ANNOUNCEMENT TO PREQUALIFIED PROPOSERS AND ADVERTISEMENT FOR PROPOSALS

Subject to conditions prescribed by the University of California, San Francisco Medical Center, sealed proposals for a Design Build contract are invited from prequalified Proposers for the following work:

PRECISION CANCER MEDICINE BUILDING AT MISSION BAY
Project No.: 15-870 Contract No.: DB0005

Description of Work
Design and build a new Precision Cancer Medicine Building (PCMB) at Mission Bay. The PCMB will be devoted to UCSF’s precision cancer program, including cancer specialty clinics, infusion center, radiation oncology therapy, pharmacy, MRI, LINAC, laboratory and other related programs. The building is proposed to be six (6) stories and approximately 170,000 GSF. The site is located at the southwest corner of 3rd Street and 16th Street in San Francisco, CA. The building will be physically connected to the existing UCSF Ron Conway Family Gateway Medical Building and will share a lobby. Currently, one existing linear accelerator in the Gateway Medical Building is located within the PCMB site. The PCMB utilities will be partly fed from the existing Energy Center, which is under OSHPD jurisdiction. The Target Cost of the Project for design and construction is $127.5M.

The University will award to the successful Design Builder a contract for the Work to be performed in three (3) phases. The Work Phases are identified as follows: Phase 1 Preconstruction/Criteria Design, Phase 2 Preconstruction/Construction Documents, and Phase 3 Construction. The University’s Milestone Exhibit 6B of the Agreement is a preliminary schedule of the anticipated Contract Time for the completion for each Phase.

Note that bidding of all sub-trade work will be conducted by the Design Builder exclusive of Self-Performed work the Design Builder is bidding. Advertisements as to when bidding documents are available will be advertised and posted in the Fall of 2016.

Procedures:
Proposal Documents will be available to Proposers on Thursday, April 7, 2016. Prequalified Proposers can obtain complete sets of the Proposal Documents from the issuing office through the University of California (UC) Public Bid Site after Proposers has registered with the UC Public Bid Site. Proposers are required to register as a new user and complete registration form using the following LINK: https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=UCOP

Once registered, Proposers can log onto the UC Public Bid Site and retrieve the Proposal Documents by project name and number. Contact Rebecca Palm at Rebecca.Palm@ucsf.edu with any UC Public Bid Site questions. Subject line of the email should state UC Public Bid Site Question and Project Number/Name.

The following Design Builders are prequalified to submit proposals on this project:
DPR Construction
McCarthy Building Companies, Inc.
Rudolph & Sletten, Inc.
Proposals and Price Proposal Forms will be received only at:
University of California, San Francisco Medical Center
Integrated Center for Design & Construction (ICDC)
Major Capital Projects
601-16th Street, San Francisco, CA 94158
Phone: (415) 476-6407

Proposals and Price Proposal Forms must be received on or before: Thursday, April 28, 2016 at 3:00 PM.

An announcement of which Proposers submitted will be announced at 3:05 PM, April 28, 2016 at:
University of California, San Francisco Medical Center
Integrated Center for Design & Construction (ICDC)
Major Capital Projects
601-16th Street
San Francisco, CA 94158
(See RFP Articles 1.4.1 and 1.8.31 for procedures)

Prior to the Proposal Deadline, the University may establish a new Proposal Deadline no earlier than 24 hours from the prior Proposal Deadline, if no material changes are made to the proposal documents, and no earlier than 72 hours if material changes are made. In such event the University will, at a minimum, notify all persons or entities known by the University to have received a complete set of Request for Proposal Documents and who has provided a street address and/or facsimile number for receipt of any written pre-bid communications.

**Mandatory Pre-Proposal Conference.** A mandatory pre-proposal conference will be conducted on Wednesday, April 13, 2016, beginning promptly at 9:30 AM. Only Proposers, who participate in the pre-proposal conference, in its entirety, will be allowed to propose on the project. Participants must arrive at or before 9:30 AM. Participants shall meet at UCSF Medical Center, ICDC, 601-16th Street, San Francisco, CA 94158 in conference room 3. Proposers shall come prepared with questions concerning needed clarifications and shall only send their project manager, superintendent, or other key personnel intended to work on the project to attend this meeting.

Proposal Security (Bid Bond) in the amount of **10% of the Target Cost**, excluding alternates, shall accompany each bid. The surety issuing the Bid Bond shall be, on the bid deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120)

All insurance policies required to be obtained by Design Builder shall be subject to approval by University for form and substance. All such policies shall be issued by a company rated by Best as A- or better with a financial classification of VIII or better, or have equivalent rating by Standard and Poor's or Moody's.

The successful Proposer and its Subcontractors will be required to follow the nondiscrimination requirements set forth in the proposal documents and to pay prevailing wage rates at the location of the work.

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

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

No Design Builder or Subcontractor, regardless of Tier, may be listed on a Proposal for, or engage in the performance of, any portion of this project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and 1771.1.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The successful Proposer will be required to have the following California contractor's license at the time of the proposal opening: **GENERAL BUILDING CONTRACTORS - B**

Target Cost: $127,500,000

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
University of California, San Francisco Medical Center
April, 2016
ADDENDUM NO. 1

to the

REQUEST FOR PROPOSALS DOCUMENTS

April 18, 2016

GENERAL
The following changes, additions or deletions shall be made to the following Contract Documents. All other conditions shall remain the same.

I.  CLARIFICATIONS
   A.  Question:  Is the Geotechnical Engineer hired by the University or the Design Builder?

       Response:  The Geotechnical Engineer will be hired by the University.

   B.  Question:  Does the University Controlled Insurance Program (UCIP) cover hazardous materials in soil?

       Response:  No.

   C.  Question:  Does the University provide Builder’s Risk insurance?

       Response:  Yes.  Refer to RFP Article 2.2.1, Article 12.2 of the Agreement and Project Manual Tab 2B.

   D.  Question:  Does the Target Cost include the Phase 1 amount of $9,000,000 Not to Exceed amount?

       Response:  Yes.

   E.  Question:  Does the Target Cost include Incentive Compensation?

       Response:  No.

   F.  Question:  Does the Target Cost include the Design Builder Contingency?

       Response:  Yes.

   G.  Question:  How does the schedule cover the Regent’s design and funding approval, the work of Phase 1 to the start of Phase 2 work?

       Response:  Phase 1 schedule allows for one month of Phase 1 work after Regent’s design and funding approval.
H. Question: What phase will the Design-Assist subcontractors need to be on board?

Response: Phase 1

I. Question: How often does the University’s Board of Regents meet?

Response: The University’s Board of Regents meets every two (2) months.

J. Question: Would UCSF Medical Center provide an extension to the proposal deadline (e.g. one week) for the Precision Cancer Medicine Building RFP?

Response: The extension of the submittal date will be evaluated after all questions have been received.

II. REQUEST FOR PROPOSAL
A. Article 1.0 Introduction, Article 1.2 Project Overview, Item #3 under “Selection of Design Builder team will proceed as follows.”

CHANGE last sentence of #3 as follows: “The University will contract directly with the Medical Equipment consultant and Geotechnical Engineer.”

B. Article 3.0 Proposal Requirements, Article 3.3.2 Management and Staffing Plan.

CHANGE Article 3.3.2.1 as follows:
“3.3.2.1 The Management and Staffing Plan must indicate all staff required to complete the Preliminary Design, Detailed Design, Construction Documents and Construction Phases as well as the management staff required by the Prequalified Proposer for Preliminary Design through completion of Construction.”

III. PROPOSAL SCHEDULE ATTACHMENT
A. CHANGE the Proposal Schedule Attachment, “Last Day to Submit Questions or Request for Clarifications: April 18, 2016” to “Last Day to Submit Questions or request for Clarifications: April 20, 2016, 5 PM.”

IV. DESIGN BUILD AGREEMENT
A. Article 6.11.3 Coordination of Construction Work of the Agreement.

CHANGE Article 6.11.3(b) as follows:
“(b) Geotechnical. The Design Builder will verify the location and depth (elevation) of all existing utilities and services before performing any excavation at the Project site. The Design Builder will engage the University’s Geotechnical Engineer to interpret materials provided by the University for the work to be performed by Design Builder’s structural engineers.”
V. **EXHIBIT 6B**
   A. REPLACE Exhibit 6B University’s Milestones with the attached revised Exhibit 6B University’s Milestones, Addendum #1 dated April 18, 2016.

   **End of Addendum No. 1**
Exhibit 6B: University Milestone Schedule
Precision Cancer Medicine Building (PCMB)

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April 1, 2016

Addendum No. 1 dated April 18, 2016
ADDENDUM NO. 2

to the

REQUEST FOR PROPOSALS DOCUMENTS

April 28, 2016

GENERAL

The following changes, additions or deletions shall be made to the following Contract Documents. All other conditions shall remain the same.

I. ANNOUNCEMENT TO PREQUALIFIED PROPOSERS AND ADVERTISEMENT FOR PROPOSALS

A. CHANGE the following sentence in the Procedures section to read as follows:

“Proposals and Price Proposal Forms must be received on or before: Monday, May 9, 2016 at 3:00 PM.”

B. CHANGE the following sentence in the Procedures section to read as follows:

“An announcement of which Proposers submitted will be announced at 3:05 PM, May 9, 2016 at:”

C. CHANGE the following paragraph in the Procedures section on Proposal Security to read as follows:

“Proposal Security (Bid Bond) in the amount of 10% of the Phase I Preconstruction/Criteria Design Not to Exceed Amount, excluding alternates, shall accompany each Proposal. The surety issuing the Proposal Security shall be, on the proposal deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).”  {Note: A new Proposal Security Form will be issued in a subsequent Addendum.}

II. REQUEST FOR PROPOSAL

A. Article 2.0 The Work, CHANGE the first sentence of Article 2.2 Scope of Contracted Work as follows:

“Provides services for Preliminary Design, Detailed Design and Construction Document preparation for the project, including but not limited to, architectural, structural, civil, mechanical, plumbing, electrical, telecommunication, landscape, interdisciplinary construction coordination drawings, as well as engineering calculations, including site, utilities, structural, mechanical and electrical systems necessary for a complete Project.”
III. PROPOSAL SCHEDULE ATTACHMENT

A. CHANGE in the Proposal Schedule Attachment, “Last Day to Submit Questions or Request for Clarifications: April 18, 2016” to “Last Day to Submit Questions or request for Clarifications: April 26, 2016, 5 PM.”

B. CHANGE the Proposal Schedule Attachment, “Proposal Deadline: April 28, 2016” to “Proposal Deadline: May 9, 2016.”

IV. DESIGN BUILD AGREEMENT

A. Article 6.5 Development of Design

Article 6.5.1 Building Information Model, last sentence DELETED and Article 6.5.1 shall read as follows:

“6.5.1 Building Information Model. The Design Build Team will establish a BIM Execution Plan and in accordance with the University BIM Guidelines (Project Manual, Tab 3), which shall be the basis for construction. The BIM will be developed in accordance with the BIM Execution Plan and will be continually updated throughout the design and construction process so that the BIM is current with the actual “as-built” condition and when completed will be the Record Model.”

B. Article 6.11 Construction Administration

Article 6.11.3(b), ADD the words “the University’s” before “Geotechnical Engineer” and Article 6.11.3(b) shall read as follows:

“b) Geotechnical. The Design Builder will verify the location and depth (elevation) of all existing utilities and services before performing any excavation at the Project site. The Design Builder will engage the University’s Geotechnical Engineer to interpret materials provided by the University for the work to be performed by Design Builder’s structural engineers.”

C. Article 7 Compensation

1. CHANGE Article 7.1 General to read as follows:

“7.1 General. The University will pay the Design Builder based on Allowable Costs incurred for performance of the Work as defined by Article 8 plus Design Builder’s Fee (fixed at outset) not to exceed the Guaranteed Maximum Price (GMP) and, subject to the Project’s success, earned Incentive Compensation.”

2. CHANGE Article 7.1.2 Phase 2 to read as follows:

“7.1.2 Phase 2: If the University exercises its option for Phase 2 Preconstruction/Construction Documents, the University will pay the Design Builder a not to exceed amount based on the Allowable Costs to be determined for all Work required by the Contract Document for Phase 2 as specified in in Articles 5.2, 6.4, 6.9 and 6.10.”
3. CHANGE Article 7.3 Target Cost to read as follows:

“7.3 Target Cost. The Target Cost for this Project is set forth in the Business Terms Sheet of this Agreement. The Target Cost includes all Allowable Costs of Work, Design Builder’s Fee percentages, and takes into consideration each of the categories of items set forth in Articles 7.1, 7.3, and 7.4 stated in 2016 dollars. By execution of this Agreement, the Design Builder agrees to collaboratively work with the University to deliver the Project for the Target Cost. If the Design Builder demonstrates the Project cannot be achieved for the Target Cost through Preliminary Design Article 6.7 and Detailed Design Article 6.8 the University and the Design Builder will evaluate strategies for reconciliation.”

4. CHANGE Article 7.4 Guaranteed Maximum Price (GMP) to read as follows:

“7.4 Guaranteed Maximum Price (GMP). Upon completion of the Construction Documents, the Design Builder will submit its GMP for University approval per Article Error! Reference source not found.. In the case that the GMP exceeds the Target Cost through mutual agreement, the Target Cost will may be revised via Change Order to reflect the increase. The GMP will include the same line items as the Target Cost Breakdown (Error! Reference source not found.). The Design Builder will be compensated monthly based on the Allowable Costs per Article 8, and the GMP may only be adjusted for the Change Order conditions described in Article 10.2.8 or for earned Incentive Compensation per the terms and conditions set forth in the Incentive Program, Exhibit 5B.”

5. Article 7.4.2 Design Builder Contingency, ADD the following sentence after the first sentence ending with “Cost of Work” to read as follows:

“Design Builder Contingency may be considered for other unforeseen costs that are in the best interest of the Project and subject to University approval.”

6. CHANGE Article 7.4.3 Allowances to read as follows:

“7.4.3 Allowances. To the extent there are any, will be identified in the GMP and included in a separate line item in the Target Cost Breakdown (Exhibit 5A). Allowances will be reconciled through either an additive or deductive Change Order per Article 10. Unused allowance amounts will accrue 100% to the University per Exhibit 5B.”

7. Article 7.4.4 Material and Labor Escalation, last sentence DELETED and Article 7.4.4 shall read as follows:

“7.4.4 The GMP will anticipate and include all escalation in labor and material costs. Escalation in material prices for a commodity that exceeds five (5) percent per annum of the amount carried in the GMP line items will be grounds for a change in the GMP. The increase will be calculated by the difference in the amount carried as escalated by five (5) percent per annum and the actual price of
the commodity as defined by the most recently published material cost index designated by Engineering News Record (ENR) at the time commencing Phase 3 - Construction and funded from Design Build Contingency. However, all such increases will be profit neutral, so there will not be an adjustment in Fee.”

D. Article 8 Payment and Completion
Article 8.6 Deposit of Securities in Lieu of Retention and Deposit of Retention into Escrow; Article 8.6.3 CHANGE last sentence in Article 8.6.3 to read as follows:

“The terms of such escrow agreement are incorporated into the requirements of this Article 8.6.”

V. CLARIFICATIONS
A. Question: Please clarify if the project target cost of $127.5M includes all design, preconstruction, construction costs including the $9M allocated for phase 1.

Response: The Target Cost includes all design costs, preconstruction costs including the $9M allocated for phase 1 and the TBD NTE amount for Phase 2, and construction cost for phase 3.

B. Question: Please clarify if the $127.5M target cost includes Fees and General conditions of the design builder, designers and subcontractors.

Response: The Target Cost includes all Fees and General Conditions of the design builder, designers and subcontractors.

C. Question: Please clarify if there are “soft costs” not included in the “target cost”.

Response: The Target Cost includes all design services required to design and construct the project under the Design Build Agreement. “Soft costs” including Consultants under contract with the University including the Geotechnical Engineer and Medical Equipment Planner, and plan check and permit fees identified in Article 5.3 of the Agreement, etc. are outside of the Design Build Agreement and are not included in the Target Cost.

D. Question: Please confirm that by submitting a proposal that the design build contractor is agreeing that they will design and construct the PCMB project for the target cost.

Response: See revision to Article 7.3 Target Cost. See Item in Section IV.C.3 of Addendum No. 2.

E. Question: Please clarify what penalties could be implemented if the design build team is unable to get the project to the target cost with the program described in exhibit 4A.

Response: See revision to Article 7.3 Target Cost. See Item in Section IV.C.3 of Addendum No. 2.
F. Question: Please confirm that the Proposal Security (Bid Bond) amount at 10% of the Target Cost is 10% of $127.5M or $12.75M.

Response: The Proposal Security (Bid Bond) amount is revised to the amount of 10% of the Phase 1 Preconstruction/Criteria Design Not to Exceed amount totaling $900,000 required for proposal security (Bid Bond). See Item in Section I.C of Addendum No. 2.

G. Question: It appears that the program defined in exhibit 4A exceeds the available square feet (176,820 vs 170,000). Is the Target cost based on the program square footage or the available square footage?

Response: The Target Cost is based on the available square footage (172,000 GSF) as described in Exhibit 4A. The 176,820GSF is based on projected room sizes, all program elements, and grossing factors developed during programing. It is the goal for the University that all the program elements will be captured within the available square footage and this will be resolved during the Design Phases.

H. Question: How will changes in the program be handled in phase 1 and 2? Will there be an adjustment to the Target Cost and Contract Time?

Response: The Preliminary and Detailed Design (Phase 1) will include development of the building layout, floor plans, and other elements that will influence the Project Program (Exhibit 4A). The Preliminary, Detailed Design, and Construction Documents will include Reconciliation with the Project Objective (Articles 6.7.1, 6.8.1, and 6.9.2 of the Agreement) which will require the Design Builder to outline any discrepancies between the Preliminary and Detailed Design from the Project Program (Exhibit 4A) to be approved by the University. Revisions to the program will be reviewed collaboratively utilizing tools indicated in Development of Design (Article 6.5 of the Agreement) will be utilized as part of the Preliminary, Detailed Design, and Construction Document development.

The Target Cost and Contract time will be evaluated continuously throughout Phase 1 and Phase 2. Deviation in the Target Cost or Contract time will require approval from the University.

I. Question: Section 6.5.3(a) of the Agreement discusses using alternative systems, means, methods, finishes, equipment, from those set forth by the Existing Medical Center at Mission Bay Specifications (Exhibit 4B). To meet the requirements of the program and Target Cost, are all the provided specifications, finishes, equipment, means and methods and University standards able to be modified at the Design Builder’s discretion? What can and cannot be modified?

Response: The Performance Criteria for the project is to be developed collaboratively with the Design Build Team and the University during Phase 1 Preconstruction/Criteria Design. Activities and tools indicated in Development of Design (Article 6.5 of the Agreement) will be utilized as part of the Performance Criteria development. The Performance Criteria which determines specifications,
finishes, equipment, etc. are subject to University Approval as outline in Article 6.6 of the Agreement prior to proceeding into Preliminary Design.

J. Question: Section 6.5.3(a) of the Agreement calls discusses using alternative systems, means, methods, finishes, equipment, from those set forth by the Project Program (Exhibit 4A). To meet the requirements of the Target Cost will the University afford the Design Builder the opportunity to make changes to the Project Program? Who will have the authority to make these changes?

Response: The Preliminary and Detailed Design will include development of the building layout, floor plans, and other elements that will influence the Project Program (Exhibit 4A). The Preliminary and Detailed Design will include Reconciliation with the Project Objective (Articles 6.7.1 and 6.8.1 of the Agreement) which will require the Design Builder to outline any discrepancies between the Preliminary and Detailed Design from the Project Program (Exhibit 4A) to be approved by the University. Revisions to the program will be reviewed collaboratively utilizing tools indicated in Development of Design (Article 6.5 of the Agreement) will be utilized as part of the Preliminary, Detailed Design, and Construction Document development.

K. Question: Per Section 1.2 of Exhibit 5B it appears that any incentives will be reduced by the value of any overtime not authorized by the University. Please elaborate on how that authorization for overtime would be accomplished. This question is only regarding authorization to use dollars that are already included in the GMP.

Response: Any overtime work performed is subject to University review. Overtime usage within the GMP requires University notification. Any overtime usage outside of the GMP not authorized by the University will reduce the available Incentive for the designated schedule milestone period.

L. Question: We assume that overtime required to mitigate a delay to the project due to changes in the work would be approved as a part of a change order or field work order and considered to be authorized by the University. Please clarify if this is correct.

Response: Overtime authorized via a Field Order or Change Order to perform work under any circumstance would be considered authorized by the University.

M. Question: Section 7.4.2 of the contract, please confirm if Contingency is included in the Target Cost.

Response: The Design Builder Contingency is included in the Target Cost.

N. Question: In Section 7.4.2 it describes the Design Builder Contingency as being designated “to cover scope gaps”. Is this the only allowable use of Contingency? Can it be used for other unforeseen costs such as increased General Conditions, increased Design Fees, resolution of disputed change orders with subcontractors, funding of overtime to mitigate Non-Excused delays, etc.?
Response: See revision to Article 7.4.2 Design Builder Contingency. See Item in Section IV.C.5 of Addendum No. 2.

O. Question: Section 7.4.2 appears to indicate that any single use of the Design Builder Contingency must be approved by the University prior to use? Is this correct? If so please provide further definition of what criteria the University will use to evaluate its approval? Please provide a definition of the phrase “will not be unreasonably withheld” as used in this provision.

Response: Article 7.4.2 of the Agreement states “Advance approval shall not be required for use of the Design Build Contingency for incidental costs of less than $5,000; however, the Design Builder shall notify the University, in advance, of such incidental usage of the Design Build Contingency.” Notification prior to Contingency usage of $5,000 or less is required; however approval in advance is not. The University will review all Design Builder Contingency usage to verify that Design Build Contingency is being used in accordance with its intended purpose.

P. Question: Please confirm that there is no increase allowed in the Target Cost or GMP allowed for labor escalation increases regardless of percent increase from the commencement of phase 3.

Response: The Target Cost is stated in today’s dollars and therefore not accounting for escalation. The GMP will include all anticipated labor escalation and there will not be a separate amount outside of the GMP to account for labor or material escalation per Article 7.3.4 of the Agreement.

Q. Question: Section 7.4.4 of the Agreement reads as if it is expected that there is an “escalation allowance” that is expected to be included in the GMP and that all unused portions are to be returned to the University. Please clarify. How will the University require these escalation amounts to be reflected in the Schedule of Values?

Response: Revision to the Agreement Article 7.4.4 to remove statement “Unused amounts in the escalation will accrue 100% to the University.” There will be no “escalation allowance” within the GMP. All bid packages provided by the Design Builder when determining the GMP must include any anticipated material and labor escalation required complete the Project Scope within the Contract Time. See Item in Section IV.C.6 of Addendum No. 2.

R. Question: Section 8.2.3.k of the Agreement defines overhead and profit as “non-allowable” cost of work. However, the Design Builders fee is clarified as inclusive of overhead and profit and to be made a part of the Target Cost. Please clarify.

Response: The Design Builder’s Compensation will be comprised of all Allowable Cost included in the performance of the work plus the Design Builder’s Fee. The reference in 8.2.3.k is intended to provide clarification that any overhead and profit will be incorporated into the Design Builder’s Fee and no amount additional can be billed as an allowable cost.
S. Question: Section 8.7.1.d of the Agreement seems to indicate that the Design Builder is required to operate and maintain the facility on a 24/7 basis if the owner takes beneficial occupancy prior to substantial completion or final completion. Depending on the timing of this occupancy of a portion of the building it could require the installation of temporary MEP Building systems, life safety systems and other significant considerations that could have significant impact on the Target Costs that are currently undefinable. At this time it is impossible to understand the potential cost of that burden to the Target Cost. Does the University agree all costs to facilitate early occupancy of any portion of the project will be compensated via change order?

Response: If Design Builder can demonstrate there are additional costs related to facilitating beneficial occupancy to any portion of the project prior to Substantial Completion, the University agrees to review the additional costs as grounds for an increase to the GMP as outlined in Article 10 of the Agreement as a University Elected Change to the Work.

Per Article 8.8 Substantial Completion of the Agreement, the University expects all portions of the project will be available for beneficial occupancy by substantial completion. There will be no cause for an increase to the GMP for University beneficial occupancy after Substantial Completion.

T. Question: Section 8.7.1.d of the Agreement indicates that the University has the right to occupy any portion of the project with only 10 days’ notice. If this occupancy is requested at a point that the construction has not progressed to a sufficient point to support occupancy from both a building systems and/or life safety standpoint it may not be feasible to ready the space for occupancy within 10 days. Please clarify the Universities intent and indicate what specific circumstances the Design Builder should be factoring into its proposal relative to these early occupancy provisions.

Response: The intent of this section is that for any portions of the Work that are substantially complete, the University has the right to occupy with 10 days’ notice to Design Builder. If the 10 days’ notice results in requesting beneficial occupancy prior to Substantial Completion, the University agrees to review the additional costs as grounds for an increase to the GMP as outlined in Article 10 of the Agreement as a University Elected Change to the Work.

Design Builder should not factor any additional circumstances into their proposal relative to Article 8.7.1.d of the Agreement.

U. Question: Section 6.11.3 (b) – Geotechnical "The Design Builder will engage a geotechnical engineer to interpret materials provided by the University for the work to be performed by Design Builder’s structural engineers." Please confirm Geotechnical Engineer of Record will be retained by owner.

Response: See revision to Article 6.11.3 (b). The Design Builder will engage the University’s Geotechnical Engineer to interpret materials provided by the
University for the Work to be performed by Design Builder’s structural engineers. See Item in Section IV.B of Addendum No. 2.

V. Question: We understand that the UCIP does not cover hazardous materials. Please confirm that the current site soils fall under this provision.

Response: According to Standard Insurance Coverage (Exhibit 8D) the excerpt of Article 12.1.5.2 under Article 12.1.5- “Excluded Parties and Their Insurance Obligations. The UCIP Coverages do not cover the following excluded parties;” is provided for clarification:

“.2 Contractors whose Work includes hazardous material remediation, removal and/or transport companied and their consultants;”

The Subcontractor hired to perform the scope of work typically classified as “Site Preparation” which would include excavation and grading activities including material classified as Hazardous Material will be covered under UCIP program. The removal and/or transport typically provided by a sub-tier Subcontractor would not be covered under the UCIP coverage.

W. Question: Page 44 of the agreement part 8.63 contains an error at the end. What is the meant to say?

Response: See Item in Section IV.D of Addendum No. 2.

X. Question: Section 10.4.4 of the Agreement seems to indicate that the Design Builder will not be able to charge Fee on top of all subcontracted costs. For example, it appears that if the subcontractor does $100 of work and has an allowable markup of $15 for a total of a $115 cost, the Design Builder will only be allowed to charge fee on $100 of the $115 of subcontracted cost. Please clarify.

Response: The Design Builder’s Fee, as it related to Change Orders (Article 10 of the Agreement), shall not be compounded and no Fee will be allowed to be calculated on top of other Fees. The Design Builder’s Fee shall be applied to the cost of work performed, excluding any fees, by a Subcontractor, Self-Performed Work, Sub-Sub Contractor Work, and any lower tier subcontractors according to Article 10.4.4 of the Agreement. In the example provided the Design Builder Fee would be applied to the $100 of work directly performed by the Subcontractor, but not the $15 mark up. The Change Order Tab 4F Cost Proposal in the Project Manual is provided to the Design Builder to clarify the calculations for mark up on Subcontractor performed work.

Y. Question: The order of precedence of the contract documents (BIM model vs Plans vs Specifications vs. Program) seems to contain some ambiguity and or conflict between various sections of the Contract Documents, including Section 3.3 and 6.5.1 of the Agreement. Please clarify the order of precedence of the various Contract Document components for this project.
Response: Article 6.5.1 of the Agreement has been revised to eliminate the last sentence regarding inconsistencies. The precedence of inconsistencies is as listed in Article 3.3 of the Agreement. See Item in Section IV.A of Addendum No. 2.

Z. Question: Exhibit 2 to the Agreement, Section 2.2 describes a potential Lean Workshop that the University may require the project team to attend. Please confirm that the cost for the workshop is not included in the $127.5M Target cost and if required that the costs will be added to the GMP through change order.

Response: The registration fee for the Lean Workshop described in Exhibit 2 Section 2.2 is outside of the Target Cost. If the University elects to have the project team participates in the Lean Workshop time spent by the Project Team to attend the workshop will be considered part of the Phase 1 scope of work and within the Phase 1 NTE value and therefore within the Target Cost.

AA. Question: "Section 6.9.7 "Substitutions" Product Substitutions. Please advise if providing a product other than "first named" or an "or-equal" submission (as defined in the approved project specifications" will be considered a substitution?

Response: Approved Project Specifications have not been developed and will be part of the Design Builders Phase 1 scope of work during Preconstruction/Criteria Design in the Performance Criteria Phase. Project specifications will be developed by the Design Builder, in collaboration with the Design Professionals, MEP Design-Build Subcontractors, Design-Assist Subcontractors, and the University during the Preconstruction/Criteria Design. Exhibit 4B, Existing Medical Center Mission Bay Specifications, is to provide the Design Builder with an understanding of the workmanship, finishes, construction materials, and equipment, as they relate to the existing UCSF Medical Center at Mission Bay Ron Conway Family Gateway Medical Building, Energy Center, and Site. Exhibit 4B can be used as a guideline for developing the PCMB specifications.

During the collaborative Performance Criteria development, there will be an opportunity to have one, or possibly more, products listed in each specification section. After the project specifications have been finalized through the collaborative development process and approved by the Authority Having Jurisdiction (AHJ), any product submitted for approval and not listed in the approved specifications, but considered by the Design Builder as an “equal” to the first-named product, will be required to follow the University’s Substitution process outline in Article 6.9.7 of the Agreement and Tab 4-O in the Project Manual.

End of Addendum No. 2
ADDENDUM NO. 3

to the

REQUEST FOR PROPOSALS DOCUMENTS

April 29, 2016

GENERAL
The following changes, additions or deletions shall be made to the following Contract Documents. All other conditions shall remain the same.

I. PROPOSAL SECURITY
CHANGE the Proposal Security Form and use the form attached to this Addendum labelled “Addendum No. 3 dated April 29, 2016” in submitting with the Price Proposal Form.

II. CLARIFICATIONS
A. Question: "Section 6.9.5 (a) - Construction Submittals "All Construction Submittals, Requests For Information (RFIs), and Change Order Requests (CORs) should make use of the BIM for clear interpretations and record the revisions to be reconciled in the Record Model." Some Submittals/RFI's/COR's will have no connection to "the BIM". Is the intent of this section to have all submittals, RFI's, COR's attached to the model even if objects are not modeled?"

Response: The intent of the BIM guidelines (Project Manual Tab 3) and BIM Requirements (Article 6.9.5 of the Agreement) is to outline the University’s goal to provide an accurate and up-to-date Revit Model to integrate into the Life Cycle Management Plan for PCMB as part of an initiative to integrate the BIM model into the University’s Facilities work order process after the Record Model is submitted to the University. As a means to realize the University’s initiative stated in the BIM Guidelines, the Design Build Team and the University will collectively develop the BIM Execution Plan that will outline the process to develop the BIM model based on the University’s goals. All submittals, RFI’s, and COR’s that have impact on elements designated to be modeled in the LOD Matrix Attachment 1 of Tab 3 BIM Guidelines of the Project Manual should endeavor to be included in the BIM model and will be verified in the BIM Execution Plan.

B. Question: "Section 6.9.5 (iii) - BIM Project Execution Plan A report generated from the Model of all assets and attributes. Please define file format for "report"."

Response: Report format will be confirmed in the development of the BIM Execution Plan.
C. Question: "Section 6.9.5 (iii) - BIM Project Execution Plan. A report generated from the Model of all assets and attributes. Please define list of assets and attributes that should be included in report.

Response: List of assets and attributes will be confirmed in the development of the BIM Execution Plan.

D. Question: Section 6.9.5 (d) - BIM Project Execution Plan "Throughout the Project, Design Builder shall maintain the following BIM deliverables, to be updated on an ongoing basis". Please define "ongoing basis" is a dynamic model acceptable or is the intent to provide static printed reports?

Response: The intent is that the model will be continuously updated. There are some milestones listed in the BIM Guidelines that stipulate review of the dynamic model by the University’s Facilities Management team. Static Prints beyond what is required in Article 6 of the Agreement for Preliminary, Detailed, and Construction Documents will not be required.

E. Question: Section 6.9.5 (iv) - BIM Project Execution Plan "A report verifying the Model compliance with Project Objective and Program. Please define the "Project Objective and Program" requirements that will need to be verified in the report

Response: List to verify the program elements (sq.ft., list of rooms, etc.) will be confirmed from the BIM Model and these items will be further described in the development of the BIM Execution Plan.

F. Question: Section 6.9.5 (v) - BIM Project Execution Plan "A report verifying the accuracy of the delivered model elements and asset attributes" Please define what the delivered model will need to be compared against. To determine accuracy a baseline is required to be set.

Response: Determination of how to verify accuracy will be confirmed in the development of the BIM Execution Plan.

G. Question: Section 6.9.5 (vi) - BIM Project Execution Plan "An interference check Report". Please define at what intervals this report should be delivered. Typical reporting is done within software, is this acceptable or is a tabular report expected to be issued.

Response: Determination of the intervals for clash detection, reporting format, and other mechanisms to develop the BIM model will be confirmed in the development of the BIM Execution Plan.

H. Question: BIM Guidelines - Section 2 University is interested in the abilities of laser scanning capabilities to ensure models accuracy. Please advise if there are any requirements for laser scanning.

Response: Per Project Manual Tab 3 BIM Guidelines, Section 1.2 University BIM Goals, Section 1.2.2, 2nd paragraph: “University is interested in the abilities of laser
scanning capabilities to ensure models accuracy”. In the development of the BIM Execution Plan the University is interested in exploring the opportunities and benefits of laser scanning as a quality control tool.

I. Question: BIM Guidelines - Section 2 Validating via electronic script query and with many sample runs with the actual lifecycle." Please advise on what file format models will need to be provided in to satisfy this requirement

Response: The BIM Model is required to be in a single Revit (.rvt) model in order to validate a script query in the University’s Maximo work order system.

J. Question: "BIM Guidelines - Section 2" Lifecycle Management Software/Revit integration will not require major alterations and will be used as a tool to assess and validate the integration throughout the development of the model. Please confirm all lifecycle analysis will be completed by owner.

Response: All lifecycle analysis within the Maximo work order system will be completed by the University.

K. Question: "BIM Guidelines - Section 2 Technology Infrastructure Requirements General: Many of the listed requirements are not currently supported by listed manufacturer. Please confirm that alternate software or 3rd party add-ons can be used for fabrication.

Response: The BIM Execution Plan will further define software requirements to ensure the University’s goals for the BIM Model are addressed while limiting the impacting software typically utilized for fabrication wherever possible.

L. Question: BIM Guidelines - Section 2.2"life cycle management software" Please define required deliverables for life cycle management software.

Response: BIM Deliverables are defined in Project Manual Tab 3 BIM Guidelines Section 2.7.

M. Question: BIM Guidelines - Section 2.2 - The Project team is required to use the University designated collaboration site (ProjectWise) for all model and document collaboration". If alternative collaboration software is deemed more efficient for design coordination will ProjectWise still be required?

Response: ProjectWise is intended to be used for project BIM collaboration and will be utilized unless there is a significant impact to the efficiency for design coordination in which case the University will review this requirement. The BIM Execution Plan will further develop the software requirements.

N. Question: Section 2.10 BIM Uses Matrix; Existing Conditions Modeling (Laser Scanning). Is a minimum amount of laser scanning required or will the team determine the best uses and utilize as appropriate?

Response: See response to question under item II. H.
O. Question: Section 2.10 BIM Uses Matrix “Code Validation” - Current software has limitations on what code validation can be completed using software, please confirm only required code validation will be limited to current software limitations.

Response: The BIM Execution Plan will further define the ability to utilize the BIM Model for code validation. The Design Builder will not be held to a standard for code validation above what current software is capable of providing.

P. Question: Section 2.10 BIM Uses Matrix – Safety. Please define what safety aspects of construction are expected to be analyzed using the BIM

Response: The BIM Execution Plan will outline how the BIM model will incorporate the Model Uses defined in Project Manual Tab 3 BIM Guidelines Section 2.10.

Q. Question: Section 2.10 BIM Uses Matrix Building - Maintenance Scheduling, Building System Analysis, Asset Management, Space Management/Tracking. Please confirm only requirement from design-builder will be to provide compliant exports from BIM model

Response: The BIM model is intended to be utilized by the University for the Items listed in Project Manual Tab 3 BIM Guidelines Section 2.10 labeled “Operations”. It is the requirement of the Design Builder that they will develop a model that is capable of facilitating these functions. The development of the model to achieve the University’s goals will be further defined in the BIM Execution Plan.

R. Question: Section 2.11 Quality Control. Room scanning will be used to verify model accuracy if deemed necessary. Please define frequency of rooming scanning requirements.

Response: The BIM execution plan will further define the frequency and requirements if room scanning is deemed necessary.

S. Question: Section 2.11 Quality Control - Construction Drawings Contractor Accurate to +/- .25” of Actual Size and Location" Please advise how items out of this compliance will need to be addressed

Response: Project Manual Tab 3, BIM Guidelines, Section 1.2 University BIM Goals, Section 1.2.2: “The BIM model will accurately reflect as-built condition.” It is the expectation of the University that the Design Builder will work within the BIM Guidelines to further define how these goals will be made to come into acceptable compliance.

T. Question: Section 2.11 Quality Control - University will only accept models that are validated with Validation Software- electronic script query". Please advise what software will be used.

Response: Electronic script query will be performed and completed by the University utilizing existing software platforms.
U. Question: Section 2.11 Quality Control - University will make Revit 2014.rvt model files available for existing buildings.” Please confirm which disciplines are available in Native Revit format, models that are imported into RVT do not typically contain required information as native Revit models contain.

Response: The University will make available files, types, and Models within the University’s ownership to verify the existing building conditions.

V. Question: LEVEL OF DEVELOPMENT MATRIX, LOD Matrix Content. Please advise if LOD matrix must strictly be followed even if design-builder determines the cost outweighs the benefit of the required LOD listed in Attachment #1

Response: The development of the BIM Execution Plan will identify the Level of Detail (LOD) required for the components identified in Attachment #1 to Tab 3 BIM Guidelines of the Project Manual at the appropriate stage in the Models development to best achieve the University’s Goals for the BIM Model.

W. Question: LEVEL OF DEVELOPMENT MATRIX, LOD Matrix Content. LOD Matrix includes many items that are not covered by the BIMFORUM LOD specifications; please advise if these items are required to be modeled if design-build team determines the cost outweighs the overall benefit for the project and facility.

Response: The development of the BIM Execution Plan will identify the Level of Detail (LOD) required for the components identified in Attachment #1 to Tab 3 BIM Guidelines of the Project Manual at the appropriate stage in the Models development to best achieve the University’s Goals for the BIM Model.

End of Addendum No. 3
KNOW ALL PERSONS BY THESE PRESENTS:

That we, _______________________________________________________________, as Principal, and _____________________________________________________________, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of Nine Hundred Thousand dollars ($900,000) for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Proposal for the work described as follows:

PRECISION CANCER MEDICINE BUILDING AT MISSION BAY
University of California, San Francisco

In the event of the withdrawal of said Proposal within the time period specified, or within 60 days if no time period be specified, Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the Target Cost amount and such larger amount for which THE REGENTS procure the required work covered by the Target Cost, if the latter be in excess of the former. Upon the failure of Principal to make such payment, Surety shall pay said amount to THE REGENTS.

In the further event of the disqualification of said Proposal due to failure of Principal, within the time period specified, or within 60 days if no time period be specified, (i) to enter into a written agreement, in the prescribed form, in accordance with the Proposal and/or (ii) to furnish certificates of insurance, and all other items as required by the Proposal Documents, Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the Target Cost amount and such larger amount for which THE REGENTS procure the required work covered by the Target Cost, if the latter be in excess of the former. Upon the failure of Principal to make such payment, Surety shall pay said amount to THE REGENTS.

In the further event that Principal enters into a written agreement for the work and Principal fails to furnish payment and performance bonds within 10 days of THE REGENTS' issuance of the Notice of Intent, as required by Article 12.3 of the Agreement, THE REGENTS may:

(a) Elect to not exercise its Option for Phase 3 and further elect to not award a contract for Construction Work to another contractor, in which case Principal shall pay to THE REGENTS, as liquidated damages for breach of the obligation to timely furnish the appropriate payment and performance bonds, the amount of $250,000. THE REGENTS, Principal and Surety agree that if event THE REGENTS issues a Notice of Intent; that if thereafter Principal fails to timely furnish payment and performance bonds in accordance with the Proposal Documents; and that if thereafter THE REGENTS elects to not exercise its Option for Phase 3 and not award a contract for Construction Work to another contractor, then THE REGENTS' damages would be extremely difficult or impracticable to determine and that the aforesaid amount is a reasonable sum for such damages. If THE REGENTS elects to proceed in the manner set forth in the first sentence of this subparagraph (a), upon the failure of Principal to pay the $250,000, Surety shall pay said amount to THE REGENTS.
(b) Elect to not exercise its Option for Phase 3 and further elect to award a contract for the Construction Work to another contractor, in which case Principal shall pay to THE REGENTS, not to exceed the amount of the Proposal Security, an amount equal to the difference, not to exceed the amount hereof, between the amount of the Target Cost and such larger amount for which THE REGENTS procure the Work, if the latter be in excess of the former, plus liquidated damages at the rate specified in the Business Terms Sheet of the Agreement, for each day of delay, beyond the 10 days for furnishing payment and performance bonds, in awarding a contract for the Construction Work to another contractor. If THE REGENTS elects to proceed in the manner set forth in the preceding sentence, upon the failure of Principal to make such payment, Surety shall pay said amount to THE REGENTS.

(c) Elect to exercise its Option for Phase 3, after Principal furnishes the payment and performance bonds, in which case THE REGENTS will take a credit against the amount of the Contract for liquidated damages for each day of delay in furnishing the payment and performance bonds beyond the 10 days specified in the Proposal Documents. Liquidated damages shall be calculated at the rate specified in the Business Terms Sheet of the Agreement.

Terms used in this Proposal Security have the same meaning as those terms have in the Proposal Documents for the Work.

In the event suit is brought upon this Proposal Security by THE REGENTS, Surety shall pay reasonable attorneys’ fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this __________ day of _____

____________________________, 20__.

Principal: ___________________________ Surety: ___________________________

(Name of Firm) (Name of Firm)

By: ____________________________________ By: ____________________________________

Title: ______________________________ Title: ______________________________

Address for Notices:

________________________________________________________________________

________________________________________________________________________

NOTE: The signature of the person executing the Proposal Security must be notarized. If an attorney-in-fact executes the Proposal Security on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer must also be included with the Proposal Security.
ADDENDUM NO. 4

to the
REQUEST FOR PROPOSALS DOCUMENTS

May 3, 2016

GENERAL
The following changes, additions or deletions shall be made to the following Contract Documents. All other conditions shall remain the same.

I. REQUEST FOR PROPOSAL
   A. Article 2.0 THE WORK, Article 2.2.3.2

   CHANGE Article 2.2.3.2 to read as follows: “.2 Owner furnished and owner installed surgical lights, booms, imaging equipment, and all medical equipment, however anchorage, structural support, MEP connections, and coordination to be provided by Design Builder.”

   B. Article 3.0 PROPOSAL REQUIREMENTS, Article 3.5 Design Builder’s Experience

   CHANGE the first sentence to read as follows: “Design Builder’s Experience shall include a maximum of 8 pages.”

II. DESIGN BUILD AGREEMENT
   A. Article 5 University’s Rights and Obligations, Article 5.8 University’s Right to Carry out the Work. Changed number of days.

   CHANGE Article 5.8 to read as follows:
   “5.8 University’s Right to Carry out the Work. If Design Builder fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and, after receipt of written notice from University, fails within 5 days, excluding Saturdays, Sundays and legal holidays, or within such additional time as the University may specify to correct such failure, University may, without prejudice to other remedies correct such failure at Design Builder expense. In such case, University will be entitled to deduct from payments then or thereafter due Design Builder the cost of correcting such failure, including without limitation compensation for the additional services and expenses of University’s consultants made necessary thereby. If payments then or thereafter due Design Builder are not sufficient to cover such amounts, Design Builder shall pay the additional amount to University.”
B. Article 6 Design Builder’s Obligation, Article 6.11.8 Testing and Inspections. Change number of business days.

CHANGE Article 6.11.8, to read as follows:
“6.11.8 Testing and Inspections. Tests, inspections, and approvals of portions of the Construction Work required by the Contract Documents, Applicable Law, or University Building Inspector or Campus Fire Marshal will be treated as Pull Planning events and will be coordinated by the Design Builder as scheduled activities within the Last Planner System. The Design Builder will provide the University Representative no less than 2 business days’ notice of when and where tests and inspections are to be made so that the appropriate parties may be present for the procedures. The Design Builder will coordinate all inspections with the University Representative and create a Punch List and distribute to all affected Subcontractors before closing any concealed spaces.”

C. Article 11 Liability, Indemnification, and Defense, Article 11.1 Liability for and Repair of Damaged Work

ADD the following sentence to the end of Article 11.1.1:
“Design Builder shall not be liable for losses covered by the builder’s risk property insurance provided by University pursuant to Article 12, except that the Design Builder shall be liable for the applicable policy deductible. The Design Builder will be responsible for losses that are less than the applicable policy deductible and not covered by builder’s risk.”

D. Article 12 Insurance and Bonding, Article 12.3 Performance and Payment Bond.

CHANGE Article 12.3.2 as follows:
“12.3.2 The initial Payment and Performance Bond shall each be in the Not to Exceed amount of $9,000,000 for Phase 1 Preconstruction/Criteria Design. If, and upon, issuance of an amendment to incorporate Phase 2 Preconstruction/Construction Documents amount and before the issuance of the Notice to Proceed for Phase 2, increase the Payment Bond and Performance Bond so that each is in the amount of Phase 2.”

E. Article 15 Claims and Disputes, Article 15.5 Dispute Alignment Meeting (DAM)

CHANGE last sentence of Article 15.5 to read as follows: “If the dispute cannot be resolved by the Senior Management Team, any Party to the dispute may request mediation, or pursue litigation.”
III. EXHIBITS

A. Exhibit 1 - Definitions

CHANGE #15 “Building Information Model” to read as follows:
“15. “Building Information Model” (“BIM” or “Model”) is a parametric, computable representation of the Project design developed by the Design-Build Team, and it includes construction details. As used in this Agreement, references to Building Information Model or BIM include the primary design model or models and all linked, related, affiliated, or subsidiary models developed for design, detailing, fabrication, or construction of the Project, and will include schedule and cost and relevant portions of the Construction-Operations Building information exchange (COBie) standards.

B. Exhibit 1 - Definition

CHANGE #38 “Design Development” to read as follows:
“38. “Design Development” is a list of tools and activities utilized to develop the projects design as defined in Article 6.5.”

IV. PROJECT MANUAL

A. CHANGE one of the Bond Forms under Tab 4D entitled “Proposal Security (Bid Bond)” with the attached “Proposal Security (Bid Bond)” labeled Addendum #4 dated May 3, 2016.

V. CLARIFICATIONS

A. Question: Section 5.2 of the Agreement indicates the University has the right to request to proceed with the project on a Fast-Track basis while not increasing the Target Cost or projected GMP. This represents a fundamental change to the project approach which cannot be quantified without additional information. How is this consideration to be factored into the Design Builders proposal as a Fast Track project approach could significantly change the staffing requirements, designer service costs, subcontractor pricing, management approaches, project schedule and an overall increase in project performance risks. Can the University please provide more detailed parameters as to what degree of Fast Tracking the Design Builder should anticipate, (i.e. what scopes of work are subject to Fast Tracking, etc.). Also please identify at what point in the project the University intends to make a decision as to what portions of the work will proceed on a Fast Track basis.

Response: The University will work with the Design Build Team to collaboratively determine the best way to achieve the Project Objectives within the University’s Milestones. A revision that substantially changes the project approach may be grounds to increase the Target Cost with University approval.

The intent of the Design Build Agreement is for the Design Builder to work collaboratively with the University to meet the Project Objectives, within the
University’s schedule milestones and cost parameters to ensure the project’s success. As part of the design process, the details of the design and project will be developed together and will cause continuous review against the target cost and contract time. Per Addendum No. 2, Item IV.C.3, Target Cost: “If the Design Builder demonstrates the Project cannot be achieved for the Target Cost through Preliminary Design Article 6.7 and Detailed Design Article 6.8 the University and the Design Builder will evaluate strategies for reconciliation.” The University seeks a highly innovative Design Builder who will work as an integrated team to make the recommendations that are in the best interest of the project.

B. Question: Section 11.1.1 of the Agreement appears to make the Design Builder liable for losses that would normally be covered under the Builder’s Risk Policy which will be provided by the University. Please clarify these provisions as it relates to the Universities intent to exclude fire, theft, vandalism, earthquake, flood and other perils from the University provided Builder’s Risk coverage. How are these risks to be handled under the contract if they are not covered by the University Builder Risk insurance policy?

Response: Revise Article 11.1.1 to state “Design Builder shall not be liable for losses covered by the builder’s risk property insurance provided by University pursuant to Article 12, except that the Design Builder shall be liable for the applicable policy deductible. The Design Builder will be responsible for losses that are less than the applicable policy deductible and not covered by builder’s risk.” See Item II.C of Addendum No. 4.

C. Question: Section 15.5 of the Agreement regarding the DAM meeting states that “if the dispute is not resolved by the conclusion of the Senior Management Team meeting, any Party to the dispute may request mediation, or pursue litigation. Please clarify if there is an expected passage of time to resolve issues in the DAM. For example, is it expected that the issue be resolved in one meeting prior to moving to mediation or litigation or is there a limited quantity of meetings?

Response: Revision to Article 15.5 “If the dispute cannot be resolved by the Senior Management Team, any Party to the dispute may request mediation, or pursue litigation.” See Item II.E of Addendum No. 4.

The intent of the DAM process is to work in collaboration to resolve issues and no prescribed duration to resolve the issues will be predetermined.

D. Question: Please confirm that further design development after the completion of Phase 1 due to outside forces, technology changes and developments and/or program changes would be considered additional work and subject to a change order to the GMP.
Response: Per Article 7.4 of the Agreement: “Upon Completion of Construction Documents, the Design Builder will submit its GMP for University approval per Article 6.9.6 of the Agreement.”

The GMP will not be set until the conclusion of Phase 2 Preconstruction/Construction Documents. If any changes occur after the GMP is set and they satisfy the requirements for the Permitted Changes to the GMP according to Article 10.2.8 of the Agreement, the GMP may be adjusted accordingly.

E. Question: Section 8.2.3 (h) of the Agreement indicates that “settlements” are a non-allowable cost. It is expected that, at times, to resolve a disputed change order with a subcontractor the best path forward for the project, a settlement may be necessary to resolve an issue before it becomes a claim or goes to legal proceedings. Please clarify that these resolutions or “settlements” would be allowable costs whether they are drawn from contingency or other means.

Response: Settlements may be considered to be funded from the Design Builder Contingency or by an Approved Change Order subject to the University’s approval.

See Addendum No. 2, Item IV.C.5 regarding contingency usage for contingency for unforeseen costs in the best interest of the project subject to University’s approval.

F. Question: Sections 6.7.1 states that as part of the Reconciliation with Project Objectives that shall occur during the Preliminary Design phase, the Design Builder shall be required to submit a recovery schedule for any slippage that has occurred to the Project Schedule. Can you please confirm that this requirement only applies for Non-Excusable delays and to the extent the slippage is due to Excusable Delays the University will issue a change order increasing the Contract Time.

Response: If a change order is issued to increase the contract time, that time will not be required to be accounted for in the recovery schedule. The intent is that the Design Builder will work in collaboration with the University to meet the University Milestones.

G. Question: Exhibit 6H to the Agreement indicates Multiple MRIs. Please clarify the quantity and type of the major medical equipment that is expected to be accommodated in the $127.5M cost target.

Response: See revision to RFP Article 2.2.3.2 “Owner furnished and owner installed surgical lights, booms, imaging equipment, and all medical equipment, however anchorage, structural support, MEP connections, and coordination to be provided by Design Builder.” See Item I.A of Addendum No. 4.
H. Question: Exhibit 6H: Medical Equipment Coordination OFCI vs CFCI. Is there a list of OFCI vs CFCI equipment?

Response: See revision to RFP Article 2.2.3.2. See Item I.A of Addendum No. 4. A further list of OFOI and OFCI list we be developed in the Preliminary Design and Detailed Design.

I. Question: Sections 6.8.1 states that at the reconciliation of the 75% and 100% Detailed Design Documents the Design Builder shall be required to submit a recovery schedule for any slippage that has occurred to the Project Schedule. Can you please confirm that this requirement only applies for Non-Excusable delays and to the extent the slippage is due to Excusable Delays the University will issue a change order increasing the Contract Time.

Response: If a change order is issued to increase the contract time, that time will not be required to be accounted for in the recovery schedule. The intent is that the Design Builder will work in collaboration with the University to meet the University Milestones.

J. Question: Section 9.1 of the Agreement sets a specific date of completion of Phase 1 of February 28, 2017 but does not indicate when Notice to Proceed will be issued. This prevents the Design Builder from being able to understand what the actual duration for completing Phase 1 will be. Please specify a date when the Phase 1 NTP will be issued.

Response: Exhibit 6B outlines the University Milestones and the durations for the Phases anticipated. The Notice To Proceed (NTP) for Phase 1 will be issued immediately after the Execution of the Design Build Agreement.

K. Question: Section 5.8 of the Agreement only sets forth a 2 day period to cure any failures the University alleges before the University can execute its rights to take over the work. This is an extremely short duration that will not afford the Design Builder adequate time to notify its consultants or subcontractors of the failures and allow them adequate time to remedy the failures. Should this timeframe be extended to a more typical and workable 10 day duration?

Response: See revision to Article 5.8. See Item II.A in Addendum No. 4. Revise to 5 days.

L. Question: Section 8.2 of the Agreement appears to indicate that labor costs will be reimbursed based on actual costs incurred, but only to the extent those costs do not exceed the rates provided in Exhibit 5C. This would appear to indicate the rates included at Exhibit 5C are to be treated as a Not-To-Exceed rate rather than a stipulated rate. Please clarify the Universities intent.
Response: All prevailing wage labor costs will be reimbursable based on actual costs incurred.

M. Question: "Section 6.5.3 (e) - Continuous Cost Estimating" common elements...that are easily extracted" Please define common elements referenced

Response: To be defined through joint development. Typical elements include steel quantities, concrete quantities, pipe lengths, etc. to evaluate the cost of the project.

N. Question: Section 6.9.6 - University Additional Approval Process "The University Building Official and Campus Fire Marshal will be final interpreter of all code requirements, and all such decisions will be final." Please advise if interpretation of the code by the Fire Marshall will be an allowable increase to the GMP based on "AHJ Judgement"

Response: Please reference Article 10.2.8 (d) of the Agreement:

Changes Required by Authorities Having Jurisdiction (AHJ) after Permit Approval the GMP will be increased due to increases in Allowable Costs caused by Inspector of Record or AHJ directives occurring after Permit Approval, unless required by building codes or the Contract Documents.

O. Question: Exhibit 1 to the Agreement, Item 15 of the definitions section indicates that the Model is required to contain schedule and cost information relevant to the modeled objects. Please clarify if this is the University’s intent and if so please clarify what the form and content of this information is and what is the Universities intended use for this information. Is this information intended to be maintained through Phase 1, 2 and 3?

Response: See revised Exhibit 1 Item 15 BIM Model definition. See Item III.A of Addendum No. 4.

P. Question: Exhibit 1 to the Agreement, Item 38 of the definitions indicates that the design is never complete until the completion of the project and goes on to describe a life cycle of what seems like product development. Please clarify how this requirement reconciles with the definition for Phase 1 and Phase 2 which are described as the Preconstruction and Design Development phases, and with Phase 3 which is defined as the Construction phase of the work.

Response: See revised Exhibit 1 Item 38 definition. See Item III.B of Addendum No. 4.

Q. Question: Risk Management Plan - Perimeter Air Monitoring. Please advise if owner will provide perimeter monitoring for dust and asbestos level

Response: Per the terms of the RMP Part 3 3.01C.1 (Project Manual, Tab 6): “Contractor will be responsible for monitoring dust generated by Contractor’s activities
per methodology described in the RMP.” Any additional monitoring required as a result of hazardous materials identified in the Environmental Health and Safety Plan (HSP) that are above and beyond the monitoring requirements of the RMP will be provided by the University.

R. Question: Will a Force Majeure event be considered a delay for which the Design Builder is entitled to adjustment of Contract Time?

Response: A Force Majeure event would be considered a delay for which the Design Builder is entitled to adjustment of the Contract Time.

S. Question: Section 8.2.1 Allowable Costs(w) states, “All payment/performance bond costs for those subcontractors, excluding the Design Build Subcontractors and Design Assist Subcontractors, who included payment and performance bond costs in their bid, and were awarded a Bid Package based on that bid”. Are the payment/performance costs for Design Build and Design Assist Subcontractors an allowable cost? If so where does it state this in the Design Build Agreement?

Response: The payment/performance bonds for Design Build Subcontractors and Design Assist Subcontractors is an Allowable Cost by the Design Builder to the extent it is not already provided in the bid by the Design Build or Design Assist Subcontractor. If a payment/performance bond is included in the Subcontractor bid package, it will not be an Allowable Cost by the Design Builder to prevent double bonding.

T. Question: Item 3.5 Design Builder’s Experience has a 4 page limit yet asks that we address 8 bullets. Can the 4 page limit be substantially enlarged or eliminated to make sure we can adequately address these critical items?

Response: The page limit can be enlarged to 8 pages. See Item I.B of Addendum No. 4.

U. Question: Section 6.11.8 - Testing and Inspections "The Design Builder will provide the University Representative no less than 3 business days’ notice of when and where tests and inspections (3) business days is longer requirement than has been seen on similar projects, please advise if this will be adjusted.

Response: See revision to section 6.11.8. See Item II.B of Addendum No. 4.

V. Question: "Section 10.6 - Variation in Quantity of Unit Price Work" University has the right to increase or decrease the quantity of any Unit price item for which an Estimated Quantity is stated. "Please advise how quantities will be reconciled when discrepancies exist.
Response: All cost will be billed according to actual cost incurred by the Design Builder in designing the project and the direct performance of the Work per Article 8.2.1 of the Agreement.

End of Addendum No. 4
PROPOSAL SECURITY (BID BOND)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _______________________________________________________________, as Principal, and _____________________________________________________________, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of  ____________________________________ for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Proposal for the work described as follows:

PRECISION CANCER MEDICINE BUILDING AT MISSION BAY
University of California, San Francisco

In the event of the withdrawal of said Proposal within the time period specified, or within 60 days if no time period be specified, Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the Target Cost amount and such larger amount for which THE REGENTS procure the required work covered by the Target Cost, if the latter be in excess of the former. Upon the failure of Principal to make such payment, Surety shall pay said amount to THE REGENTS.

In the further event of the disqualification of said Proposal due to failure of Principal, within the time period specified, or within 60 days if no time period be specified, (i) to enter into a written agreement, in the prescribed form, in accordance with the Proposal and/or (ii) to furnish certificates of insurance, and all other items as required by the Proposal Documents, Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the Target Cost amount and such larger amount for which THE REGENTS procure the required work covered by the Target Cost, if the latter be in excess of the former. Upon the failure of Principal to make such payment, Surety shall pay said amount to THE REGENTS.

In the further event that Principal enters into a written agreement for the work and Principal fails to furnish payment and performance bonds within 10 days of THE REGENTS' issuance of the Notice of Intent, as required by Article 12.3 of the Agreement, THE REGENTS may:

(a) Elect to not exercise its Option for Phase 3 and further elect to not award a contract for Construction Work to another contractor, in which case Principal shall pay to THE REGENTS, as liquidated damages for breach of the obligation to timely furnish the appropriate payment and performance bonds, the amount of $250,000. THE REGENTS, Principal and Surety agree that if event THE REGENTS issues a Notice of Intent; that if thereafter Principal fails to timely furnish payment and performance bonds in accordance with the Proposal Documents; and that if thereafter THE REGENTS elects to not exercise its Option for Phase 3 and not award a contract for Construction Work to another contractor, then THE REGENTS' damages would be extremely difficult or impracticable to determine and that the aforesaid amount is a reasonable sum for such damages. If THE REGENTS elects to proceed in the manner set forth in the first sentence of this subparagraph (a), upon the failure of Principal to pay the $250,000, Surety shall pay said amount to THE REGENTS.
(b) Elect to not exercise its Option for Phase 3 and further elect to award a contract for the Construction Work to another contractor, in which case Principal shall pay to THE REGENTS, not to exceed the amount of the Proposal Security, an amount equal to the difference, not to exceed the amount hereof, between the amount of the Target Cost and such larger amount for which THE REGENTS procure the Work, if the latter be in excess of the former, plus liquidated damages at the rate specified in the Business Terms Sheet of the Agreement, for each day of delay, beyond the 10 days for furnishing payment and performance bonds, in awarding a contract for the Construction Work to another contractor. If THE REGENTS elects to proceed in the manner set forth in the preceding sentence, upon the failure of Principal to make such payment, Surety shall pay said amount to THE REGENTS.

(c) Elect to exercise its Option for Phase 3, after Principal furnishes the payment and performance bonds, in which case THE REGENTS will take a credit against the amount of the Contract for liquidated damages for each day of delay in furnishing the payment and performance bonds beyond the 10 days specified in the Proposal Documents. Liquidated damages shall be calculated at the rate specified in the Business Terms Sheet of the Agreement.

Terms used in this Proposal Security have the same meaning as those terms have in the Proposal Documents for the Work.

In the event suit is brought upon this Proposal Security by THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this __________ day of ______ ______
________________________________________, 20____

Principal: Surety:
(Name of Firm) (Name of Firm)
By: By:
Title: Title:
Address for Notices:

NOTE: The signature of the person executing the Proposal Security must be notarized. If an attorney-in-fact executes the Proposal Security on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer must also be included with the Proposal Security.