supporting from Building Structure |
| 01 73 29 | Cutting, Patching, and Matching |
| 01 73 35 | Selective Demolition |
| 01 74 19 | Site Waste Management Program |
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| 01 78 36 | Guarantees, Warranties, Bonds, Service & Maintenance Contracts |
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| 01 81 13.1 | LEED Requirements Score Card |
| 01 91 00 | Commissioning |
| 01 92 00 | Operating and Maintenance |

Technical Narrative

AEI Technical Narrative

March 31, 2014

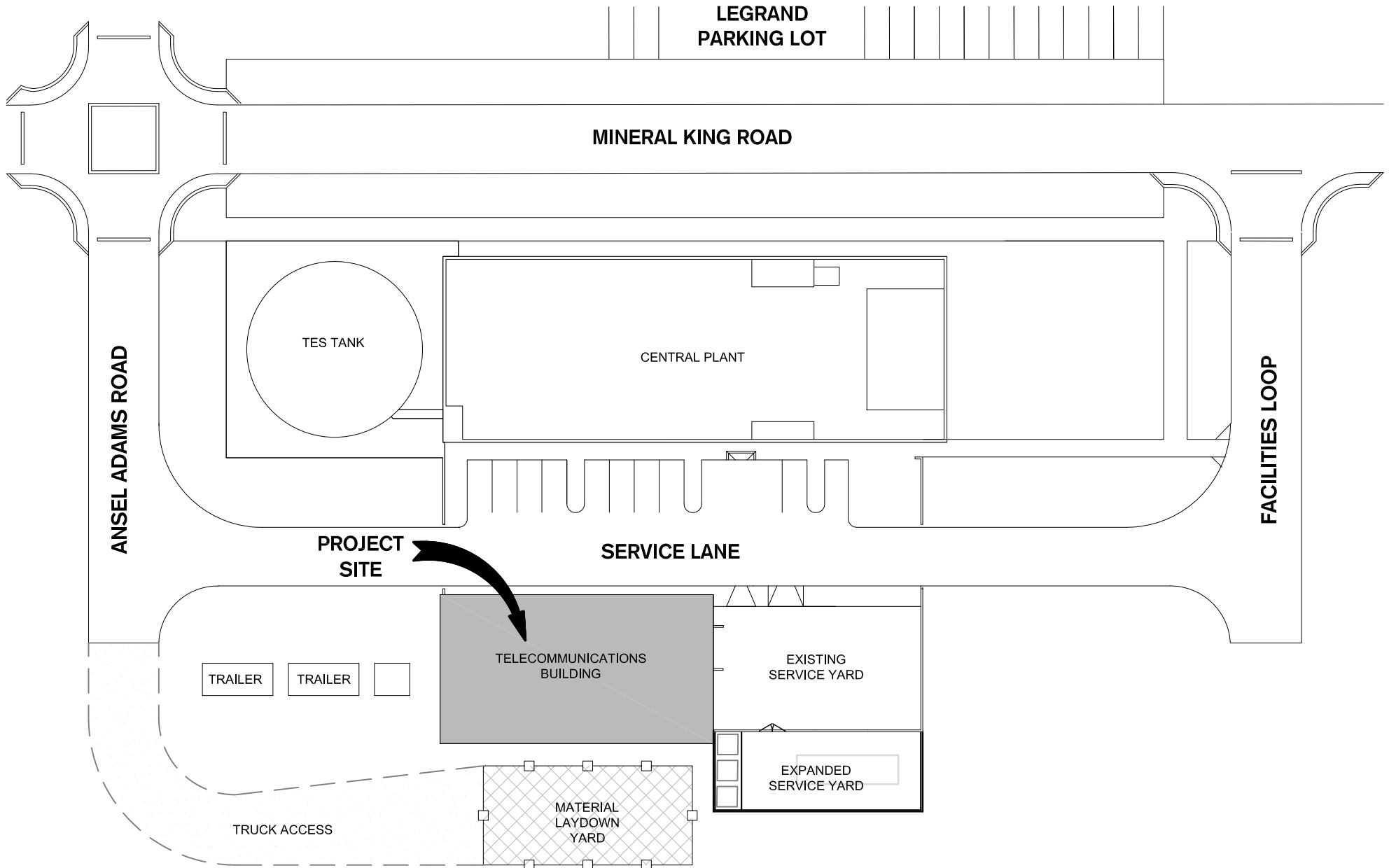
List of Drawings

| Sheet # | Sheet Description | Phase | Rev | Date |
|---------|--|---------|-----|-----------|
| 1 | CENTRAL PLANT COMPLETION | 100% SD | 0 | 3/27/2014 |
| 2 | CENTRAL PLANT COMPLETION | 100% SD | 0 | 3/27/2014 |
| 3 | CENTRAL PLANT COMPLETION | 100% SD | 0 | 3/27/2014 |
| 4 | CENTRAL PLANT COMPLETION | 100% SD | 0 | 3/27/2014 |
| 5 | CAMPUS EMERGENCY POWER | 100% SD | 0 | 3/27/2014 |
| 6 | TELECOMMUNICATIONS RELIABILITY UPGRADE | 100% SD | 0 | 3/27/2014 |
| 7 | TELECOMMUNICATIONS RELIABILITY UPGRADE | 100% SD | 0 | 3/27/2014 |

INFORMATION AVAILABLE TO BIDDERS

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

1. State of California, Department of Industrial Relations, Prevailing Wage Determinations for Statewide, Northern California, and Merced County may be found at http://www.dir.ca.gov/DLSR/statistics_research.html
 - A. No special determinations have been received from the Department of Industrial Relations for this project.
 - B. 1st publication date of the Advertisement for Bids.
2. List of CM/Contractors who are prequalified to submit bids.
3. Campus Mitigation Monitoring and Reporting Program dated March 2009
4. **Preliminary Construction Staging Plan**
5. **Telecommunication Building Interior Pictures**
6. **Campus Map**
7. **Job Walk Sign In Sheet**



CONSTRUCTION STAGING PLAN

NOT TO SCALE









CAUTION
AREA IN FRONT OF THIS
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KEPT CLEAR FOR 36 INCHES.
OSHA-NEC REGULATIONS

CAUTION
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KEPT CLEAR FOR 36 INCHES.
OSHA-NEC REGULATIONS

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Professional Fire Protection Systems

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4-10-0

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4/10/2014

3:30PM-4:30PM

LSSF B, UC Merced

| Attendee Name | Title | Organization | Phone | Email |
|------------------|----------------|-------------------|----------------|---------------------------------|
| 1 JAMES ATKINSON | PM | RUDOLPH & SUTHERN | 916-240-3253 | JAMES-ATKINSON@RSCONSTR.COM |
| 2 BRIAN TERRA | Super | OTTO | (916) 919-6983 | BTERRA@OTTOCONSTRUCTION.COM |
| 3 PAT MYERS | MEP Coord. | DPB | 916 568 3434 | |
| 4 JAY WILSON | EST. | DPB | | |
| 5 ERIC WINJIE | Px | DPB | (916) 568-3434 | ericw@dpb.com |
| 6 JOSE CARPASCIO | PM | OTTO | (916) 417-5113 | JCARPASCIO@OTTOCONSTRUCTION.COM |
| 7 JON FOARD | VP | RUDOLPH & SUTHERN | (916) 257-4435 | jon-foard@RSCONS.COM |
| 8 STEVE EVANS | Superintendent | RUDOLPH & SUTHERN | 916 524-7404 | STEVEN-EVANS@RSCONSTR.COM |
| 9 JESSICA DUFFY | PA | UCM | 209 228 4045 | jduffy@ucmerced.edu |
| 10 FRAN TELLECHA | | UCM | | |
| 11 JIM BRUGER | Engr | UCM | | |
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BID FORM

FOR:

PROJECT NO.: 900310
CENTRAL PLANT/TELECOMMUNICATIONS RELIABILITY
UPGRADE

UNIVERSITY OF CALIFORNIA
MERCED CAMPUS, MERCED COUNTY
MERCED, CALIFORNIA

BID TO:

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 210 days after the date of commencement specified in the Notice to Proceed and to complete the Work for Phase 2 within 510 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:

~~\$200,000~~ \$ 40,000 for Allowance No. 1 as identified in Section 01 21 00.
~~\$ 40,000~~ \$100,000 for Allowance No. 2 as identified in Section 01 21 00.
~~\$ 40,000~~ for Allowance No. 3 as 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 – N/A

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 - N/A

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

9.0 LIST OF SUBCONTRACTORS – ~~N/A~~

Bidder will use Subcontractors for the work included in this bid (Option Sum – Phase 2):

Yes _____

If “Yes”, attach a completed CM/Contractor Expanded List of Subcontractors form.

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 (Select one of the options provided).
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 of Key Personnel Schedule
5. A completed Best Value Evaluation Questionnaire.

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)

BEST VALUE EVALUATION QUESTIONNAIRE

As used herein, the term “entity” means the prospective bidder submitting this Prequalification Questionnaire regardless of whether the entity is a sole proprietorship, a corporation, joint venture, or partnership. Please note that the term “prospective bidder” may sometimes be used interchangeably with the term “entity.”

SUBMITTED BY:

| | |
|--|--------------------|
| _____ | |
| (Entity Name. If a Joint Venture, state name of JV Entity) | |
| _____ | |
| (Contact Name) | |
| _____ | |
| (Address) | |
| _____ | |
| (City, State, Zip Code) | |
| _____ | _____ |
| (Telephone Number) | (Facsimile Number) |
| _____ | |
| (E-mail) | |

Total Points Available – 1000 Maximum

1. FINANCIAL CONDITION

Points – 150 Maximum

The University requires that Bidders provide the following information regarding their financial condition. To verify the following information, each Bidder shall also submit a copy of its latest financial statement, either reviewed or audited in accordance with Generally Accepted Accounting Principles.

| | |
|---------------------|---------|
| Current assets | \$_____ |
| Current liabilities | \$_____ |
| Total Revenue | \$_____ |
| Net Income | \$_____ |

Total Debt \$ _____

Total Assets \$ _____

Total net worth \$ _____

NOTE: A financial statement that is not either reviewed or audited is not acceptable.

2. RELEVANT EXPERIENCE

Points – 250 Maximum

A. Demonstrate overall experience of Bidder with the type of construction required for the Project by providing detailed and relevant examples of past Comparable Projects that relate to or are similar in scope/complexity/design to the Project. Bidder is to provide a minimum of three (3) Comparable Projects, with a maximum of five (5). Comparable Project is defined as having all of the following characteristics:

1. A construction cost at the bid date of at least \$6,500,000; and at one (1) of the following locations:
 - a. Active Campus
 - b. Active Hospital
 - c. Active Data Center
 - d. Active Laboratory
 - e. Active Power Plant/Hydroelectric Facility
2. Constructed in the State of California
3. Completed within the last ten (10) years

For each example project, provide a summary page that includes the following information (2 pages maximum):

1. Project Identification
 - a. Project Photos (1/4 page maximum)
 - b. Project Name, Address
 - c. Client Name, Address
 - d. Project Scope, Description noting how it is Comparable per above (1/4 page maximum)
 - e. Project Contracting Method (CM at Risk will be scored favorably)
 - f. List of Subcontractors and Trades
 - g. List of Design Assist Subcontractors and Trades
 - h. List of Self-Performed Trades
2. Project Team: Project Executive, Pre-Construction Manager, Project Manager, Superintendent, **MEP Coordinator**, and Project Engineer only

- a. List of Project Team Members with Title/Role
 - b. Include checkbox whether the individual is being proposed for the CPTU Project.
-
- a. Experience with either CM at Risk, Design/Build, **Design Assist** or CM/Multiple Prime Delivery Method (1 page maximum)
 - i. Bidder is to provide a minimum of one (1) example project that they were the CM/Contractor, Design/Builder, **Design Assist** or CM/Multiple Prime. The following order describes the rank at which each of these Project Contracting Methods will be scored: CM at Risk (highest); Design/Build; **Design Assist**; CM/Multiple Prime (lowest).
 - ii. Provide narrative that describes Bidder's roles and responsibilities in the design phase and bidding phase of the project.
 - b. Experience with Relevant Project Scopes (2 pages maximum)
 - i. Bidder is to address all of the following Relevant Project Scopes in one of their example projects. Each Relevant Project Scope can be addressed in separate example projects, however, example projects that address more than one will be scored favorably.
 - 1. Upgrade to an existing Central Plant Facility with a 4-pipe hydronic system involving chillers and/or cooling towers. Upgrades involving both chillers and cooling towers will be scored favorably.
 - 2. New or retrofit installation of in-row cooling units for telecommunication racks. Retrofit installation will be scored favorably.
 - 3. Retrofit installation of emergency generators.
 - ii. For each Relevant Project Scope, Bidder is to provide a narrative that describes the challenges faced and how they overcame them.
 - c. Experience with Working on Active Critical Utilities (2 pages maximum)
 - i. Provide narrative and evidence of experience with working on critical utilities that could not be shut down for a long period of time, or could not be shut down at all. Projects that provide experience with not shutting down critical utilities will be scored favorably.
 - ii. Narrative should address the challenges faced and how the Bidder overcame them.
 - iii. If Bidder was in CM at Risk, Design/Build, **Design Assist**, or CM/Multiple Prime capacity, then narrative and evidence should address how the Bidder communicated this in the bidding documents for its future subcontractors.
 - d. Experience with Working with Undocumented As-Built Conditions (2 pages maximum)
 - i. Provide narrative and evidence of having dealt with either loosely documented as-built conditions or undocumented as-built conditions.

- ii. Narrative should address what steps the Bidder took during construction to mitigate this risk.
- iii. If Bidder was in CM at Risk, Design/Build, **Design Assist** or CM/Multiple Prime capacity, then narrative and evidence should address what steps the Bidder took during design phase and bidding phase to mitigate this risk.
- e. Experience with Design Assist Subcontractors (3 pages maximum)
 - i. Provide narrative and evidence of having worked with Design Assist subcontractors. Experience with Design Assist MEP Subcontractors will be scored favorably.
 - ii. Narrative should demonstrate results of coordination and collaboration process between Design Assist subcontractors, architect, engineers and owner. Include procedures or process that identified issues and outcomes of the process.
- f. Value Engineering Experience (1 page maximum)
 - i. Provide narrative and evidence of value engineering/cost savings/schedule savings recommended and implemented by Bidder during construction phase.
 - ii. If Bidder was in CM at Risk, Design/Build, **Design Assist** or CM/Multiple Prime capacity, then narrative and evidence should address the value engineering/cost savings/schedule savings recommended and implemented by Bidder during design phase.

3. DEMONSTRATED MANAGEMENT COMPETENCY

Points – 300 Maximum

Where narratives are requested for this section, each shall be no more than half page in length. Where samples are requested, provide copies of documents from the example project. It is preferred that all documents refer to the same example projects documented in Section 2. The project team member who generated the document must be identified (Name, Title/Role).

- A. Pre-Construction Management Approach and Competency (9 7 pages maximum)
 - a. Narrative describing Bidder's proposed Subcontractor Outreach Program for the CPTU Project. Specifically describe how Bidder will address the disjointed/unrelated scopes of work within the CPTU Project. (2 pages maximum)
 - i. Samples Required as Attachment to Narrative 3.A.a:
 - 1. Outreach Program Documentation used for soliciting subcontractors, including a copy of the log demonstrating outreach by trade.

2. List of Subcontractors prequalified to bid on the example project, bidders and number of bids received for all major trades.
 - b. Narrative describing Bidder's proposed Risk Management for the CPTU Project. Specifically describe how Bidder will address the disjointed/unrelated scopes of work within the CPTU Project, and how it will manage risk across multiple scopes. (2 pages maximum)
 - i. Samples Required as Attachment to Narrative 3.A.b:
 1. Project-based risk assessment materials used at key progress milestones.
 - c. Narrative describing Bidder's proposed Site Logistics Plan, materials storage, temporary facilities, large or long lead items, etc. (2 pages maximum)
 - i. ~~Samples Required as Attachment to Narrative 3.A.c:~~
 1. ~~Documents (can be excerpts) correlating constructability and construction schedule.~~
 - d. Narrative describing Bidder's proposed collaboration process for the CPTU Project. Specifically address how the Bidder will perform constructability reviews of the design documents, and how comments to the Design Team will be tracked, updated, and closed out. Narrative should describe how Bidder proposes to link constructability, value engineering and budget management from pre-construction through construction in a coordinated and seamless effort. (3 pages maximum)
 - i. Samples Required as Attachment to Narrative 3.A.d:
 1. Document tracking conflicts found, tracked and resolved during design. Relate this to the number of conflicts discovered and resolved during construction.
- B. Design Assist Subcontractor Management Approach and Competency (8 page maximum)
- a. Narrative describing Bidder's proposed program for selection and managing Design Assist subcontractors for the CPTU project. Narrative should include Bidder's assessment of utilizing Design Assist for CPTU, which trades would benefit from Design Assist contracting method and why. (2 pages maximum)
 - i. Samples Required as Attachment to Narrative 3.B.a:
 1. Design Assist Prequalification Questionnaire.
 2. Standard Design Assist subcontractor contract (can be excerpts) highlighting responsibilities between the Contractor and Design Assist Subcontractor. (2 pages maximum)
 3. Schedules of Shop Drawings, Product Data, Samples and other submittals prepared by the applicable Design Assist

- subcontractors and used to track progress. (4 pages maximum)
- C. Subcontractor Management Approach and Competency (6 page maximum)
- a. Narrative describing Bidder's proposed program for selection and managing subcontractors for the CPTU project. (2 pages maximum)
- i. Samples Required as Attachment to Narrative 3.C.a:
1. Subcontractor Prequalification Questionnaire.
 2. Standard subcontractor contract (can be excerpts) highlighting responsibilities between the Contractor and Subcontractor. (2 pages maximum)
 3. Schedules of Shop Drawings, Product Data, Samples and other submittals prepared by the applicable subcontractors and used to track progress. (4 pages maximum)
- D. Contract Schedule Management Approach and Competency (14 pages maximum, 11x17 schedule format allowed)
- a. Narrative and proposed CPTU Schedule outlining pre-construction activities, initiation of construction, and Substantial Completion of all scopes of the CPTU Project. **This proposed CPTU Schedule is to be provided on one (1) 11"x17" sheet.** Describe proposed schedule monitoring and risk management approach. Specifically address how Bidder will schedule work in limited access facilities, utility shut downs, and road closures.
- i. Samples Required as Attachment to Narrative 3.D.a:
1. 3- to 6-Week Look Ahead Schedule from midpoint of construction.
 2. Final Project Schedule showing baseline and actual. Provide comparison of initial, midpoint and final project schedule showing and explaining changes.
 3. **Documents (can be excerpts) correlating constructability and construction schedule.**
- E. Construction Budget Management Approach and Competency (8 pages maximum)
- a. Narrative describing proposed approach to CPTU budget management. Identify program/scope-related opportunities and efficiencies. Specifically address both design phase and construction phase budget management. Include description of how Bidder will reconcile differing cost estimates from other entities during design phase to ensure that CPTU will bid on budget.
- i. Samples Required as Attachment to Narrative 3.E.a:
1. RFI Log from start of project through final completion, including at a minimum, dates and description of RFI's.

- Describe process used to resolve RFI's. Provide a graph or statistics indicating length of time to RFI resolution.
2. Change Order Log from start of project through final completion, including at a minimum, date, description and cost of change orders.
 3. List of delay claims, including at a minimum, description of the claim and time requested.
- F. Proposed Project Team Organization (16 pages maximum)
- a. Organizational charts for the CPTU Project. Identify by name and title all of the proposed key personnel, and show how the project teams will be managed within the context of the project. (2 pages, 11x17 format allowed)
 - b. Resumes demonstrating qualifications, training and experience of the key personnel who will be assigned to CPTU Project. Key personnel are defined as: Pre-Construction Manager, Project Manager, Superintendent, **MEP Coordinator**, and Project Engineer. Resumes shall describe their current position/title, proposed position/title, education, professional licensing (include documentation substantiating and certifications/licensing), and work experience over the last ten (10) years.
 - i. The minimum experience requirements for all of the key personnel are as described in the Level 1 Prequalification Questionnaire, Section 8. **MEP Coordinator is to have the same minimum experience requirements as the Superintendent per Level 1 Prequalification Questionnaire, Section 8.** (10 pages maximum)
 - ii. Project Managers that act as Pre-Construction Managers will be scored favorably.
 - iii. Bidder should highlight MEP coordination experience for all key personnel. Evidence of any experience noted shall be provided as an attachment to Teams staffed with key personnel that all have highly technical experience with MEP coordination will be scored favorably.
 - c. Management and staffing plan including the key personnel, their responsibilities, and their time commitments required to perform the Work. (2 pages maximum, 11x17 format allowed)
 - d. Personnel that have worked together, particularly on the example project(s) submitted under Section 2 will be scored favorably. Provide chart of proposed personnel and their last five (5) project assignments (include all example projects included in Section 2A). (2 pages maximum)
- G. Quality Assurance and Quality Control (2 pages maximum)
- a. Narrative describing how Bidder will organize the QA/QC approach for the CPTU Project, how it will be developed in Phase 1- Pre-Construction, and how it will be managed from Construction through Closeout.

4. LABOR COMPLIANCE

Points – 150 Maximum

- a. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom Bidder intends to request the dispatch of apprentices to Bidder for use on the Project.

Name _____

Address _____

Telephone Number _____

If Bidder operates its own State-approved apprenticeship program state the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of Bidder's apprenticeship program(s).

- b. If any of the trade work identified below will be performed by subcontractors listed by Bidder in the Subcontractor Listing that accompanies its bid then answer the question below for each of such affected subcontractors.

Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom Subcontractor intends to request the dispatch of apprentices to Subcontractor for use on the Project.

Name _____

Address _____

Telephone Number _____

If Subcontractor operates its own State-approved apprenticeship program state the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of Subcontractor's apprenticeship program(s).

- c. At any time during the last five years, has Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

☐ Yes ☐ No

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

- d. If any of the trade work identified below will be performed by subcontractors listed by Bidder in the Subcontractor Listing that accompanies its bid then answer the question below for each of such affected subcontractors.

During the last five (5) years, was (Identify Subcontractor)

_____ found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

☐ Yes ☐ No

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

- e. During the last five (5) years, was Bidder required to pay either back wages or penalties for Bidder's failure to comply with the State's prevailing wage laws?

☐ Yes ☐ No.

If "yes," identify the violation by providing the project name, date of the violation, name of the entity (or entities), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved, a brief description of the resolution).

- f. If any of the trade work identified below will be performed by subcontractors listed by Bidder in the Subcontractor Listing that accompanies its bid then answer the question below for each of such affected subcontractors.

During the last five (5) years, was (Identify Subcontractor)

_____ required to pay either back wages or penalties for (Identify Subcontractor) _____ failure to comply with the State's prevailing wage laws?

☐ Yes ☐ No.

If "yes," identify the violation by providing the project name, date of the violation, name of the entity (or entities), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved, a brief description of the resolution).

5. **SAFETY RECORD**

Points – 150 Maximum

- A. Does your firm have a written Injury and Illness Prevention Program (IIPP) that complies with California Code of Regulations, Title 8, Sections 1509 and 3203?
YES ☐ NO ☐
- B. Does your firm have a written safety program that meets CAL/OSHA requirements?
YES ☐ NO ☐
- C. Will your firm have personnel permanently assigned and dedicated to Safety on this project?
YES ☐ NO ☐

If "Yes", state the names of all such personnel who will be assigned and individually list their specific duties:

| <u>Name, Title</u> | <u>Specific Duties</u> |
|--------------------|------------------------|
| _____ | |
| _____ | |
| _____ | |
| _____ | |
| _____ | |
| _____ | |
| _____ | |

Attach resumes (include certification and safety related training received.)

- D. Have you had accidents, which resulted in a construction fatality, on any of your projects within the last five (5) years?
YES ☐ NO ☐

If yes, provide additional information.

- _____
E. Do you have any recordable injury in the past 5 years?
YES ☐ NO ☐

If "yes", include the average total recordable injury for the past 5 years
Include a total recordable illness rate for the past 5 years.
Include lost work rate for the past 5 years.

- F. Attach EMR verification from State of California or from insurance company for each of the past 5 years. (Maximum average EMR Rate is 1.15)

EMR Category Code: _____

- G. Have you had Cal-OSHA fines in the Serious, Repeat or Willful categories?

If yes, provide additional information.

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Bidders' Signature: _____

Date: _____

Name of the person signing: _____

Title/Position at the company: _____

AGREEMENT

THIS AGREEMENT is made as of the { } day of { }, 20{ }, between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“University”),

| | |
|---|---|
| whose facility is: | University of California Merced Campus |
| whose address for notices is: | Physical Planning, Design & Construction University of California 5200 N. Lake Rd. Merced, California 95343 |
| and CM/Contractor: | {Name} |
| whose address for notices is: | {Street Address} {City, State, Zip} |
| for the Project: | Central Plant/Telecommunications Reliability Upgrade University of California, Merced Project No. 900310 University of California Merced Campus, Merced County Merced, California |
| University's Responsible Administrator: | Thomas E. Lollini Associate Vice Chancellor, PPD&C |
| University's Representative is: | Michael Chow |
| whose address for notices is: | Design & Construction University of California, Merced 5200 N. Lake Rd. Merced, California 95343 |
| Contract Documents for the Work Prepared by: | AEI Affiliated Engineers, Inc. 123 Mission St, 7 th Floor San Francisco, CA 94105 |

University and CM/Contractor hereby agree as follows:

ARTICLE 1 WORK

CM/Contractor shall provide all work required by the Contract Documents (the "Work"). CM/Contractor agrees to do additional Work arising from changes ordered by the University pursuant to Article 7 of the General Conditions or Contract Amendments ordered by the University pursuant to Article 16 of the General Conditions. The Work will be performed in Phases identified as follows:

Phase 1 – Pre-Construction Services

Phase 2 – Construction

ARTICLE 2 OPTION

The University may require the performance of the Work under Phase 2 by exercising its option, in writing, directing the CM/Contractor to proceed with performance under Phase 2. The Option for Phase 2 may be exercised at any time after the Notice to Proceed is issued for Phase 1, but no earlier than the Phase 1 duration less the Design/Construction Overlap Duration, nor later than 120 days after the completion of Phase 1.

ARTICLE 3 CONTRACT DOCUMENTS

"Contract Documents" means the Advertisement For Prequalified CM/Contractors, the Announcement to Level 1 Prequalified Bidders, the Announcement to Level 2 Prequalified Bidders, Instructions To Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Contract Amendments, Notice of Completion, and all other documents identified in this Agreement that together form the contract between University and CM/Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and CM/Contractor and supersedes any previous agreements or understandings.

ARTICLE 4 CONTRACT SUM

Subject to the provisions of the Contract Documents, University shall pay to CM/Contractor for the performance of the Pre-Construction Services, the sum of \$220,000, the Contract Sum. The Contract Sum may be increased by the following Option Sum – Phase 2, if the University exercises its option for Phase 2:

Option Sum - Phase 2 - **{ \$AMOUNT IN FIGURES }**

Unit prices, if any, are as follows: N/A

If the University exercises its option for Phase 2, the Contract Sum will be increased, by an amount equal to the unit price multiplied by the actual number of units of each Unit Price item incorporated in the Work. The Anticipated Contract Value for the Work hereunder is ~~\$13,000,000~~ **\$12,870,000**. The Maximum Anticipated Contract Value for the Work hereunder is ~~\$14,950,000~~ **\$14,800,000**.

The University does not represent that either the Anticipated Contract Value or the Maximum Anticipated Contract Value will be reached and the CM/Contractor's right of recovery shall be limited to the Contract Sum as increased, if at all, pursuant to the provisions of this Agreement.

The Option Sum – Phase 2 includes the following Alternate accepted by University:
NONE

ARTICLE 5 CONTRACT TIME

Phase 1 - CM/Contractor shall commence the Work for Phase 1 on the date specified in the Notice to Proceed for Phase 1 and fully complete the work within ~~180~~ **210** days, the "Phase 1 Time". The Contract Time on the date of contract award is the Phase 1 Time.

Phase 2 – The CM/Contractor shall commence the Work for Phase 2 on the date specified in the Notice to Proceed for Phase 2 and fully complete the Work for Phase 2 within ~~700~~ **510** days, the "Phase 2 Time". Upon issuance of the Notice to Proceed for Phase 2, the Contract Time will be revised to be number of days calculated from the date specified on the Phase 1 Notice to Proceed, as modified by Change Order, to the date of the Notice to Proceed for Phase 2 plus the Phase 2 Time.

By signing this agreement, CM/Contractor represents to University that the contract time for each Phase is reasonable for completion of the work for that Phase and that CM/Contractor will complete the Work within the Contract Time.

ARTICLE 6 LIQUIDATED DAMAGES

If CM/Contractor fails to complete the Work within the Contract Time, CM/Contractor shall pay to University, as liquidated damages and not as a penalty, the sum of \$2,500.00 for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of \$250.00 per day. University and CM/Contractor agree that if the Work is not completed within the Contract Time, University's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. University may deduct any liquidated damages due from CM/Contractor from any amounts otherwise due to CM/Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of CM/Contractor other than failing to complete the Work within the Contract Time. This Article 6 will only apply if the University exercises its Option for Phase 2.

ARTICLE 7 COMPENSABLE DELAY

If CM/Contractor is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum of \$ **{AMOUNT IN FIGURES}** per day for each day for which such compensation is payable.

This Article 7 will only apply if the University exercises its Option for Phase 2, and only to the extent that CM/Contractor fulfills requisites proving entitlement to Compensable Delay damages.

ARTICLE 8 DUE AUTHORIZATION

The person or persons signing this Agreement on behalf of CM/Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed, and delivered by CM/Contractor.

ARTICLE 9 PHASE 1 TERMINATION

University may terminate the Phase 1 Work for convenience any time upon 5 days written notice. In the event of such termination of the Phase 1 Work for convenience, the University shall pay CM/Contractor the reasonable value of CM/Contractor's Work up to the effective date of termination, not to exceed the Contract Sum for Phase 1.

Article 13.4 of the General Conditions shall not apply to any termination of the Phase 1 Work for convenience; Article 13.4 only shall apply to termination for convenience of the Phase 2 Work.

ARTICLE 10 CM/CONTRACTOR'S REPRESENTATIONS

Without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, the CM/Contractor makes the following representations to University:

- a. CM/Contractor accepts the relationship of trust and confidence with the University established by the Contract Documents. CM/Contractor will cooperate with University.
- b. CM/Contractor has carefully examined the site of the Project, to the extent available, and the adjacent areas, has suitably investigated the nature and location of the Work and has satisfied itself as to the general and local conditions which will be applicable, including but not limited to: (a) conditions related to site access and to the transportation, disposal, handling and storage of materials; (b) the availability of labor, water, power and roads; (c) normal weather conditions; (d) observable physical conditions at the site and existing site conditions including: size, utility capacities and connection options of external utilities; (e) the surface conditions of the ground and (f) the character and availability of the equipment and facilities which will be needed prior to and during the performance of Work.
- c. CM/Contractor has suitably reviewed documentation furnished by University in the Information Available to Bidders.
- d. All labor, services, materials, equipment and furnishings incorporated into or used in the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents) and free of liens, claims and security interests of third parties. If required by the University, CM/Contractor will furnish satisfactory evidence as to the kind and quality of the materials, equipment and furnishings.
- e. The Work will be of good quality, free of defects and will conform with the requirements of the Contract Documents. Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or authorized by the University in advance, may be considered defective.
- f. All Project Construction Cost Estimates provided by the CM/Contractor for the Work, based on 50% complete (or greater percentage of completion), Drawing and Specification submittals, produced by the University's Design Professional, will be complete and accurate; will incorporate the cost for the means and methods required to complete the

Work; and will incorporate the cost for all schedule constraints shown in the Contract Schedule necessary to complete the work within Contract Time.

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

CONTRACTOR:

(Name of Firm)

(Type of Organization)

By: _____
(Signature)

(Printed Name)

(Title)

California Contractor's License(s):

(Name of Licensee)

(Classification and License Number)

(Expiration Date)

Employer Identification Number

(EIN NUMBER)

UNIVERSITY:

The Regents of the University of California

Design & Construction, Merced Campus
(Facility)

By: _____
(Signature)

Thomas E. Lollini
(Printed Name)

Associate Vice Chancellor Design & Construction
(Title)

Attach notary acknowledgment for all signatures of CM/Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer attach original notarized Power of Attorney or Corporate Resolution.

SUPPLEMENTARY CONDITIONS

1. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – CM/CONTRACTOR

3.9.9.1 CM/Contractor shall incorporate in Contract Schedule a work activity of 10 days representing the time period for the University's Representative to obtain Department of Finance approval of each Bid Package.

3.9.9.2 CM/Contractor shall incorporate in Contract Schedule a work activity of 10 days representing the time period for the University's Representative to obtain approval of each Bid Package Certification. This duration follows and is in addition to the duration in 3.9.10.

3.9.12 The CM/Contractor shall insert, in all Preliminary Contract Schedule(s) and Contract Schedule(s), Work Activity(s) corresponding to each Bid Package immediately following the submittal by CM/Contractor to University of Bid Package Certification and preceding the University issuing a Contract Amendment for the Bid Package. The Work Activity shall be entitled "University Review of Bid Package Certification (Bid Package description)". This Work Activity represents the time required by the University to review the Bid Package Certification and time to resolve any bid protest under the University's Bid Protest Procedures exhibit. The CM/Contractor shall insert a duration of 5 days for all such work activities. CM/Contractor will not be entitled to an extension of the Contract Time or compensation for delay if:

- .1 the Contract Amendment is issued on or before the expiration of the duration specified above, or
- .2 the decision of the Hearing Officer results in a determination in favor of the protesting party and the CM/Contractor was responsible for the circumstances that resulted in such decision.

Article 3.13.12 is replaced as follows:

3.13.2 CM/Contractor shall, on a daily basis during performance of Work, keep the Project Site and surroundings area free from the accumulation of dirt, waste materials, and rubbish caused by CM/Contractor. If clean-up is not performed on a daily basis, University may perform clean-up as necessary, and allocate the cost for such clean-up between those firms responsible. CM/Contractor shall remove all dirt, waste materials, and rubbish caused by CM/Contractor, along with any tools, equipment, machinery, and surplus materials from the Project site and surrounding area at the completion of the Work. Clean-up of unclean jobsite conditions must be within 24 hours after such notice has been given to CM/Contractor by University's Representative.

The following article is added to Article 3 of the General Conditions

3.22 DAILY REPORTS

3.22.1 CM/Contractor shall submit daily reports, on the form contained in the Exhibits, to the University's Representative not later than 2:00PM each work day.

3.23.3.1 The CM/Contractor may elect to bid for Construction Work for Bid Packages that primarily involve the following specific trade(s):

N/A

3.23.3.2 The CM/Contractor shall provide written notification to University's Representative within 10 days from the Phase 1 Notice to Proceed date if CM/Contractor, a company CM/Contractor has a financial interest in, or a parent company of CM/Contractor intends to submit a bid to self-perform the work described above.

2. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

Article 4.2.5 in the General Conditions is replaced in its entirety with the following:

4.2.5 Should University's Representative fail to issue a decision on a Change Order Request within a 30-day period,
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CM/Contractor may send a notice of intent to file a lawsuit or stop payment notice to compel a response to the Change Order Request. If no decision is made in writing by the University's Representative within five business days after notice of intent to file a lawsuit to compel a response to the Change Order Request, CM/Contractor may file a stop payment notice, pursuant to California Law or a lawsuit to compel such response. If a lawsuit is successful in convincing a court to issue an order compelling such a response, the CM/Contractor shall be entitled to \$10,000 as damages to fully compensate contractor for any and all losses resulting from the University's failure to issue a decision, and neither CM/Contractor nor University shall be allowed its costs or attorneys fees. Nothing in this Article 4.2.5 shall be construed to otherwise increase or decrease rights or obligations of the CM/Contractor or University, if any, pursuant to Article 6 or Article 7 of the Agreement, or to create a right for either party to attorneys' fees or costs.

Article 4.5.1 in the General Conditions shall be replaced in its entirety by:

4.5.1 University's Representative will timely review Claims submitted by CM/Contractor. If University's Representative determines that additional supporting data are necessary to fully evaluate a Claim, University's Representative will request such additional supporting data in writing. Such data shall be furnished no later than 10 days after the date of such request. University's Representative will render a decision promptly and in any case within 30 days after the later of the receipt of the Claim or the deadline for furnishing such additional supporting data; provided that, if the amount of the Claim is in excess of \$50,000, the aforesaid 30-day period shall be 60 days. The University's Representative's decision on a Claim or dispute will include a statement substantially as follows:

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

Should University's Representative fail to issue a decision on a Claim pursuant to the deadlines outlined above, CM/Contractor may send a notice of intent to file a lawsuit or stop payment notice to compel a response to the Claim. If no decision is made in writing by the University's Representative within five business days after notice of intent to file a lawsuit or stop payment notice to compel a response to the Claim, CM/Contractor may file a stop payment notice, pursuant to California Law or a lawsuit to compel such response. If a lawsuit is successful in convincing a court to issue an order compelling such a response, the CM/Contractor shall be entitled to \$10,000 as damages to fully compensate contractor for any and all losses resulting from the University's failure to issue a decision, and neither CM/Contractor nor University shall be allowed its costs or attorneys fees. Nothing in this Article 4.5.1 shall be construed to otherwise increase or decrease rights or obligations of the CM/Contractor or University, if any, pursuant to Article 6 or Article 7 of the Agreement, or to create a right for either party to attorneys' fees or costs.

3. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 8 – CONTRACT TIME

~~8.4.1.6.11~~ **8.4.1.4.9** “Rainy weather”, but only for such days of rain that are in excess of the number of days specified:

January – 5 days
February - 6 days
March – 5 days
April – 3 days
May - September – 0 days
October – 1 day
November – 2 days
December - 3 days

In order for a day to be considered a “day of rainy weather” for the purposes of determining whether CM/Contractor is entitled to a time extension, all of the following conditions must be met:

- .3 the CM/Contractor must have employed all reasonable rain mitigation measures to enable the Work to continue on the day; and

.4 all other conditions of Article 8 must be met.

When the total number of rainy weather days within a month does not exceed the number of days specified, the remaining days shall carry forward to the next month of the Project. Remaining rain days for the calendar year shall carry forward to the next calendar year through final completion of the Project.

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

Insurance required by Paragraphs 11.1.2.1, 11.1.2.2, and 11.1.2.4 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

Minimum Requirement

| | | |
|----------|---|-------------|
| 11.1.2.1 | Commercial Form General Liability Insurance-Limits of Liability | |
| | Each Occurrence-Combined Single Limit for Bodily Injury and Property | \$2,000,000 |
| | Products-Completed Operations Aggregate | \$4,000,000 |
| | Personal and Advertising Injury | \$2,000,000 |
| | General Aggregate | \$4,000,000 |
| 11.1.2.2 | Business Automobile Liability Insurance-Limits of Liability | |
| | Each Accident-Combined Single Limit for Bodily Injury and Property Damage | \$1,000,000 |
| 11.1.2.4 | Professional Liability Insurance - Limits of Liability | |
| | Each Occurrence | \$2,000,000 |
| | General Aggregate | \$4,000,000 |

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

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

5. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

The following section 10.4 is added to Article 10:

10.4 ELECTRICAL CERTIFICATION AND APPRENTICESHIP REQUIREMENTS

10.4.1 Projects where the electrical scope of work is estimated to be \$100,000 or more will include a requirement that the contractor shall:

1. Ensure that a minimum of 60% of all journeymen wiremen will be graduates of an apprenticeship program approved by the California Apprenticeship Council.
2. Ensure that a minimum of 20% of jobsite electrical workers are OSHA 10-hour General Industry Safety & Health certified.
3. Ensure that at least one jobsite electrical worker is OSHA 30-hour General Industry Safety and Health certified.

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

11.1.10 CM/Contractor may require all Subcontractors added by Contract Amendment to provide insurance meeting the requirements of Article 11 in amounts up to and including the limits specified below. CM/Contractor shall include in its Option Sum - Phase 2 the cost of insurance provided by subcontractors added by Contract Amendment, to the extent the cost results from the CM/Contractor's decision to require insurance exceeding the requirements of Article 11 and/or the specified limits:

| | <u>Minimum Requirement</u> |
|--|----------------------------|
| 11.1.10.1 Commercial Form General Liability Insurance-Limits of Liability | |
| Each Occurrence-Combined Single Limit for Bodily Injury and Property | \$2,000,000 |
| Products-Completed Operations Aggregate | \$4,000,000 |
| Personal and Advertising Injury | \$2,000,000 |
| General Aggregate | \$4,000,000 |
| 11.1.10.2 Business Automobile Liability Insurance-Limits of Liability | |
| Each Accident-Combined Single Limit for Bodily Injury and Property Damage | \$1,000,000 |
| 11.1.10.3 Workers' Compensation and Employer's Liability Insurance as required by Federal and State of California law. | |

7. MODIFICATION OF GENERAL CONDITIONS ARTICLE 11 – INSURANCE AND BONDS

Article 11.3 of the General Conditions is replaced in its entirety with the following revised Article 11.3 (see also Article 5.2 – Supplementary Instructions Bidders):

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 CM/Contractor shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in the Exhibits.

11.3.2 The Payment Bond and Performance Bond shall each be in the amount of the Phase 1 Contract Sum.

11.3.3 The Payment Bond and Performance Bond shall be increased so that each is in the amount of the Anticipated Contract Value less the Phase 1 Contract Sum. The CM/Contractor shall provide the increased Payment Bond and the increased Performance Bond within ten (10) days of Notice of Intent.

If thereafter the Contract Sum exceeds the Anticipated Contract Value less the Phase 1 Contract Sum, CM/Contractor shall furnish supplemental Payment and Performance Bonds in an amount equal to any increase in the Contract Sum above the Anticipated Contract Value.

11.3.4 CM/Contractor shall promptly furnish such additional security as may be required by University to protect its interests and those interests of persons or firms supplying labor or materials to the Construction Work.

11.3.5 Surety companies used by CM/Contractor shall be, on the date the Contract is signed by University, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

11.3.6 The premiums for the Payment Bond and Performance Bond shall be paid by CM/Contractor.

11.3.7 If CM/Contractor fails to furnish the increased performance and payment bonds required hereunder within 10 days of the University's issuance of the Notice of Intent, University may:

.1 Elect to not exercise its Option for Phase 2 and not award a contract for Construction Work to another contractor, in which case the CM/Contractor shall pay to the University, as liquidated damages, \$250,000, or

.2 Elect to not exercise its Option for Phase 2 and award a contract for the Construction Work to another contractor, in which case the CM/Contractor shall pay to the University the difference between the amount of the Option Sum Phase 2 and the larger amount for which University procures the Work, plus liquidated damages at the rate specified in Article 6 of the Agreement, for each day of delay, beyond the 10 days for furnishing the increased payment and performance bonds, in awarding a contract for the Construction Work to another contractor, or

.3 Elect to exercise its Option for Phase 2, after the CM/Contractor furnishes the payment and performance bonds, in which case the CM/Contractor shall pay to the University liquidated damages at the rate specified in Article 6 of the Agreement, for each day of delay beyond the 10 days for furnishing the increased payment and performance bonds.

8. MODIFICATION OF GENERAL CONDITIONS ARTICLE 14 – STATUTORY AND OTHER REQUIREMENTS

14.1. PATIENT HEALTH INFORMATION

Contractor acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Contractor shall immediately notify University Representative of any such contact. Any and all forms of PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or shared. Contractor will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Contractor, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Contractor will report such actions immediately to the University Representative. Contractor will immediately take all steps necessary to stop any such actions and will ensure that no further violations of this contractual responsibility will occur. Contractor will report to University Representative within five (5) days after Contractor gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

June 4, 2013

ADDENDUM NO. 2

Supplementary Conditions - 5

CM/Contractor:SC w/oUCIP

The following article is added to the General Conditions:

14.3.4 At no extra cost to the University, Work performed on this Contract shall be subject to the University's Labor Compliance Program (hereinafter referred to as LCP; a copy of the LCP is posted at <http://budget.ucop.edu/dc/documents/lcp.pdf>), including without limitation, all requirements of California Code of Regulations, Title 8, Chapter 8, Subchapter 4 (commencing with section 16421). The primary function of the LCP is to ensure compliance with the prevailing wage requirements found in the Public Works Chapter of the Labor Code. Specific attention should be given to the following requirements:

1. A mandatory pre-job conference to discuss federal and state labor law requirements shall be conducted before commencement of the Work with CM/Contractor and Subcontractors listed in the bid, or, is this is a design-build contract, who are required to be identified or prequalified as a part of the procurement process for the design build contract.

2. Certified payroll records be kept by the CM/Contractor in accordance with Labor Code Section 1776 and furnish to the LCP at times designated in the Contract or LCP, which shall be at least monthly, or within 10 days of any request by the Awarding Body. Contract payments shall not be made when payrolls records are delinquent or inadequate.

3. The University's LCP was approved by the Director of the Department of Industrial Relations on June 17, 2009. The limited exemption from prevailing wages pursuant to Labor Code Section 1771.5(a) does not apply to Contracts under the jurisdiction of LCP. The LCP is administered by Thomas Lollini. Inquiries, questions or requests for assistance with regard to the LCP may be made by calling (209) 228-4479.

4. Contractor and every Subcontractor required to submit certified payrolls and labor compliance documentation shall use the FM International Labor Compliance Program software LCP Tracker provided by University. The software is a web-based system accessed by a web browser. CM/Contractor and each Subcontractor will be provided a Log-On identification and password to access University's reporting system. Use of the system may entail additional data entry of weekly payroll information including, without limitation: employee identification, labor classification, total hours worked and hours worked on the project, wage and benefit rates paid, etc. The required software shall be used regardless of the ability to interface with CM/Contractor's or Subcontractor's payroll and accounting system. On-line training in the use of the system is available via the Internet. University may elect to schedule training classes in this use of the LCP Tracker and CM/Contractor shall have all necessary personnel attend and shall require attendance by all Subcontractors.

[End]

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 | Pre-Construction Manager | | Phase 1 | 75% |
| 1 | Project Manager* | | Phase 1 / 2 | 50%* / 100% |
| 1 | Superintendent | | Phase 1 / 2 | 20% / 100% |
| 1 | Lead Project Engineer | | Phase 1 / 2 | 10% / 100% |
| 1 | MEP Coordinator | | Phase ½ | 50%/50% |

*If Project Manager is the same person as the Pre-Construction Manager, then the percentage of time for the Project Manager in Phase 1 shall be 75%.

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:

Providing necessary campus Central Utility Plant upgrades to provide increased utility capacities, increased reliabilities to ensure continued utility supplies to the campus. The Project scope of work includes three major components:

1. Increase the Central Plant Cooling Capacity: Provide and install chillers, cooling towers, pumps, piping and electrical switchgear to provide a minimum of 2,500 tons of cooling capacity to meet critical short-term cooling needs.
2. Correct Existing Telecommunications Facility Deficiencies: This project will provide a new rack system with in-row cooling units served by an independent, closed-loop cooling system connected to the existing chilled water service with heat exchangers and pumps.
3. Provide Increased Emergency Back-up Power: Provide and install an emergency power system capable of providing one megawatt of power to support critical campus research and telecom infrastructure.

ARTICLE 1

GENERAL PROVISIONS
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 38.

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:

- a. 01 43 39 Mock Ups
- b. 01 43 40 Exterior Enclosure Performance Requirements

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 38, 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 CM/Contractor shall provide, at a minimum, pre-construction staffing levels per the matrix below. The following minimal personnel will be provided by the CM/Contractor to manage, implement and supervise the Work during Phase 1 – Pre-Construction Services of the Project. If the CM/Contractor needs to provide more than the minimum requirements to complete the Work, the University will not be required to compensate the CM/Contractor for any additional personnel requirements.

| Quantity | Title/Function | % Time Pre-Construction |
|----------|--------------------------|-------------------------|
| 1 | Pre-Construction Manager | 75% |
| 1 | Project Estimator | 75% |
| 1 | Project Manager* | 50% |
| 1 | Superintendent | 20% |
| 1 | MEP Coordinator | 50% |

*If the Project Manager (Phase 2 – Construction Services) is the same person as the Pre-Construction Manager (Phase 1 –Pre-Construction Services), then the Project Manager's percentage of time in Pre-Construction shall be 75%.

2.3 PROJECT CONTROL/ESTIMATING

2.3.1 Within fifteen (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 100% Design Development cost estimate, the CM/Contractor shall prepare a peer review cost estimate. If 100% Design Development cost estimate has been prepared prior to CM/Contractor being under contract, then the CM/Contractor shall prepare and submit the peer review cost estimate within fifteen (15) days of Notice to Proceed. CM/Contractor shall meet with the Design Professional to reconcile discrepancies between its estimate and Design Professional's estimate. Upon University Design Professional's 50%, 100% and final back check completion of Construction Documents of each Design Package, 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 CM/Contractor shall prepare a Project Procedures Manual in conjunction with the University and is approved by the University's Representative for all major project activities including, but not limited to: roles and responsibilities; project directories; communication 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. The final draft of the Project Procedures Manual shall be submitted to the University prior to the authorization to proceed with Option Sum Phase 2.

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. CM/Contractor shall submit the Preliminary Contract Schedule at 50% Construction Documents Phase, with an updated schedule at 90% Construction Documents Phase.

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 of the Notice to Proceed for Phase 1, CM/Contractors shall submit to the University the proposed scheduling system it plans to use for its scheduling effort on the Project. The scheduling software shall be Primavera 6 or equal. Approval for any proposed equal shall be in writing from the University.

2.3.7 CM/Contractor is 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, addenda, proposals for cost saving alternatives, first cost and life cycle analysis, and schedule implications created by Value Engineering Analysis options. CM/Contractor to provide a list of Value Engineering changes for the Project. At a minimum, this list shall include the following references: location; drawing number and detail number or specification section; trades involved; approximate cost savings; details for proposed changes; and schedule impact.

2.3.7.1 The CM/Contractor's Pre-Construction Manager, Project Manager, Project Estimator, and Superintendent (if requested) shall be present in Value Engineering Analysis meeting with the University's Representative and the Design Professionals. These meetings will be required until the Value Engineering Analysis options have been finalized and fully incorporated into the Project Documents. The Value Engineering shall be done for each of the Bid Packages. The Value Engineering Analysis shall be done at the same time as the 100% Design Development (DD) constructability review. A backcheck Value Engineering Analysis shall be performed at the 50% Construction Documents (CD) phase to ensure that any approved value engineering options were fully incorporated and that any design changes from 100% DD to 50% CD are reviewed with the same value engineering analysis efforts.

2.4 CM/CONTRACTOR DESIGN COORDINATION SERVICES

2.4.1 CM/Contractor shall review all provided as-built references in the Project documents and confirm that all references are consistent with actual conditions in the field. CM/Contractor is coordinate with the University for access. CM/Contractor to provide a report of conflicts, noting what the actual conditions in the field are. As-Built Conditions Report shall include, at a minimum, photos of actual field conditions, mark-up of Project documents where applicable, and method of tracking each condition to resolution. As-Built Conditions Report shall be submitted during the 100% Design Development constructability review. CM/Contractor's Project Manager and Superintendent (if requested) shall be present in As-Built Conditions Review meetings with the University's Representative and the Design Professionals. These meetings will be required until the as-built conflicts have been finalized and fully incorporated into the Project Documents. CM/Contractor shall track each condition/conflict through to resolution prior to issuance of Bidding Documents. The University will not be responsible for any cost and/or schedule impacts resulting from any item(s) not resolved prior to the authorization of Option Sum Phase 2.

2.4.2 At the end of 100% Design Development phase of design, 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, 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. CM/Contractor to submit Bid Contingency Matrix to the University by the 50% Construction Documents design phase independent cost estimate. If Bid Contingency Matrix warrants any revisions due to unforeseen market changes, CM/Contractor is to provide an updated Matrix prior to the issuance of Bidding Documents.

2.4.4 CM/Contractor shall schedule and conduct constructability reviews on the Construction Documents and provide input during the design phase. Constructability review comments are to be tracked in the Plan Check Comment Log described in 2.4.5 below.

2.4.5 At the same time the CM/Contractor performs cost estimates as 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 review and the University's plan check review are logged and tracked until resolution of those comments/concerns prior to issuance of Bidding Documents. Plan Check Comment Log shall maintained by the CM/Contractor throughout all design phases, recording at a minimum: the issue, issue location (drawing number/detail and/or specification section/subparagraph), the issue author, the resolution, resolution location (drawing number/detail and/or specification section/subparagraph), resolution author, and backcheck confirmation. CM/Contractor to submit proposed Plan Check Comment Log format to the University prior to performing the 100% Design Development review, **but no later than fifteen (15) days after Notice to Proceed for Phase 1.**

2.4.5.1 ~~University for approval within fifteen (15) days of Notice to Proceed for Phase 1.~~ University will not be responsible for any cost and/or schedule impact resulting from any item(s) not resolved prior to the authorization of Option Sum Phase 2.

2.4.6 CM/Contractor is to prepare and develop a site logistics plan in coordination with the University's Representative. The Site Logistics Plan will be fully incorporated into the Project Documents for bidding. CM/Contractor is to submit a draft Site Logistics Plan by 50% Construction Documents design phase, with the final draft submitted by 100% Construction Documents design phase.

2.4.7 CM/Contractor to prepare Preliminary Commissioning Schedule for the Project and submit to the University for review and approval by 100% Construction Documents design phase.

2.4.8 CM/Contractor shall attend weekly meetings with the University and Design Professional (as required) throughout Phase 1 – Pre-Construction in order to coordinate all reviews, tasks and deliverables required throughout this Exhibit. CM/Contractor's Pre-Construction Manager, Project Manager, Superintendent and Project Estimator (if requested) shall be in attendance for each meeting. It is the University's intention to also have the Design Professional attend every other week in order to facilitate coordination and resolution of issues. At the end of CM/Contractor's Pre-Construction Services but prior to the authorization of Option Sum Phase 2, the University will issue a Pre-Construction Hand Off Memorandum that will document all decisions and deliverables made during the

2.5 CM/CONTRACTOR BID PHASE 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. Draft Bid Packages shall be submitted to the University for review and approval by 90% Construction Documents design phase.

2.5.2.1 CM/Contractor, with the assistance of the Design Professional and the University's Representative, review Project documents and advise on which, if any, trade package(s) would benefit from utilizing the Design Assist contract delivery method. CM/Contractor is to propose Design Assist trade packages to the University by 100% Design Development design phase. If Design Assist for select trades is approved, CM/Contractor shall be responsible for preparing all Design Assist prequalification material and bidding documents exclusive of drawings and technical specifications in coordination with the University.

2.5.3 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. CM/Contractor's Bid Form shall be made unique to each trade package, with its corresponding alternates, allowances and unit prices specifically noted. A generic Bid Form for all trades is not acceptable. Pro Forma Bidding Documents shall be submitted to the University for review and approval by 100% Construction Documents design phase.

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.

2.5.6.1 Prequalification materials, and the proposed method of evaluating the prequalification materials, are to be submitted to the University by 50% Construction Documents design phase for review and approval prior to issuance. In addition to utilizing CM/Contractor's network of contacts with contractors/subcontractors, CM/Contractor shall also post prequalification materials at the following locations: University's website www.ucmerced.edu/rfprfq ; University's ShareFile for all California's Builders Exchanges; and anywhere else the University deems appropriate.

2.5.6.2 CM/Contractor is to maintain a Prequalification Outreach Log recording at a minimum: subcontractor firm; contact person; phone; email; response and any follow up. The Prequalification Outreach Log will also track whether or not each subcontractor submitted a prequalification, and if they were prequalified.

2.5.6.3 Prior to posting the results of the Prequalification phase, CM/Contractor is to provide a summary of the results to the University for review and approval. If it appears the pool of prequalified bidders is not sufficient to meet the minimum of three (3) bidders, the CM/Contractor is responsible for revising the prequalification to the University's satisfaction and re-post until the pool of prequalified bidders is acceptable.

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 within three (3) days of receiving bids. 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. CM/Contractor shall submit the spreadsheet analyses and copies of the lowest responsible bids to the University at the time Bid Certification is submitted.

2.5.10 CM/Contractor shall supervise Labor Compliance Program Mandatory Pre-Job Conference with all awarded bidders for the trades in coordination with the University. University to provide required materials and handouts 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 38 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:

Not Applicable

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

Not Applicable

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 Manager | 50% |
| 1 | Superintendent | 100% |
| 1 | Project Engineer | 100% |
| 1 | MEP Coordinator | 50% |

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, and office drinking water. 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 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.

| Quantity | Equipment/Facility | % Time of Phase 2 –Construction |
|----------|---|---------------------------------|
| 1 | Telephone Lines with Voicemail | 100% |
| 1 | Copy Machine/Fax | 100% |
| 1 | Plan Rack/Plan Table | 100% |
| 3 | Desk and Chairs for Staff Personnel | 100% |
| 1 | Jobsite Trailer | 100% |
| 1 | Set of Equipment for Review and Maintenance of Electronic Project Documentation | 100% |
| 3 | Cellular/Mobile Phones for Field Personnel as defined in 3.4.2 | 100% |

3.7 TEMPORARY CONSTRUCTION

3.7.1 Provide all Temporary Construction items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit 38 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 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 38, 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 38, 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 38, 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 38 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 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, dolleys, 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.

3.16.10 CM/Contractor's responsibility shall include the management and coordination of the Commissioning process for the Project. CM/Contractor to develop a detailed Commissioning Schedule for University review submitted ninety (90) days after Notice to Proceed for Phase 2 –Construction. Once approved, CM/Contractor shall insert detailed Commissioning Schedule into the Baseline Project Schedule. Commissioning Schedule is to be maintained and updated, with progress reports on Commissioning progress/status issued with the Monthly Schedule Update Report as described in specification section 01 31 45 Contract Schedules.

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 Design Professionals.

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. CM/Contractor shall sign all submittals prior to being sent to the University, as record of having reviewed the submittal for correctness and completeness.

3.17.3 CM/Contractor's responsibility shall include the management and coordination of preparing complete Operations & Maintenance Manuals to the University.

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" Phase 2 – Construction Contract Time.

| General Conditions Category | CM/Contractor Responsible Equipment/Service Item | Notes |
|-----------------------------|--|--|
| Layout/Survey | | |
| | N/A | |
| Offices | | |
| | Construction Trailers | Provide, install and hook-up Construction Trailer(s) with ADA access such as ramps, etc. Does not include subcontractor trailers and/or hook-ups. |
| Temporary Construction | | |
| | Erosion Control/SWPPP and BMP's | Maintain and repair SWPPP elements as required to meet the requirements established by the state water resources board. CM/Contractor shall have a Qualified SWPPP practitioner available for all required inspections per Section 01 57 23 Storm Water Pollution Prevention as it applies to the Work. |
| | Traffic Control Allowance | Include allowance of \$100,000 for traffic control as required by Section 01 35 00 Special Requirements. Refer to Section 01 21 00 Allowances for more information regarding the Traffic Control Allowance. |
| Safety | | |
| | Emergency Safety Equipment | Includes: Cost of safety materials and First Aid for the CM/Contractor and staff as well as supply for emergency cases for the subcontractors including other items such as hard hats, safety glasses, gloves, boots, jackets, handouts, signage, awards, and other promotional materials. All other safety items should be included in subcontractor bid. |
| | Temporary Fire Protection | Furnish, install and maintain fire extinguishers for each location in which work will be performed. Fire Extinguishers are to be new, 10lbs, ABC, tagged at time of installation. |
| Temporary Protection | | |

July 1, 2002

Exhibit 38 - 1

ADDENDUM NO. 2

CM/Contractor:EXGCPS

CM/Contractor
Provided General Conditions to Subcontractors

| | | |
|------------------------------|--|--|
| | Temporary Perimeter Construction Fencing | Provide, maintain and install a new 8-foot high chain link fence with new black mesh fabric, with double automobile traffic gates and man gates as shown on the Site Logistics Plan for the entire duration of the Project. All fence posts are to be drilled or driven unless expressly allowed by University Representative. Project duration assumed to be 17 months. Bidder is to assume that power, data and water connections are within 1200 feet of the trailer location for the purposes of bidding. |
| | Waterproofing Protection | For any work that exposes existing building interior to the outside elements. Maintain protection until work is complete and remove when directed by the University's Representative. |
| | Tree Protection | Provide and maintain tree protection per Section 01 56 39 Tree and Plant Protection. |
| Temporary Utilities | | |
| | Utility Allowance | Include allowance of \$40,000 for payment of electric and water utilities as required by Section 01 51 00 Temporary Utilities. Refer to Section 01 21 00 Allowances for more information regarding the Utility Allowance. |
| Construction Equipment | | |
| | Small Tools and Equipment | Provide Laborer and Carpenter with all hand and power tools and all material required to perform this scope of work. In addition, provide the following: |
| | Shaded Break Area | Provide shaded break area with table(s) and chairs as necessary to serve the demands of the site. |
| | Portable Toilets | Furnish and maintain portable chemical toilets as necessary to serve the demands of the site to be serviced once a week and one (1) hand wash station for the duration of the project. Assume Project duration of 17 months. |
| Material Handling & Hoisting | | |
| | N/A | |
| Clean Up | | |
| | Waste Management | CM/Contractor is responsible for implementation, documentation and management of the waste management program per Section 01 74 19 Site Waste Management Program. All debris is to be recycled per the University waste management plan. Project must meet a minimum of 90% diversion of construction waste. |
| | Dumpsters | Furnish, manage and maintain 40 yard dumpsters as per Section 01 74 19 Site Waste Management Program (note that the University is not responsible for any overweight dumpster fees). |
| | Continuous Clean Up | CM/Contractor is to provide general cleaning, sweeping and miscellaneous work for every work day throughout the Project duration. Subcontractors will be responsible for daily cleaning and disposal of their trash into CM/Contractor provided dumpsters. CM/Contractor is to provide a deep cleaning of all areas under construction at |

July 1, 2002

Exhibit 38 - 2

ADDENDUM NO. 2

CM/Contractor:EXGCPS

CM/Contractor
Provided General Conditions to Subcontractors

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|---------------------------|---------------------|--|
| | | least once a week. All other site cleaning should be as necessary for keeping a clean and safe site. |
| | Street Sweeper | Provide mechanical street sweeper as required to maintain acceptably clean entrances and roadways around and to the jobsite. Figure a total of 500 hours on site sweeping hours for this sweeper. Cost to include operator. |
| | Janitorial Service | Provide complete Janitorial Services for CM trailer. Services are to include vacuuming and mopping of floors, cleaning of restrooms, emptying of trash and wiping down surfaces twice a week and all supplies required to perform this task. |
| | Final Clean | Provide Final Clean of the Project per Section 01 77 00 Closeout Procedures, Final Cleaning and Extra Material, at all locations where work was performed in existing buildings, and site prior to University occupancy. Subcontractors to be responsible for cleaning up their individual areas of work including disposal of waste materials related to their relative scopes of work. |
| Construction Labor | | |
| | Miscellaneous Labor | Provide 2,000 hours of miscellaneous labor. The intent is to have a full time dedicated Laborer available on site to perform general cleaning, sweeping and miscellaneous work. |
| | Carpenter Labor | Provide 1,000 hours of Carpenter labor. The intent is to have a part time dedicated Carpenter available on site. |