February 9, 2017

TO: ALL HOLDERS OF BIDDING DOCUMENTS
TUOLUMNE APts PH 2 FIRE LIFE SAFETY RENOVATIONS
UNIVERSITY OF CALIFORNIA, SAN DIEGO
PROJECT NO.: 5129/A4L-428/966400

Enclosed are the following:

1. Addendum No. 1 dated February 9, 2017, to the Construction Documents.
3. University Responses to Requests for Information.


Sincerely,

James R. Gillie
Senior Director of Construction Services
Facilities Design and Construction

Enclosures
ADDENDUM NO. ONE
TO THE
CONSTRUCTION DOCUMENTS
February 9, 2017

General:

The following changes, additions, or deletions shall be made to the following documents; all other conditions shall remain the same.

I. SPECIFICATIONS

1. AGREEMENT

Delete Agreement and substitute Agreement revised February 9, 2017.

II. CLARIFICATION

1. University Responses to Requests for Information.
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
San Diego

whose address for notices is: Facilities Design & Construction
University of California
10280 N. Torrey Pines Road, Suite 470
La Jolla, CA 92037-0916

and CM/Contractor: {Name}

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

for the Project: TUOLUMNE APTS PH 2 FIRE LIFE SAFETY RENOVATIONS
University of California, San Diego
La Jolla, CA 92037

University's Responsible Administrator: Wm. Joel King, AIA
Assistant Vice Chancellor, Campus Architect

University's Representative is: Marie Clark, Project Manager
Facilities Design & Construction
University of California

whose address for notices is: 10280 N. Torrey Pines Road, Suite 470
La Jolla, CA 92037-0916

Contract Documents for the Work Prepared by: Carmen Pauli
Heritage Architecture & Design Group
633 Fifth Avenue
San Diego, CA 92101
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 30 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 \{\$AMOUNT\}, 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\}

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 70 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 70 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 $500 per 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 $100 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.

CM/CONTRACTOR:

(Name of Firm)

(Type of Organization)

By:

(Signature)

(Printed Name)

(Title)

California Contractor's License(s):

(Name of License)

(Classification and License Number)

(Expiration Date)

(Employer Identification Number)

UNIVERSITY:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Facilities Design & Construction
University of California, San Diego

By:

(Signature)

Wm. Joel King, AIA

(Printed Name)

Assistant Vice Chancellor,
Campus Architect

(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.
## ADDENDUM NO. 1

### QUESTIONS & ANSWERS

(As of February 8, 2017, at 12:00 p.m.)

<table>
<thead>
<tr>
<th>Q1</th>
<th>Please clarify the exact pages from the Level II CM/Contractor Bid Documents that need to be turned in for this bid.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Bid Form, Bid Bond.</td>
</tr>
<tr>
<td>Q2</td>
<td>Please confirm that the completed CM/Contractor Expanded List of Subcontractors form is not required in this phase of the bid process. See Page 5 of the bid form, Section 12.0, Item 2.</td>
</tr>
<tr>
<td>A2</td>
<td>Per the Bid Form, Page 5, Item 9.0, a completed CM/Contractor Expanded List of Subcontractors form will be submitted at Option Phase 2.</td>
</tr>
<tr>
<td>Q3</td>
<td>What is required for the reconfirmation of Key Personnel? See Page 5 of the bid form, Section 12.0, Item 3.</td>
</tr>
<tr>
<td>A3</td>
<td>Please see Exhibit 16.</td>
</tr>
<tr>
<td>Q4</td>
<td>Reference Supplementary Instructions to Bidders, Page 1, Item #8: Liquidated damages are stated to by $500 per day. However, Article 6 on Page 3 of the Agreement states that liquidated damages are $500 per bed per day. Please clarify if LDs are to be $500 total per day or $500 per bed per day. If per bed, please provide the total number of “beds” included in this project.</td>
</tr>
<tr>
<td>Q5</td>
<td>Reference Bid Form, Page 2, Item #4: Please confirm that this amount is ONLY to include the CM/Contractor's Base Fee (per Article 1.1.10 of the General Conditions) and that is NOT to include the entire construction contract amount.</td>
</tr>
<tr>
<td>A5</td>
<td>Confirmed. Option Sum Phase 2 is to reflect CM/Contractor's Base Fee per Article 1.1.10 of the General Conditions.</td>
</tr>
<tr>
<td>Q6</td>
<td>Per Article 5 of the Agreement, it states that by submitting a bid, the CM/Contractor agrees to complete all the work for Phase 2 in the allotted 70 days. However, based on the current level documents and scope items still in question, for example, soffit construction, attachment mechanisms for railings, etc, it is proving difficult to commit to the schedule. (A) If, during preconstruction, it is determined that the schedule is not feasible, please confirm if the University is open to the phasing and delay of non-critical scope of work (in addition to the deductive alternates listed on T-001) outside of the allotted 70 day schedule. (B) If the University is not open to the Phasing or delay of the current scope items as requested in part A of this question, are they open, if deemed necessary in preconstruction, to the reduction in scope in order to complete the project within the schedule or budget provided.</td>
</tr>
<tr>
<td>A6</td>
<td>The intent of bringing on board the CM/GC for Phase 1 services is to work with the A/E Team for the confirmation of scope-budget-schedule alignment. It is unlikely that the University would be looking to Phase or Delay scope items beyond the start of Fall Quarter, as access with students residing is a cumbersome process. Substantial Completion will need to be achieved by the 70 day mark, as noted in Division 01. Option B, the reduction of scope through the process of completing the Final Construction Documents, is more likely. The CM/GC will work with the University and A/E Team to have a level of comfort with the finalized scope/budget/schedule going out for bid with the Final Construction Documents Package. The University will want to execute the scope to the greatest extent possible, yielding a successful project. As a part of the Phase 1 Pre-Construction services, the CM/GC will provide feedback and recommendations on scope-budget alignment and scope-schedule alignment for both procurement and construction.</td>
</tr>
<tr>
<td>Q7</td>
<td>Regarding concrete spalling issues, per Step 2, Repair Type E on S0.2, the extent of concrete demolition and repair will not be able to be quantified until construction starts. The amount of repair actually required could greatly impact the schedule. Once construction starts, if the repair issues turn out to be extensive, it may be determined unfeasible to complete all the spalling repair work within the 70 days. How does the University plan on handling this should this be an issue?</td>
</tr>
<tr>
<td>A7</td>
<td>The intent of the A/E Team documentation is to expand upon the level of information describing the extent of concrete spalling and demolition scope + repair and/or concrete replacement scope through the on-going development of the 90% and Final Construction Documents packages. It is</td>
</tr>
</tbody>
</table>
true that the subcontractor with GC in the field will be doing testing, area by area, with the University's Inspector of Record, and will often times yield areas larger than shown on the drawings. It is the University's intent to complete the scope of work identified to date to the greatest extent possible. The University is pursuing the involvement of the CM/GC through Phase 1 Pre-Construction services with the intent of working in partnership with the CM/GC to ensure that the anticipated scope of work can be achieved successfully given the 70 day project construction duration. The University will be looking to the CM/GC to provide feedback and recommendations during Pre-Construction on Unit Pricing (for additional and/or expanded concrete areas determined in the field), to provide constructability feedback on the products, specifications and detailing noted in the A/E documents, to assist the Team with producing test panels and mock-ups on materials, colors, finishes, and execution measures for the concrete spalling scope ahead of construction start, and to establish a construction schedule that prioritizes and sequences certain scope elements (examples being; fire alarms, fire sprinklers, elevators, concrete spalling, railings, and other similar life safety items) in such a manner that they have the greatest probable chance for successful completion within the construction timeframe. The University will work with the awarded CM/GC to this end, during Phase 1 Pre-Construction and Phase 2 Construction.

Q8: Please confirm if the University is open to allowing contractor's to work outside of the work restricted periods detailed in section 01140, if it is deemed necessary to complete the scope of work within the allotted timeline.

A8: The University is open to having these conversations with the awarded CM/GC, though this is not a guarantee that every request for extended work hours and/or weekend work can be approved. As noted in Section 01140, 1.2, A; Work hours are from 7am to 5pm M-F. After-hours and weekend work for quieter, interior construction activities and work requiring strategic utility outages may be granted, but only on a case by case basis, in advance, and in writing to the University. Please note, the University has typically approved these types of extended/weekend work requests on our Summer Quarter Housing Renovation projects, but with an understanding from all Team participants that the entire project will NOT require that level of supervision and effort start to finish, and would be primarily utilized to achieve a necessary work sequence/flow and/or to keep a project on schedule for Substantial Completion. Please also note that the Muir College Campus area will have Summer Break Conference Activities in adjacent buildings. It shall be anticipated that weekend work is undesirable during the months of June and July, 2017. Strong cases will need to be presented by the awarded CM/GC during Phase 1 Pre-Construction for extended-hours and weekend work anticipated during that front-end portion of the construction schedule. The University anticipates working with the CM/GC during Phase 1 Pre-Construction to ensure scope-budget-schedule alignment PRIMARILY during the normal work hours noted in this Section.

Q9: This project is going to require an extensive amount of scaffolding in order to accomplish the work. This could be seen as a General Requirement or General Conditions item, but it could also be included as a separate Bid Package to be bid to subcontractors. Please confirm it is the CM/Contractor's discretion as to whether or not this item is carried in the CM/Contractor Base Fee or bid later as a subcontractor Bid Package.

A9: Confirmed, scaffolding is potentially associated with multiple scopes of work and trades anticipated on this project. The awarded CM/GC may elect to bid this as a separate package to subcontractors.