



DOCUMENT 00 0101

PROJECT MANUAL

FOR

STEPHENS WING SPC2 UPGRADE AND KITCHEN RELOCATION

OSHPD ID: I170009-01-00

**Project Location:**

Alameda Hospital  
2070 Clinton Avenue  
Alameda, CA 94501

**Project Owner:**

Alameda Health System  
7677 Oakport Street, 12th Floor  
Oakland, CA 94621

Proposals Due: October 26, 2018 at 1 p.m. Pacific Time

## DOCUMENT 00 0111

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## DOCUMENT 00 1001

## NOTICE INVITING PROPOSALS

## ARTICLE I. INVITATION TO SUBMIT PROPOSAL

## 1.01. Notice Inviting Proposals

- A. Owner will receive sealed Proposals at Alameda Health System, 7677 Oakport Street, Oakland, CA, 94621, Attn: Shevon Korth, Contract Administrator, until 1:00 PM Pacific Time on October 26, 2018 for the following public work:
1. **Occupational Therapy Relocation.** Relocation of approximately 1,240 square foot Occupational Therapy department from the first to the second floor into a vacated nursing unit. The program includes a new Occupational Therapy workroom, a staff breakroom and sink in a speech office. ADA upgrades will require work in a staff toilet room down the hall, a patient toilet and another staff toilet adjacent to staff conference room.
  2. **EVS-Linen Relocation Project.** Remodel of existing Occupational Therapy room (approximately 1,500 square feet) with new flooring, ceiling, two bathrooms, and an office. The program also includes a new fan coil unit, ductwork, and exhaust fan on an existing roof of the vending room. The vending room will be converted into soiled linen storage. Construction will require coordination with nursing staff on floor above before doing any attachments to structure above and before creating noise or vibration. Some accommodation for noise or flexibility in work schedule will be required.
  3. **Increment #1: Seismic Upgrade of Stephens Wing building to achieve an SPC2 rating.** This approximately 7,800 square foot scope requires removal of an existing concrete slab to perform chemical grout injections, removal of walls and related infrastructure (e.g., conduits, ducts, pipes) and temporary support of electrical panels that are to remain, new concrete shear wall infill in designated walls, removal of an existing bridge and relocation of conduits underground, and installation of exterior windows, waterproofing and painting. Construction will require coordination with nursing staff on floor above before doing any attachments to structure above and before creating noise or vibration. Some accommodation for noise or flexibility in work schedule will be required.
  4. **Increment #2: Kitchen Relocation.** This approximately 7,800 square foot scope includes preparation of existing and new below-slab plumbing for the installation of a new slab (including pipe replacement), scan existing ceiling for BIM coordination in preparation of mechanical shop drawings (careful coordination of above-ceiling infrastructure is critical as the floor-to-floor dimension is minimal), new construction for the kitchen, dining and associated spaces, new ductwork within an existing shaft to the roof, new chiller and exhaust fans on the roof, demolition and piping from the existing penthouse above the West Wing, upgrade of existing ductwork and piping to NPC4 where encountered, new doctor sleep room and shower, and new ADA accessible toilets on the second floor. Construction will require coordination with nursing staff on floor above before doing any

attachments to structure above and before creating noise or vibration. Some accommodation for noise or flexibility in work schedule will be required.

5. Pursuant to SB90, the project must be completed by no later than December 21, 2019. Time is therefore of the essence in all phases of the work, with an emphasis on careful planning and execution of the work.
- B. The above project description is provided to generally orient proposers to the scope of work required but shall not supersede or substitute for the actual drawings and specifications, or the other Contract Documents.
- C. All Proposal envelopes will be time-stamped to reflect their submittal time. Owner will reject all Proposals received after the specified time and will return such Proposals to Contractor unopened.

#### 1.02. Project Description

- A. The Owner is performing 'make ready' work to accommodate SPC2 and NPC4 upgrades to its Stephens Wing at the Alameda Hospital as described above in Article 1.01 as required by SB 90. The project requires demolition and construction within a functional and fully operating hospital campus. The Contractor will be required to perform a survey of the existing conditions, provide pre-construction review of the drawings and specifications prior to construction, process numerous deferred approvals through OSHPD (including but not limited to the seismic bracing, fire alarm system, and nurse call system), coordination of trade packages, development of a Guaranteed Maximum Price for construction, bidding of trade packages pursuant to the Public Contract Code requirements, and complete supervision and management of the entire construction process through project completion.
- B. The pre-construction phase portion of the Work (Phase I) shall be completed within **forty-five (45)** calendar Days from the date when pre-construction phase Contract Time commences to run, and the construction phase portion of the Work (Phase II) shall be completed within **Three Hundred Sixty Five (365)** calendar Days from the date when construction phase Contract Time commences to run, all as provided in Contract Documents.

#### 1.03. Procurement of Request for Proposal Documents

- A. Request for Proposal Documents contain the full description of the Work and the Contract Documents for the Work. Proposers may obtain Request for Proposal Documents via BidSync. For information and to submit questions pertaining to the Request for Proposal Documents, please access BidSync.
- B. Drawings and specifications can be obtained by contacting **Shevon Korth** at 510-618-5705 or skorth@alamedahealthsystem.org. Electronic documents can be accessed via the following link: \_\_\_\_\_. Please provide your name and email address and you will be given access to the documents.

## ARTICLE II. INSTRUCTIONS FOR PROPOSALS

### 2.01. Instructions

- A. Proposers shall refer to Document 00 2001 (Instructions for Proposals) for required documents and items to be submitted in sealed envelopes to the location set forth in paragraph 1.01 above no later than the time and date set forth in paragraph 1.01 above.
  - B. Document 00 2001 (Instructions for Proposals) sets forth terms and conditions for development, preparation, receipt, review, evaluation of proposals for the Project.
  - C. Each Proposer must submit Proposals in accordance with this Document 00 1001.
- 2.02. Selection Process and Notice of Mandatory Pass/Fail Prequalification Criteria
- A. Proposers shall refer to Document 00 2001 (Instructions for Proposals) for further information relating to Owner's selection process and criteria.
  - B. As described in Document 00 2001 (Instructions for Proposals), Owner's selection process includes mandatory pass/fail requirements for Proposer Responsibility in addition to scored criteria.
- 2.03. Pre-Proposal Site Visit. Owner will conduct a Pre-Proposal Conference and Site Visit on October 2, 2018 at 10:00 a.m. The Pre-Proposal Conference and Site Visit will last approximately two to four hours and is mandatory for all proposers.
- 2.04. Proposal Preparation Cost. Proposers are solely responsible for the cost of preparing their Proposals.
- 2.05. Reservation of Rights. Owner specifically reserves the right, in its sole discretion, to reject any or all Proposals, to re-issue a Request for Proposals, or to waive minor or inconsequential defects in proposals not involving time, price or quality of the work.

### ARTICLE III. LEGAL REQUIREMENTS

- 3.01. Required Contractor's License(s). A California "B" contractor's license is required to submit a proposal for this contract. Joint ventures must secure a joint venture license prior to award of this Contract.
- 3.02. Substitution of Securities. Owner will permit the successful proposer to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6801 Escrow Agreement For Security Deposit In Lieu Of Retention and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.
- 3.03. Restrictions on "Or-Equal" Substitutions. As a limitation on Proposer's privilege to substitute "or equal" items, Owner has found that certain items are designated as Owner standards or designated to match existing items in use on a particular public improvement either completed or in the course of completion, or are available from one source. As to such items, Owner will not permit substitution. Such items will be developed in pre-construction services.
- 3.04. Prevailing Wage Laws
- A. The successful Proposer must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at Owner's Office and are deemed included in the Request for Proposal Documents. Upon request, Owner will make available copies

to any interested party. Also, the successful Proposer shall post the applicable prevailing wage rates at the Site.

- B. Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

**END OF DOCUMENT 00 1001**

**DOCUMENT 00 2001****INSTRUCTIONS FOR PROPOSALS**

Proposals are requested by the Alameda Health System (hereinafter "**Owner**") for construction manager at risk contract, or work described in general, as set forth in Document 00 1001 (Notice Inviting Proposals), and the following additional terms.

**ARTICLE I. NOTICE OF PROCEEDING UNDER PUBLIC CONTRACT CODE SECTION 20146 AND REQUIREMENTS THEREUNDER**

- 1.01. AHS will receive proposals from either an individual, partnership, joint venture, corporation, association, or other recognized legal entity, that is appropriately licensed in this state, including without limitation a contractor's license issued by the Contractors' State License Board.
- 1.02. AHS will base the selection and award of this contract based on its determination of "best value" determined by objective criteria related to the experience of the entity and project personnel, project plan, financial strength of the entity, safety record of the entity, and price.
- 1.03. Subcontractors that are not listed by the successful construction manager at-risk entity as partners, general partners, or association members in a partnership, limited partnership, or association in the entity's construction manager at-risk bid submission shall be awarded by the construction manager at-risk entity in accordance with the process set forth in the Contract Documents. All subcontractors bidding on contracts pursuant to this section shall be afforded the protections contained in Chapter 4 (commencing with Section 4100) of Part 1.

**ARTICLE II. REQUIREMENTS FOR SUBMISSION OF PROPOSALS**

- 2.01. Pre-Proposal Conference and Site Visit
  - A. Owner will conduct Pre-Proposal Conference and Site Visit at the date, time and location indicated in Document 00 1001 (Notice Inviting Proposals), to consider such matters as Proposers may request and perform a Site Visit immediately following, at the Site. It is highly recommended that Proposers and each Proposer's Project Estimator attend Pre-Proposal Conference and Site Visit.
  - B. The Site Visit is mandatory for all Proposers and Proposers shall use it as an opportunity to become familiar with conditions at the Site. Other Pre-Proposal Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.
  - C. Owner will issue a Pre-Bid Conference Agenda and roster of attendees, which are not Contract Documents. Any changes to the Contract Documents or Proposal documents shall be made by written Addenda posted on BidSync.
- 2.02. Required Pre-Proposal Review
  - A. Prior to submission of Proposal, Proposer must conduct a careful examination of Request for Proposal Documents (that include without limitation, the Contract Documents) and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-Proposal investigations, and Document 00 3020 (Geotechnical Data and Existing Conditions) for certain conditions.



- B. Submission of a Proposal shall constitute a Proposer's representation and warranty that it has complied with all Required Pre-Proposal Review Requirements.

#### 2.03. Questions and Answers

- A. Proposers must direct to Owner in writing via BidSync all questions about the meaning or intent of Request for Proposal Documents (to include without limitation, the Contract Documents). Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda through BidSync.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Proposers shall not rely on oral statements. Owner reserves the right not to respond to questions submitted after October 5, 2018.
- C. Prior to submission of a Proposal, Proposer must communicate in writing to Owner any objections, questions or asserted ambiguities regarding the terms, conditions and procedures set forth in the Proposal Documents (including without limitation this Document 00 2001); submission of a Proposal shall constitute Proposer's consent to such terms, conditions and procedures and waive any right to subsequently assert such matters in protest of the final award.

- 2.04. Addenda. Addenda may also be issued to modify the Request for Proposal Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4001 (Proposal Price Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

### ARTICLE III. RECEIPT OF PROPOSALS

- 3.01. Date and Time. Sealed Proposals will be received by Owner until date and time indicated in Document 00 1001 (Notice Inviting Proposals). All Proposal envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Proposals received after the specified time and will return such Proposals to Proposers unopened.

#### 3.02. Required Contents of Proposals

- A. Proposers must submit Proposals in accordance with this Document 00 2001. Proposals must contain the Required Contents specified below.
- B. Document 00 4001 (Proposal Price Form). Proposers must submit Proposals on Document 00 4001 (Proposal Price Form) in accordance with the provisions of Document 00 4001. Proposers must complete all Proposal items and supply all information required by Request for Proposal documents and specifications. Total Proposal Price shall be the sum of the following Cost Items:
  - 1. Pre-Construction Fee,
  - 2. CMR Fee,
  - 3. CMR's General Conditions, and
  - 4. CMR's General Requirements.
- C. Document 00 4513 (Requirements for Statement of Qualifications).

1. Proposer must submit Document 00 4513 (Requirements for Statement of Qualifications) in accordance with the provisions therein. This consists of two elements: a demonstration on a **Pass/Fail Basis** that Proposer meets the minimum qualifications criteria to perform the Work, and a scored assessment as provided in Document 00 4513. Document 00 4513 shall include the qualifications of Proposer and all members of Proposer, whether an individual, partnership, joint venture, corporation, association, or other recognized legal entity.
  2. Proposers with any questions or doubts regarding their qualifications are encouraged to ask Owner questions about qualifications only, and receive answers, which Owner will keep confidential to the extent reasonably possible. Owner reserves the right not to respond to questions provided less than fourteen (14) days before the date Proposals are due. If applicable, Owner will publish a generic summary of the questions and answers without identifying specific Proposers.
- D. **Proposer's Project Plan.** Proposer must submit Document 00 4514 (Statement of Proposer's Proposed Project Plan, Staffing Plan, and Safety Plan) in accordance with the provisions therein and with reference to the requirements of Document 00 5251 (Pre-Construction and CMR Services), to demonstrate on a scored basis Proposer's Project Plan. The Project Plan shall include a narrative on the Proposer's proposed plan to complete the Work, why that Plan is advantageous to Owner.
- E. **Statement of Proposer's Proposed Staffing Plan.** Proposer must submit Document 00 4514 (Statement of Proposer's Proposed Project Plan, Staffing Plan, and Safety Plan) for the Project, including resumes, for at least the following proposed key personnel: Project Manager; Construction Superintendent; Project Engineer; Scheduler; Cost Estimator; and Preconstruction Services staff with expertise to perform the required services.
- F. **Statement of Proposer's Proposed Safety Plan.** Proposer must submit Document 00 4514 (Statement of Proposer's Proposed Project Plan, Staffing Plan, and Safety Plan) for the Project, including Contractor's approach to safety programs and infection prevention, including Subcontractor involvement, and for complying with all interim life safety risk measures (ILSM).
- G. **Balance of Required Contents: Insurance and Certifications.**
1. **Letter from Surety.** A letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A:IX or better, confirming that surety has agreed to provide Contractor with performance and payment bonds in accordance with the requirements set forth in the Contract Documents 00 6113.12 (Construction Performance Bond) and 00 6113.18 (Construction Labor and Material Payment Bond).
  2. **Document 00 4810 (Non-Collusion Affidavit).** Proposers must submit Document 00 4810 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4810.
  3. **Document 00 4820 (Proposer Certifications).** Proposers must submit Document 00 4820 (Proposer Certifications) completed in accordance with the provisions of Document 00 4820.

### 3.03. Proposal Submission

- A. Each Contractor shall submit its Proposal to the Owner at the address indicated herein. Owner will receive Proposals in opaque sealed 10 inch x 13 inch envelopes, containing the required items described herein. Proposers must complete all Proposal items and supply all information required by Request for Proposal documents and specifications.
- B. Each Contractor shall submit one original set and three (3) copy sets of the above items specifically tailored to the Project. In addition, three (3) copies of electronic files (formatted as Adobe .pdf files) of all documents and materials submitted shall be included in the Proposal on three separate compact disks.
- C. Each Contractor shall submit their Proposals and all deliverables in a manner that is structured to permit easy and definitive evaluation of each Factor identified herein as Evaluation Factors.
- D. Proposals shall be deemed to include any written responses of a Contractor to any questions or requests for information of Owner made as part of the Proposal evaluation process after submission of the Proposal.
- E. Proposals must be full, complete, clearly written and using the required forms. Proposers shall make any change in the Proposal by crossing out the original entry, entering and initialing the new entry. Proposer's failure to submit all required documents strictly as required entitles Owner to reject the Proposal as non-responsive. All Proposers must submit Proposals containing each of the fully executed documents supplied in this Project Manual.

## ARTICLE IV. PROPOSAL OPENING AND EVALUATION

### 4.01. Initial Evaluation for Patent Defects and/or Proposals Not Meeting Pass/Fail Responsibility Criteria

- A. Owner will open the Proposals, and perform a preliminary review to identify any patently defective Proposals (including without limitation Proposals where the Proposer does not meet the Pass/Fail Responsibility Criteria.) Owner action on defective Proposals may include refusal to evaluate such Proposals and elimination of Contractor submitting such Proposals from the evaluation process. Owner reserves all rights to take any action consistent with the requirements of this Document 00 2001 (Request for Proposals), including, without limitation, requesting additional information after receipt and opening of Proposals and waiving any inconsequential defects.
- B. All Proposals from Contractor which remain after the preliminary review shall be evaluated by an Owner Review Panel, which will be comprised of individuals selected by the Owner. The Review Panel will review the Proposals and award points using the methodology described in this Document 00 2001.

### 4.02. Owner Investigations

- A. Owner may conduct reasonable investigations and reference checks of Proposer and other persons and organizations as Owner deems necessary to assist in the evaluation of any Proposal and to establish Proposer's responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Proposal constitutes Proposer's consent to the foregoing.

- B. Owner shall have the right to consider information provided by sources other than Proposer. Owner shall also have the right to communicate directly with Proposer's surety regarding Proposer's bonds.

4.03. Evaluation Factors and Interviews

- A. The Owner will evaluate each Proposal based upon the following factors, with the maximum number of points allocated to each factor as indicated in the Points Matrix below.
- B. The Owner will evaluate each Proposal based upon the following factors, with the maximum number of points allocated to each factor as indicated in the Points Matrix below.

Factors	Maximum Points
1. Experience and Qualifications (Pass/Fail)	
1A. Experience and Qualifications (Other)	25
2. Price	35
3. Project Plan	10
4. Safety Record and Safety Plan	10
5. Financial Strength	10
6. Local Business	10
TOTAL (Maximum)	100

- C. Evaluation Factor Description.
1. Experience and Qualifications (Pass/Fail)
  2. Experience and Qualifications (Other). The Contractor whose Proposal describes a team which Owner determines is the most qualified, when compared with the teams proposed by other Contractors, shall receive twenty-five (25) points under this factor. Contractors determined to have a less qualified team shall receive less than twenty-five (25) points, as determined by the Owner. Proposals shall be evaluated based upon the Contractor's structure of organizational chart, knowledge/skill/ability/experience of key personnel, California OSHPD experience with OSHPD-1 facility construction and applicable laws, building codes and regulations, Owner/Designer/Contractor interaction strategies, and other aspects of project management, as well as Contractor's experience and qualifications as set forth in response to Document 00 4513 (Requirements for Statement of Qualifications). Experience and Qualifications shall be assessed as follows: 70% based upon Contractor's written submittals and references, and 30% based upon Contractor's interview, as described further in this Document 00 2001.
  3. Price. Total Proposal Price shall be the sum of Cost Items 1 (Pre-Construction), 2 (CMR Fee), 3 (CMR General Conditions), and 4 (CMR General Requirements), determined as provided herein and in Document 00 4001 (Proposal Price Form).
  4. Project Plan. The Contractor whose Proposal describes a superior Project Plan, determined as provided herein and in Document 00 4514 and when compared

- with the Project Plans proposed by other Contractors, shall receive ten (10) points under this factor. Contractors determined to have less superior Project Plans shall receive less than ten (10) points, as determined by the Owner.
5. **Acceptable Safety Record and Safety Plan.** The Contractor's Safety Record and Safety Plan shall be assessed based upon the Contractor's Experience Modification Rate (EMR) and Safety Plan, determined as provided herein and in Document 00 4514. The Contractor with a superior EMR and Safety Plan, when compared with the EMR and Safety Plan of other Contractors, shall receive ten (10) points under this factor. Contractors determined to have a less superior EMR and Safety Plan shall receive less than ten (10) points, as determined by the Owner. Contractors with an EMR of 1.25 or more shall be deemed to fail.
  6. **Financial Strength.** The Contractor whose Proposal describes superior Financial Strength, determined as provided herein and in Document 00 4513, and when compared with the Financial Strength of other Contractors who submit Proposals, shall receive ten (10) points under this factor. Contractors determined to have less superior Financial Strength shall receive less than ten (10) points, as determined by the Owner.
  7. **Local Business.** The Contractor whose proposal describes the best plan for maximizing local hire (Alameda County) for the services shall receive ten (10) points under this factor.
- D. **Interviews.** Within approximately seven (7) days after the submittal of Proposals, each Contractor will be allowed approximately 45 minutes (:45) for an interview with Owner's Project Team, for the purpose of discussing the Contractor's Proposal. The date, time and location will be established and announced at a later date. Owner reserves the right to establish additional procedures for the interviews, and will notify all Contractors if Owner exercises this right.
- E. Owner will resolve discrepancies between (1) the multiplication of units of Work and unit prices in favor of the unit prices; (2) the indicated sum of any column of figures and the correct sum thereof in favor of the correct sum; and (3) written words and figures, or words and numerals, in favor of the words.
- F. **Tie Breaker.** In the event there is then a tie in the total number of points awarded to more than one Proposal, the Proposal that, in the Owner's sole discretion is determined to provide a superior Project as compared to the other Proposal receiving a tied score, shall be considered to provide the Best Value to the Owner.

## ARTICLE V. AWARD

- 5.01. **Notice Of Intent To Award.** If the Contract is to be awarded, Owner will award the Contract to the responsive Contractor whose Proposal is determined in writing to provide the Best Value to the Owner. Owner shall provide its written decision and award by November 30, 2018. Owner's written decision shall support the award of the Contract by stating in detail the basis of the award. Owner will deliver Document 00 5101 (Notice of Award) as provided herein. Best Value will be assigned to the Proposal that scores the greatest number of points in accordance with the methodology described herein. If awarded, the qualifying Contractor with the most points will be awarded the Contract as provided in this Document 00 2001 (Request for Proposals).

- 5.02. Determination Of Best Value. Upon completion of Owner's evaluation of all Proposals, including without limitation all required action by the Owner's Board of Supervisors, Owner shall rank the responsive Contractor based on the evaluation factors set forth in paragraphs 3.02 and 4.03 above and in Document 00 4001 (plus tie breaks scoring if appropriate), from most advantageous to least advantageous to the Owner. Owner shall publicly announce its intent to award the Contract for the Project by issuing Document 00 5051 (Notice of Intent to Award), and by posting Document 00 5101 (Notice of Award) on Owner's website and by electronically mailing it to the Contractors who submitted Proposals for this Project, along with all parties who requested that the Owner provide such notice. Document 00 5101 will be deemed properly delivered at the time it is posted on the Owner's website.

## ARTICLE VI. MANDATORY PROPOSAL PROTEST PROCEDURES

### 6.01. Submission of Written Proposal Protest

- A. Except as provided in paragraph 5.01.G., any Proposal protest in connection with the construction contract or work described in general in Document 00 1001 (Notice Inviting Proposals) must be submitted in writing to the Owner at Owner's facilities offices located at 7677 Oakport Street, 11th Floor, Oakland, CA 94621, Attn: Shevon Korth (Owner's Office), before 3:00 p.m. of the third Business Day following issuance of Document 00 5051 (Notice of Intent to Award). Owner will use reasonable efforts to deliver by e-mail a copy of Document 00 5051 to all Proposers who submitted Proposals no later than the Business Day after issuance, although any delay or failure to do so will not extend the Proposal protest deadline described above.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. Only Proposers whom the Owner otherwise determines are responsive and responsible are eligible to protest a Proposal; protests from any other Proposer will not be considered. In order to determine whether a protesting Proposer is responsive and responsible, Owner may evaluate all information contained in any protesting Proposer's Proposal, and conduct the same investigation and evaluation as Owner is entitled to take regarding a Best Value Proposer.
- F. Notwithstanding any other provision of this Article V, the party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 6.02. Exclusive Remedy. The procedure and time limits set forth in this paragraph are mandatory and are Proposer's sole and exclusive remedy in the event of Proposal protest. Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal protest, including presenting a Government Code Claim or initiating legal proceedings. A Proposer may not rely on a protest submitted by another Proposer, but must timely pursue its own protest.

**ARTICLE VII. AWARD AND EXECUTION OF CONTRACT**

## 7.01. Notice of Award and Submittal of Executed Contract Documents

- A. If Contract is to be awarded, it will be awarded to the Best Value Proposer. Owner will issue Document 00 5101 (Notice of Award) to the successful Proposer. Such Award, if made, will be made within ninety (90) Days after the opening of Proposals.
- B. Successful Proposer must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the 10th Day following issuance of the Notice of Award to it.

## 7.02. Required Contract Documents and Proof of Insurance

- A. Document 00 5201 (Agreement), fully executed by successful Proposer. Submit four originals, each bearing an original signature and initials on each page.
- B. Document 00 6301 (Guaranty), fully executed by successful Proposer. Submit four originals, each bearing an original signature and initials on each page.
- C. Insurance certificates and endorsements required by Document 00 7311 (Insurance and Indemnification): Submit one original set.
- D. Any other item required by Document 00 5101 (Notice of Award). As indicated therein.

## 7.03. Failure to Execute and Deliver Documents

- A. If Proposer to whom Contract is awarded, within the period described in this Document 00 2001, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award.
- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Best Value Proposer and proceed accordingly. Such Award, if made, will be made within sixty (60) days after such failure.

## 7.04. Conditions to Construction and Following Completion of Pre-Construction Services

- A. CMR's guaranteed maximum price (GMP) will be the sum of the contract initially awarded, subcontracts competitively bid following completion of pre-construction services, and contingency. In addition to other Contract Documents requirements, following completion of competitive bidding of all subcontracts and before commencement of construction, CMR must submit the following:
  - 1. Document 00 6113.12 (Construction Performance Bond), fully executed by successful Proposer and surety, in the amount set forth in Document 00 6113.12. Submit one original.
  - 2. Document 00 6113.18 (Construction Labor and Material Payment Bond), fully executed by successful Proposer and surety, in the amount set forth in Document 00 6113.18. Submit one original.

**ARTICLE VIII. GENERAL CONDITIONS AND REQUIREMENTS**

## 8.01. Modification of Commencement of Work

- A. Owner expressly reserves the right to modify the date(s) for the Commencement of Work or any portion thereof under the Contract and to independently perform and complete work or services related to Project. Owner accepts no responsibility to Proposer for any delays attributed to Owner's need to complete independent work at the Site.
  - B. Owner shall have the right to communicate directly with Best Value Proposer's performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.
- 8.02. Conformed Project Manual. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during the Proposal period, which will, failing objection, constitute the approved Project Manual.
- 8.03. Payment Bond. If the Project described in Document 00 1001 (Notice Inviting Proposals) involves an expenditure in excess of twenty-five thousand dollars (\$25,000), the successful Proposer must file a payment bond with and approved by Owner prior to entering upon the performance of the Work, in accordance with California Civil Code section 9550 et seq.
- 8.04. Wage Rates. Copies of the general prevailing wage rates for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, may be obtained from the Department of Industrial Relations. Also, Proposer shall post the applicable prevailing wage rates at the Site.
- 8.05. Withdrawal of Proposals. Proposers may withdraw their Proposals at any time prior to the Proposal opening time fixed in this Document 00 2001, only by written request for the withdrawal of Proposal filed with Owner at Owner's Office. Proposer or its duly authorized representative shall execute the request to withdraw Proposal.
- 8.06. Ineligible Contractors and Subcontractors
- A. Owner shall not accept a Proposal from a Proposer who is ineligible to Proposal or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Proposers and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to Proposal or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. (See California Public Contract Code section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at [www.dir.ca.gov/DLSE/debar.html](http://www.dir.ca.gov/DLSE/debar.html).
  - B. Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 8.07. Not Used.
- 8.08. Public Records Act Requests



- A. Pursuant to the Public Records Act, Owner will make available to the public all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Document 00 2001, and all subsequent Proposal evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, Owner will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by a Proposer. Any such trade secrets or proprietary financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
- B. Upon a request for records regarding this Proposal, Owner will notify Proposer involved within ten Days from receipt of the request of a specific time when the records will be made available for inspection. If Proposer timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Proposer determines is not subject to public disclosure, and requests Owner to refuse to comply with the records request, Proposer shall take all appropriate legal action and defend Owner's refusal to produce the information in all forums; otherwise, Owner will make such information available to the extent required by applicable law, without restriction.
- C. Information disclosed to Owner and all items in opened submissions are the property of Owner unless Proposer makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

#### 8.09. Substitutions

- A. Proposers must base their Proposals on products and systems where specified in Contract Documents.
- B. Submittals of substitutions shall contain all required information set forth in Document 00 6325 (Substitution Request Form) (if used) and Document 01 6000 (Product Requirements). Insufficient information shall be grounds for rejection of substitution.
- C. Owner may consider specifications final upon Contract award, however, and will consider substitutions following award in its sole discretion.

#### 8.10. Reservation of Rights

- A. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Proposals, and to reject the Proposal of any Proposer as non-responsive as a result of any error or omission in the Proposal, or if Owner believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an "unbalanced Proposal" is one having nominal prices for some Cost items and enhanced prices for other Cost items.
- B. Owner may retain Proposal securities and Proposal bonds of other than the Best Value Proposer for a reasonable time, not exceeding 60 Days after award of Contract. Owner

may reject any or all Proposals and waive any informalities or minor irregularities in the Proposals. Owner also reserves the right, in its discretion, to reject any or all Proposals and to re-Proposal the Project.

- 8.11. Definitions. All abbreviations and definitions of terms used in this Document 00 2001 are set forth in Document 00 7200 (General Conditions) and Document 01 4200 (References and Definitions).

**END OF DOCUMENT 00 2001**

## DOCUMENT 00 2010

## ACCESS, INDEMNITY AND RELEASE AGREEMENT

Date: \_\_\_\_\_

POTENTIAL PROPOSER: \_\_\_\_\_

OWNER: Alameda Health System (hereinafter "Owner")

SITE: Alameda Hospital, 2070 Clinton Avenue, Alameda, CA 94501

PROJECT: Stephens Wing SPC2 Upgrade and Kitchen Relocation

In consideration of the above-referenced Owner's permitting the undersigned potential proposer ("Proposer") to have access to, and to conduct investigations, tests and/or inspections on the Site ("access"), and effective upon such access, Proposer hereby agrees as follows:

1. To the greatest extent permitted by law, including without limitation California Civil Code section 2782, Proposer hereby releases, and shall defend, indemnify and hold harmless Owner, and its officers, employees, consultants (including without limitation Architect/Engineer), representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other access activity conducted by Proposer of any of Proposer's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of Owner or by any released and indemnified party.
2. In connection with the release referenced in paragraph 1 above, Proposer hereby waives the provisions of California Civil Code section 1542 which provides as follows:  
**A general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor.**
3. Proposer shall repair any damage to the Site or adjacent property resulting from activities by or on behalf of Proposer authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 00 3020 (Geotechnical Data and Existing Conditions).
4. Attached hereto (or to be delivered separately before Proposer's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of General Conditions and Supplemental Conditions.
5. Although this Access, Indemnity and Release Agreement is not a Contract Document (see Document 00 5201 [Agreement]), it shall be fully effective and binding regardless of whether Proposer submits a Proposal for the subject Project, is awarded a contract for the Project or otherwise.

*signatures follow next page*

\_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_

Title (If Corporation: Chairman, President or  
Secretary, Vice President)

By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_

Title (If Corporation: Secretary, Assistant  
Chief Financial Officer or Assistant Treasurer)

**END OF DOCUMENT 00 2010**

**DOCUMENT 00 3020****GEOTECHNICAL DATA AND EXISTING CONDITIONS****ARTICLE I. SUMMARY**

- 1.01. This Document 00 3020 sets forth the terms and conditions under which Proposer may review, study, use, or rely upon geotechnical data at or contiguous to the Site, and existing conditions information concerning existing conditions at or contiguous to the Site. This Document 00 3020, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.

**ARTICLE II. REPORT AND INFORMATION**

- 2.01. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.
- 2.02. Proposers may inspect geotechnical reports and information regarding existing conditions available at the Owner's Office, and may obtain copies at cost of reproduction and handling upon Proposer's payment for the costs. These reports, documents and other information are not part of the Contract Documents. Nevertheless, by submitting a Proposal, Proposer accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.
- 2.03. Geotechnical reports may be included in the Project Manual and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents.
- 2.04. The following geotechnical reports and data, and information regarding existing conditions and Underground Facilities at or contiguous to the Site, are available for review for this Contract through Owner.

**ARTICLE III. USE OF INFORMATION ON EXISTING CONDITIONS**

- 3.01. Aboveground Existing Conditions. Under no circumstances shall Owner be deemed to make a warranty or representation of existing above-ground conditions, as-built conditions, or other above-ground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Proposer by the performance of its own independent investigation that Proposer must perform prior to submitting a Proposal and Proposer must not rely on the information supplied by Owner regarding existing conditions. Proposer represents and agrees that in submitting its Proposal, it is not relying on any information regarding existing conditions supplied by Owner.
- 3.02. Underground Facilities. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the owners or builders of such Underground Facilities or others). Except as expressly set forth in this Document 00 3020, Owner does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Proposer is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 00 3020, Owner will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by Owner. This express assumption of

responsibility applies only if Proposer has conducted the independent investigation required of it and discrepancies were not apparent.

#### **ARTICLE IV. LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION**

4.01. Limitations on Geotechnical Data. Except as expressly set forth in this Document 00 3020, Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Proposer represents and agrees that in submitting its Proposal, it is not relying on any geotechnical data supplied by Owner, except as specifically set forth herein.

4.02. Limitations on Technical Data

A. Proposer may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Proposer has conducted the independent investigation required of it and discrepancies were not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:

1. The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration.
2. The term "technical data" does not include, and Proposer may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
3. The term "technical data" shall not include the location of Underground Facilities.
4. Proposer may not rely on the completeness of reports and drawings for the purposes of preparing a proposal or construction. Proposer may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
5. Proposer is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in supplied geotechnical data.

#### **ARTICLE V. INVESTIGATIONS**

5.01. Before submitting a Proposal, each Proposer shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Proposer and safety precautions and programs incident thereto or which Proposer deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents. Proposers shall advise Owner in writing during the Proposal period of any questions, suppositions, inferences or deductions Proposers may have for Owner's review and response.

5.02. Owner has provided time in the period prior to submission of proposals for Proposer to perform these investigations.

#### **ARTICLE VI. ACCESS TO SITE FOR INVESTIGATIONS**

- 6.01. Subject to reasonable scheduling and such other conditions as Owner may reasonably require, Owner will provide each Proposer access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Proposer deems necessary for submission of a Proposal. Proposers must fill all holes, clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 2001 (Instructions for Proposals), Document 00 2010 (Access, Indemnity and Release Agreement) and Document 00 7200 (General Conditions), including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Proposer shall supply all equipment required to perform any investigations as each Proposer deems necessary. Owner has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

**END OF DOCUMENT 00 3020**

**DOCUMENT 00 4001**

**PROPOSAL PRICE FORM**

THIS PROPOSAL IS SUBMITTED BY:

---

(Firm/Company Name)

Re: **Stephens Wing SPC2 Upgrade and Kitchen Relocation**

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with the ALAMEDA HEALTH SYSTEM (**Owner**) in the form included in the Contract Documents, Document 00 5201 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Contract Documents, Document 00 1001 (Notice Inviting Proposals), and Document 00 2001 (Instructions for Proposals), including, without limitation, those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance for 90 Days after the day of Proposal opening.
3. In submitting this Proposal, Proposer represents that Proposer has examined all of the Contract Documents, performed all required Pre-Proposal Review, received the Pre-Proposal conference minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Proposer

4. Based on the foregoing, Proposer proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Proposal Prices:



**SCHEDULE OF PROPOSAL PRICES**

All Cost items, including lump sums and unit prices, must be filled in completely. Cost items are described or referenced in Document 01 1000 (Summary) or Document 00 2001 (Instructions for Proposals). Quote in figures only, unless words are specifically requested.

<u>NO.</u>	<u>ITEM</u>	<u>TYPE</u>	<u>PERCENT (%)</u>	<u>DOLLAR AMOUNT</u>
1.	Pre-Construction Services	Hourly Rate, Not to Exceed Set Amount (see Note 1 below)	xxxx	\$
2.	CMR General Conditions	Lump Sum	xxxx	\$
3.	CMR General Requirements	Lump Sum	xxxx	\$
4.	CMR Fee	Percent (see Note 1 below)	_____ %	\$
<b>Total Proposal Price (Sum of Cost Items 1, 2, 3 and 4)</b>				<b>\$ _____</b>

Total Proposal Price:

---

(Words)

Notes:

- Hourly rates for all services necessary to complete Cost Item 1 (Pre-Construction Services), 3 (CMR General Conditions), and 4 (CMR General Requirements) should be submitted with the proposal. The reasonableness of these hourly rates will be considered in assessing the Price.
- The undersigned Proposer acknowledges that the Total Proposal Price submitted herewith is its Initial Guaranteed Maximum Price, and shall be the maximum amount that Proposer may receive for completing all Work in accord with the Contract Documents.
- The undersigned acknowledges that the Best Value Proposer will be determined as provided in Document 00 2001 (Instruction for Proposals).
- The undersigned Proposer understands that Owner reserves the right to reject this Proposal.
- If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Proposer within the time described in Paragraph 2 of this Document 00 4001 or at any other time thereafter before it is withdrawn, the undersigned Proposer will execute and deliver the documents required by Document 00 2001 (Instructions for Proposals) within the time specified therein.
- Notice of Award or request for additional information may be addressed to the undersigned Proposer at the address set forth below.
- The undersigned Proposer agrees to commence Work under the Contract Documents on the date(s) established in Document 00 7200 (General Conditions) and to complete all Work within the time(s) specified in Document 00 5201 (Agreement).

- 8. The undersigned Proposer agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete Work in the Contract (or portions thereof) within the time(s) specified in Document 00 5201 (Agreement) shall be as set forth in Document 00 5201.
- 9. The names of all persons interested in the foregoing Proposal as principals are:

**IMPORTANT NOTICE:** If Proposer or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Proposer or other interested person is an individual, give first and last names in full.

**NAME OF PROPOSER:**

\_\_\_\_\_

licensed in accordance with an act for the registration of Contractors, and with license number: \_\_\_\_\_ Expiration: \_\_\_\_\_.

(Place of Incorporation, if Applicable)	(Principal)
	(Principal)
	(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Proposer)

\_\_\_\_\_

**NOTE:** If Proposer is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Proposer is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contractor's Representative(s): \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

Officers Authorized to Sign Contracts \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

Telephone Number(s): \_\_\_\_\_  
(Area Code) (Number)

\_\_\_\_\_  
(Area Code) (Number)

Fax Number(s): \_\_\_\_\_  
(Area Code) (Number)

\_\_\_\_\_  
(Area Code) (Number)

Date of Proposal: \_\_\_\_\_

**END OF DOCUMENT 00 4001**

DOCUMENT 00 4110

BOND ACCOMPANYING PROPOSAL

KNOW ALL BY THESE PRESENTS:

That the undersigned \_\_\_\_\_,  
(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto the Alameda Health System (Owner), as obligee, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's Total Proposal Price, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for Owner's Contract to construct Stephens Wing SPC2 Upgrade and Kitchen Relocation.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Proposal submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide when required the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 00 2001 (Instructions for Proposals) or Document 00 5201 (Agreement), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, [20\_\_\_\_.]  
(Month)

(Corporate Seal)  
Principal

By \_\_\_\_\_

By \_\_\_\_\_  
Surety

(Corporate Seal)  
Attorney in Fact

By \_\_\_\_\_

END OF DOCUMENT 00 4110

## DOCUMENT 00 4513

REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS  
(INCLUDING PASS/FAIL CRITERIA)

## ARTICLE I. GENERAL INFORMATION

- 1.01. Submission and Use of Statements of Qualifications
- A. Owner requires Proposer to submit a Statement of Proposer Qualifications (SOQ) as described in this Document 00 4513.
  - B. The SOQ submitted by Proposer and its constituent members (if any) shall contain all information required in Attachment A-1 and A-2 hereto and as required by this Document 00 4513 as part of its Proposal for this Contract. Attachment A-1 shall be submitted by Proposer's "Lead Member" as defined below.
- 1.02. Delineation of Lead Member for Submission of SOQ. Definition of Lead Member: Each Proposer that is comprised of more than one corporation (as either a joint venture, association, partnership or limited partnership), shall designate a Lead Member who shall demonstrate lead and executive control and authority over the Proposer. For example but without limitation, the prime contractor in an association of a prime contractor and subcontractors, might be the Lead Member. If no Lead Member is designated, then the criteria that apply to the Lead Member below apply to the Proposer and any and all constituent entities or members.
- 1.03. Owner's Use of Submitted SOQ
- A. Consistent with California Public Contract Code Section 20146, Owner shall use the submitted SOQ's for two purposes:
    1. Initially, To Determine Pass/Fail Criteria. To determine initially if Proposers meet minimum requirements of Proposer responsibility as that term is defined in the California Public Contract Code.
    2. Thereafter, To Use in Scored, Competitive Interviews. To use as the basis of competitive interviews and a scored Best Value ranking of Proposers on stated criteria, as defined in Document 00 2001 (Instructions for Proposals).
- 1.04. General Requirements for SOQ
- A. The Statement of Proposer Qualifications shall be bound and printed vertically ("portrait" orientation) on standard 8 ½" by 11" paper. The SOQ shall not exceed 25 pages, single sided but will preferably be much shorter. Resumes, projects lists, and any marketing materials may be included in appendices. Type size shall be no smaller than 12 point, but preferably larger. The top of page one of the SOQ shall state the Proposer's or Proposers' name(s), address, phone number, fax number, e-mail address, and contact name. A cover letter is optional.
  - B. SOQ's shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the Proposer's Qualifications meet Owner's requirements. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Proposer has a thorough

understanding of and has demonstrated knowledge of the requirements to perform the Work.

- C. Proposers with any questions or doubts regarding qualification requirements are encouraged to ask Owner questions about qualification requirements only, and receive answers, which Owner will keep confidential to the extent reasonably possible. Owner reserves the right not to respond to questions provided less than fourteen (14) days before the date Proposals are due. If applicable, Owner will publish a generic summary of the questions and answers without identifying specific Proposers.
- 1.05. Measurement. Proposer's compliance with the minimum qualification requirements will be measured by Proposer's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.

## **ARTICLE II. IDENTIFICATION OF PASS/FAIL MINIMUM QUALIFICATIONS OF LEAD MEMBER OF PROPOSER'S TEAM**

### 2.01. Pass/Fail Criteria

- A. The criteria identified in this Article 2 are Pass/Fail criteria for the Lead Member of the Proposer's Team. The Questionnaire that follows seeks information on these criteria.
- B. There are no other Pass/Fail criteria. All other information requested in the SOQ is for use in the scored phase of the procurement.

### 2.02. Experience of Lead Member of Proposer Team – Pass/Fail Criteria

- A. Proposer has a minimum of three prior similar projects involving renovation of OSHPD-1 hospital facilities, each having a value in excess of \$5 Million, completed within the prior five years.
- B. Proposer has managed and constructed at least two OSHPD-1 hospital facilities within the last 5 years that meet the following criteria:
  - 1. Were in urban environments.
  - 2. Had construction budgets exceeding \$5 million each.
  - 3. Were on an operating acute care hospital campus under California laws.
- C. Proposer has managed and constructed at least two projects within the last 5 years involving pre-construction services, separate from construction services, of a similar nature to those contemplated for this Owner Project, with overall project budgets exceeding \$5 million each.

### 2.03. Licensing – Pass/Fail Criteria

- A. Proposer possesses a valid and current California Contractor's license for all of the work proposed.
- B. Proposer's Contractor's license has not been revoked at any time in the last five years.

### 2.04. Financial and Bonding – Pass/Fail Criteria

- A. Proposer has had no default on any loans in last five years and has no outstanding unsatisfied judgments or liens with a right of enforcement (i.e., where the underlying loan is

in default), and is not currently for sale or involved in potential expansion, acquisition or merger that might impact its ability to perform this Project.

- B. Proposer has provided letter from surety stating Firm has sufficient bonding capacity for this Project.
  - C. Proposer is not currently for sale or involved in potential expansion, acquisition or merger that might impact its ability to perform this Project.
  - D. Proposer can demonstrate it can handle this Project considering its current and projected work backlog.
  - E. Proposer has a minimum of \$2,000,000 liability insurance coverage.
- 2.05. Defaults and Liquidated Damages for Delay – Pass/Fail Criteria
- A. Proposer has not failed to complete a contract or been removed from a project in the last 10 years.
  - B. Proposer has not been assessed liquidated damages for failing to complete a project within the contract time within the last 3 years, subject to the following allowances: one project, up to 5% of the contract time allowed; two additional projects, up to 2% of the contract time allowed.
- 2.06. Safety
- A. Proposer has acceptable safety procedures and practices.
  - B. Proposer's State of California Experience Modification Rate (EMR) for last five years is less than 1.25.
- 2.07. Personnel Qualifications
- A. With respect to Proposer's proposed Project Manager, Project Engineer, Superintendent and Quality Control/Quality Assurance Officer (together, Key Employees):
    - 1. Each must have individual experience on a minimum of one project substantially similar to this Project, involving an OSHPD-1 facility in excess of \$5 Million in value. Each Key Employee must have had the qualifying responsibility for over 75% of the project duration.
    - 2. Each Key Employee relied on for these qualifications must be a current employee of the Proposer.
    - 3. The Proposed Project Manager and Superintendent must have had substantial responsibility in a similar position for 75% of the project duration of the listed projects in Part C of ATTACHMENT "A-1".
- 2.08. Full Disclosure. Proposer has fully disclosed all information requested.

### **ARTICLE III. REQUIRED CONTENTS OF SOQ SUBMISSION FOR PROPOSER'S LEAD MEMBER**

#### **3.01. Required Contents**

- A. Transmittal Letter. The Transmittal Letter shall name the Proposer, its legal structure (i.e., corporation, partnership, limited partnership, joint venture, association). If a joint venture or partnership or association is proposed, Proposer shall identify the partners and/or

members of the joint venture, partnership, or association and their roles and responsibilities. Proposer shall identify the exact legal name of the Proposer as a legal entity entitled to contract in California.

- B. Completed Questionnaire. Lead member of Proposer shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 4001, Attachment "A-1", per the instructions provided.
- C. Resumes of Proposed Key Personnel. Lead member of Proposer shall provide a resume for each named Key Personnel of lead member of Proposer.
- D. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Proposer shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Proposer with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.12 (Construction Performance Bond) and 00 6113.18 (Construction Labor and Material Payment Bond), each in the penal sum of the Proposer's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- E. Insurer Letter re: Capability to Provide the Required Insurance. Proposer shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Proposer the required coverages and amounts specified in the Contract Documents.
- F. Description of Safety Program and Quality Control Procedures. Proposer shall identify, describe its safety program, quality control procedures, and safety experience.
- G. License. Evidence of a valid contractor's license and required licenses of all licensees of persons who are Key Personnel necessary to perform the Work.
- H. Litigation History. Description of litigation history for the past three years, including names of involved parties, nature of dispute, and disposition.

**END OF DOCUMENT 00 4513**

**STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE**



ATTACHMENT "A - 1" – Statement of Qualification Questionnaire for Lead Member

Proposers shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2000 (Instructions to Proposers) and Document 00 4001 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

**ARTICLE I. CONTACT INFORMATION**

Company Name	
Owner of Company	
Contact Person	
Address	
Phone / Fax	

**ARTICLE II. GENERAL INFORMATION**

Question	Yes	No
1. Does Proposer possess a valid and current California Contractor’s license for the work proposed?		
2. Does Proposer have a minimum of \$2,000,000 liability insurance coverage?		
3. Has Proposer’s license been revoked at any time in the last five years?		
4. Has Proposer been “default terminated” by an Owner (other than for convenience) or has a Surety completed a contract for Proposer within the last five years?		
5. Has Proposer been convicted for willful failure to pay prevailing wages in the last three years?		
6. Has Proposer attached copies of its reviewed or audited financial statements and accompanying notes for the last three years?		

Proposer may be disqualified if any answer to questions 1, 2, or 6 is No.  
 Proposer may be disqualified if any answer to questions 3, 4, or 5 is Yes.

**ARTICLE III. SAFETY, PREVAILING WAGE, DISPUTES AND BONDS**

3.01. Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management District, or any Regional Water Quality Control Board, cited Proposer in the past five years for its work on a California construction project? Yes \_\_\_ No \_\_\_

If yes, attach description of each citation and statement why such citation should not disqualify Proposer as a responsible Proposer under the California Public Contract Code.

3.02. How often does Proposer require documented safety meetings be held for:  
 Field Supervisor: Weekly \_\_\_ Bi-Weekly \_\_\_ Monthly \_\_\_ Less Than Monthly \_\_\_  
 Employees: Weekly \_\_\_ Bi-Weekly \_\_\_ Monthly \_\_\_ Less Than Monthly \_\_\_  
 New Hires: Weekly \_\_\_ Bi-Weekly \_\_\_ Monthly \_\_\_ Less Than Monthly \_\_\_  
 Subcontractors: Weekly \_\_\_ Bi-Weekly \_\_\_ Monthly \_\_\_ Less Than Monthly \_\_\_

3.03. How often does Proposer conduct documented safety inspections?  
Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_

3.04. Does Proposer have home office safety representatives who visit/audit the job site?  
Quarterly \_\_\_\_\_ Semi-annually \_\_\_\_\_ Annually \_\_\_\_\_ Other \_\_\_\_\_

3.05. Describe Proposer's safety mission statement that guides the safety management on projects. Describe innovations the Proposer has implemented that improved safety performance.

What is Proposer's Interstate Experience Modification Rate for 2014? \_\_\_\_\_. (A rating in excess of **[1]** may constitute grounds for disqualification as non-responsible.)

Provide:

Proposer's State of California Experience Modification Rate (EMR) for the last 5 years:

\_\_\_\_\_.

Proposer's OSHA recordable incident rate for the last 5 years: \_\_\_\_\_.

Proposer's OSHA lost time incident rate for the last 5 years: \_\_\_\_\_.

**Prevailing Wage Provisions**

3.06. During the last five years, has Proposer been required to pay either back wages or penalties for failure to comply with California state prevailing wage laws or federal Davis-Bacon prevailing wage requirements for any California construction project?

If yes, attach description of each instance and statement why such citation should not disqualify Proposer as a responsible Proposer under the California Public Contract Code.

3.07. During the last five years, has Proposer been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision not involving back wages or penalties described immediately above? Yes \_\_\_\_\_ No \_\_\_\_\_.

If yes, attach description of each instance and statement why such citation should not disqualify Proposer as a responsible Proposer under the California Public Contract Code.

**License Provisions**

3.08. Has Proposer changed names or license numbers in the past 5 years? If so, please state reason for change. Yes \_\_\_\_\_ No \_\_\_\_\_

Reason: \_\_\_\_\_

**Disputes Or Liquidated Damages**

3.09. Has Proposer had any claims, litigation, legal proceedings, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past 5 years, including litigation involving the Proposer and the proposed staff (in their professional capacities) for the Project? ("Litigation" or "Legal Proceeding" includes, but is not limited to, actions in civil or criminal court, mediation, arbitration, and all other forms of dispute resolution, settled or pending.)

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, attach description of each instance including details of total claim amount, settlement amount, and Owner's name and phone number, and include the following specifics:

List and describe unsettled/pending claims, demands, or notices of default since January 1, 2008.

Has Proposer failed to complete a contract or been removed from a project within the past 10 years? If yes, attach description of each instance and statement why such failure to complete or removal from a project should not disqualify Proposer as a responsible Proposer under the California Public Contract Code.

3.10. Has Proposer had liquidated damages assessed against it for delay by a Project owner on any project in the past 3 years? If yes, attach description of each instance including details of total project time, number of days of inexcusable delay and reasons why the delay occurred, claim amount, settlement amount, and Owner's name and phone number. Yes \_\_\_\_\_ No \_\_\_\_\_

**Bonding**

3.11. Bonding Capacity – Provide documentation from Proposer's surety identifying the following:

Name of bonding company/surety: \_\_\_\_\_

Name of Surety Agent: \_\_\_\_\_

Surety Agent address: \_\_\_\_\_

Surety Agent phone number: \_\_\_\_\_

Is surety a California-admitted surety? Yes \_\_\_\_\_ No \_\_\_\_\_

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes \_\_\_\_\_ No \_\_\_\_\_

List surety's A.M. Best Rating: \_\_\_\_\_

What is Proposer's total bonding capacity? \_\_\_\_\_

What percent does Proposer pay for bonds? \_\_\_\_\_

**ARTICLE IV. EXPERIENCE OF LEAD MEMBER OF PROPOSER**

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

- 4.01. Key Personnel. List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed in the SOQ:

Project Manager: \_\_\_\_\_

Project Superintendent: \_\_\_\_\_

Project Scheduler: \_\_\_\_\_

Project QA/QC Officer: \_\_\_\_\_

- 4.02. Qualifying Projects. On a separate sheet, list three projects of similar size and scope to the Work of the Contract, completed in the past five (5) years. NOTE: this listing will be used to assess compliance with the stated minimum qualifications. Please clearly delineate the following:

- A. Project Name and Description, including Delivery Method used and major subcontractors. Specifically address these questions:

1. Was this hospital facility project on an operating OSHPD-1 acute care hospital campus in California?
2. Did Proposer provide pre-construction services and, if so, what services?
3. Was it in an urban environment?
4. Did the construction budget, and final cost, each exceed \$10 million?

B. Construction Cost

C. Year Completed

D. Architect/Engineer Contact (name and phone number)

E. Const. Mgr. or Project Mgr. (name and phone number)

- 4.03. Recent Projects. On a separate sheet, provide information about three (3) of Lead Member's most recently completed projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications and to conduct general reference checks. Please clearly delineate the following:

A. Project Name and Description

B. Construction Cost

C. Year Completed

D. Architect/Engineer Contact (name and phone number)

E. Const. Mgr. or Project Mgr. (name and phone number)

- 4.04. Relevant Experience. Highlight relevant aspects of project experience regarding:

- A. Local projects. Describe your experience involving projects planned or built in Alameda County. Provide information that demonstrates your ability and experience to provide the services with focus on a local Bay Area project in an urban setting.
  - B. Project issues. Summarize how your experience on past projects addressed these project issues:
    - 1. Project Labor Agreements. Provide details of your experience with Project Labor Agreements.
    - 2. Teamwork and collaboration. Describe how you will closely interface and coordinate with Owner, its PM & CM Representatives, the AE, and other consultants and users throughout the preconstruction and construction phases.
    - 3. OSHPD and regulatory agency compliance. Describe how you will anticipate and comply with requirements of agencies with project jurisdiction.
    - 4. Change resolution. Describe systematic process to identify changes early, process them promptly and negotiate fair pricing.
    - 5. Describe your experience in noise mitigation, vibration mitigation, dust mitigation, odor mitigation, and debris mitigation related to working in an operating hospital environment.
- 4.05. Local Hiring.
- A. Demonstrate your local project experience, and knowledge of local subcontractor community and of local market conditions and Proposer's unique skills and services.
  - B. State how many of your employees reside in Alameda County. Describe efforts you make to hire local residents or any local hire programs currently in place.
  - C. Describe your experience in developing participation of local firms, particularly small businesses in projects that you have completed in the past five years.
  - D. Describe the specific efforts you will undertake to encourage the participation of Alameda County businesses in the project, for example, documenting specific subcontractor outreach, or setting goals for local business participation.

#### ARTICLE V. FINANCIAL INFORMATION

- 5.01. Financial and Bonding Information. Include financial information for the Proposer in order to demonstrate Proposer's financial capability to complete the Project. This may be submitted under seal and treated as confidential. In order to demonstrate the Proposer's financial capability, Proposers are requested to submit the following items:
- A. Submit a letter from a surety company that states that the Firm has sufficient bonding capacity for the project Scope and cost as stated in these Instructions for Proposals.
  - B. Identify if the proposing firm is currently for sale or involved in potential transaction to expand or to become acquired or merged by another business entity. If so, explain the impact in both organization and company direction.

- C. Document Proposer's ability to perform the volume of work described in the Contract Documents given Proposer's current and anticipated workloads in 2014, 2015, and 2016. Summarize current work commitments broken down by project delivery method (GC, CM, CM Multiple Prime, other) and volume of work.

Proposer hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

---

SIGNATURE

---

TITLE

**END OF ATTACHMENT A1**

DOCUMENT 00 4514

STATEMENT OF PROPOSER'S PROPOSED PROJECT PLAN AND STAFFING PLAN

TO ALAMEDA HEALTH SYSTEM

THIS STATEMENT IS SUBMITTED BY:

---

(Firm/Company Name)

Re: **Stephens Wing SPC2 Upgrade and Kitchen Relocation**

The undersigned Proposer submits herewith its Proposed Project Plan and Proposed Staffing Plan, in accordance with Document 00 2001 (Instructions for Proposals).

Proposer hereby declares under penalty of perjury that all the information provided in its Proposed Project Plan and Proposed Staffing Plan is true and correct.

---

SIGNATURE

---

TITLE

END OF DOCUMENT 00 4514





Subscribed and sworn before me \_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public of the State of \_\_\_\_\_

In and for the County of \_\_\_\_\_

My Commission expires \_\_\_\_\_ (Seal)

**NOTE:** If Proposer is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

**NOTE:** If Proposer [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

**NOTE:** If Proposer's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

**END OF DOCUMENT 00 4810**

**DOCUMENT 00 4820****PROPOSER CERTIFICATIONS****TO BE EXECUTED BY ALL PROPOSERS AND SUBMITTED WITH PROPOSAL**

The undersigned Proposer certifies to the ALAMEDA HEALTH SYSTEM as set forth in sections 1 through 6 below.

**1. STATEMENT OF CONVICTIONS**

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Proposer within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

**2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE**

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

**3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS**

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code section 1776, regarding wage records, and with California Labor Code section 1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

**4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE**

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid, propose and work on public works projects.

**5. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT**

By my signature hereunder, as the Contractor, pursuant to Labor Code section 2810(a), I certify that, if awarded the Contract based on the undersigned's Proposal, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided.

**6. CERTIFICATIONS REGARDING CONSTRUCTION TRADES**

By my signature hereunder, as the Contractor, I certify that I have considered which construction trades will be performing each aspect of the Work of the Project, and the different wages payable to the various trades, in determining the amount to propose for the Contract.

Proposer understands that Owner will be relying on these certifications if it awards the Contract to the undersigned.

PROPOSER: \_\_\_\_\_  
(Name of Proposer)

Date: \_\_\_\_\_, [20\_\_] By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

END OF DOCUMENT 00 4820

DOCUMENT 00 5051

NOTICE OF INTENT TO AWARD

DATE POSTED: [Insert Date]

CONTRACT FOR: **Stephens Wing SPC2 Upgrade and Kitchen Relocation**

\_\_\_\_\_, the \_\_\_\_\_ of  
Owner intends to recommend to its Board of Supervisors the Award of the above-referenced Contract to

\_\_\_\_\_  
(Name of Contractor)

ALAMEDA HEALTH SYSTEM

By: \_\_\_\_\_

\_\_\_\_\_  
(Print name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

END OF DOCUMENT 00 5051

DOCUMENT 00 5101

NOTICE OF AWARD

Dated: \_\_\_\_\_, 20\_\_

To: \_\_\_\_\_  
(CMR)

Address: \_\_\_\_\_

**CONTRACT FOR: Stephens Wing SPC2 Upgrade and Kitchen Relocation**

The Phase I Contract Sum of your Contract is \_\_\_\_\_ Dollars.

1. Five copies of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by 5:00 p.m. of the 10<sup>th</sup> Day following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 201\_\_]**.
  - a. Deliver to Owner four fully executed counterparts of Document 00 5201 (Agreement). Each copy of Document 00 5201 (Agreement) must bear your original signature on the signature page and your initials on each page.
  - b. Deliver to Owner four original copies of Document 00 6301 (Guaranty), each executed by you and with your initials on each page.
  - c. Deliver to Owner one original set of the insurance certificates with endorsements required under Document 00 7311 (Insurance and Indemnification).
  - d. **[Insert other, if applicable]**
  - e. **[Insert other, if applicable]**
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Proposal abandoned, to annul this Notice of Award, and to declare your Proposal security forfeited.
4. As further described in Document 00 2001 (Instructions for Proposals), award of your Contract is also subject to all required State of California approvals.
5. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5101, Owner will return to you one fully signed counterpart of Document 00 5201 (Agreement) with one copy of the Project Manual (including Specifications and Drawings) and one set of full-size Drawings.
6. Before you may commence pre-construction phase services under the Contract, you must attend a pre-construction conference. The pre-project conference may be arranged through \_\_\_\_\_, Owner's Representative at \_\_\_\_\_. Questions regarding bonds and insurance may be directed to \_\_\_\_\_. All other inquiries regarding the Project should be directed to \_\_\_\_\_.

- 7. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code § 1776.

**OWNER:**

ALAMEDA HEALTH SYSTEM

By: \_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 ( Print Name)

ATTEST: \_\_\_\_\_  
 Secretary

\_\_\_\_\_  
 (Print Name)

**AUTHORIZED BY RESOLUTION:**

NO: \_\_\_\_\_

ADOPTED: \_\_\_\_\_, [201\_\_]

[Copy of Resolution Attached]

**END OF DOCUMENT 00 5101**

## DOCUMENT 00 5201

## AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [201\_\_\_], is by and between [Name of CMR] whose place of business is located at [Address of CMR] (CMR), and the ALAMEDA HEALTH SYSTEM (Owner), a Public Hospital Authority established under the laws of the State of California.

WHEREAS, Owner, by its Resolution No. \_\_\_\_\_ adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_ (a copy of which is attached and made a part of this Agreement), awarded to CMR the following contract:

**Stephens Wing SPC2 Upgrade and Kitchen Relocation, OSHPD Project No. I170009-01-00**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, CMR and Owner agree as follows:

**ARTICLE I. WORK OF THE CONTRACT AND CONTRACT SUM**

## 1.01. Work of the Contract

- A. CMR shall complete all Work specified in the Contract Documents, including without limitation, the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

## 1.02. Contract Sum

- A. Owner shall pay CMR the amounts indicated in paragraphs 1.03 and 1.04 below (together, **Contract Sum**) for completion of Work in accordance with Contract Documents and (as applicable) as set forth in CMR's Proposal (Document 00 4001 [Proposal Price Form]), attached hereto.
- B. The Contract Sum includes all allowances (if any).

## 1.03. Pre-Construction (Phase I) Portion of Contract Sum

- A. Cost Item 1 Owner shall pay CMR for completion of all pre-construction (**Phase I**) services at the hourly rates included in CMR's Proposal for Phase 1 Services, with a not to exceed amount as indicated for Proposal Item 1 (Pre-Construction Services), the not to exceed amount being \$\_\_\_\_\_. Cost Item 1 amount reflects full compensation for all CMR Phase I costs, expenses, fee, profit, general conditions, general requirements, bonds and insurance and overhead, and any other Phase I services and work.

## 1.04. Construction (Phase II) Portion of Contract Sum

- A. After all trade subcontracts have been procured, a Final GMP shall be established as provided in this Document that shall be the sum of Cost Items 1 through 6 herein. The Final GMP shall be treated as the Contract Sum and shall be inclusive of all Work of the Contract Documents.

- B. Construction (Phase II) portion of Contract Sum will be payable paid progressively based upon progressive work, as set forth in the Contract Documents, commencing only following issuance of Document 00 5501-B (Notice to Proceed for Construction).
- C. Owner shall pay CMR for completion of all construction (**Phase II**) work, as total compensation, amounts in Cost Items 2 through 6 described in the Contract Documents (including Section 01 1000 Summary of Work and its appendices) as follows:
1. Cost Item 2. An amount equal to (i) the percentage for CMR Fee identified in CMR's Proposal Form (Proposal Cost Item 2) (**CMR Fee**) multiplied by the sum of Cost Items 3, 4 and 5 below, in full compensation for CMR's construction phase fee and profit.
  2. Cost Item 3. The specified dollar amount in CMR's Proposal Form for CMR General Conditions (**CMR GC's**) in full compensation for CMR's construction phase general conditions and related overhead.
  3. Cost Item 4. The specified dollar amount in CMR's Proposal Form for CMR General Requirements (**CMR GR's**) (Proposal Item 4) in full compensation for CMR's construction phase general requirements, bonds and insurance, and all overhead not otherwise included in Cost Item 3.
  4. Cost Item 5. The aggregate total cost of the work of trades to be bid open book by CMR; actual bid amounts awarded shall be used to determine Final GMP. Determination of this Cost Item based upon trade bids is provided in Article VII below.
  5. Cost Item 6. An amount equal to **five percent** of Cost Item 5 (**Contingency**). Contingency is subject to adjustment as provided herein.
- 1.05. Administration of Cost Item 6, Contingency; Shared Savings.
- A. Contingency (Cost Item 6) amount will be administered by Owner and expended only for "preventable" changes and/or extra costs as defined in this paragraph 1.05, up to but not over the amount of the contingency (and any such costs over the amount of the contingency shall not be reimbursed). CMR accepts the risk of preventable changes and/or extra costs exceeding the contingency.
- B. Preventable changes and extra costs are those that CMR could have prevented by proper performance of its Phase I services under Document 00 5251 (Pre-Construction and CMR Services), such as, for example, and not by way of limitation, constructability and coordination issues or reasonably foreseeable equipment/material replacements and substitutions. CMR may be entitled to charge preventable direct costs of construction (plus overhead and profit markup) to contingency in the same manner as Change Orders under Document 01 2600 (Contract Modification Procedures), by moving such amounts from Contingency (Cost Item 6) to Cost Items 3, 4 and 5, as applicable, including direct costs that were incurred as a consequence of CMR's ordinarily negligent errors and omissions; however, CMR may not charge any costs against Contingency which were incurred due to CMR's gross negligence or intentional misconduct, or any for rework of defective work.



- C. Non-preventable changes and extra costs are those CMR could not have prevented by proper performance of its Phase I services under Document 00 5251, such as, for example, and not by way of limitation, Owner elective changes adding additional scope or changes in legal requirements. Non-preventable Change Orders will not be recognized as a cost under the contingency, but rather, may be recognized as Change Orders that increase the Contract Sum and/or a Cost Item therein.
  - D. Costs may not be charged to contingency, however, if such costs are either (i.) within the scope of work of the plans and specifications on which the proposal was submitted or subcontract packages awarded, or (ii.) included within the scope of Cost Items 1 (Pre-Construction Services), 3 (CMR GC's) or 4 (CMR GR's).
- 1.06. Confirmation of Contract Sum
- A. Following bid/award of all remaining trade subcontracts into the Contract, Owner and CMR shall complete and execute a change order in form of Appendix A (Calculation of CMR's Contract Sum) to this Document 00 5201 to memorialize the Contract Sum as described above.

## ARTICLE II. CONTRACT TIME; COMMENCEMENT AND COMPLETION OF WORK

- 2.01. Phase I – Pre-Construction Phase
- A. CMR shall commence pre-construction (Phase I) services pursuant to Document 00 5251 on the date indicated in Document 00 5501-A (Notice to Proceed for Pre-Construction Services) (**Phase I Commencement Date**).
  - B. CMR shall achieve Substantial Completion of Phase I **Forty-Five (45)** Days from the Phase I Commencement Date, subject to extension only as provided in Document 00 5251.
  - C. Owner reserves the right to modify or alter the Phase I Commencement Date in its sole discretion.
- 2.02. Phase II – Construction Phase
- A. CMR shall commence the construction (Phase II) work on the date indicated in Document 00 5501-B (Notice to Proceed for Construction) (**Phase II Commencement Date**).
  - B. CMR shall achieve Substantial Completion of the entire Work **Three Hundred Sixty Five (365)** Days from the Phase II Commencement Date.
  - C. CMR shall achieve Final Completion of the entire Work **Four Hundred Fifty Five (455)** Days from the Phase II Commencement Date.
- 2.03. General Matters
- A. Conditions to Owner's issuance of Document 00 5501-A (Notice to Proceed for Pre-Construction Services) include all matters described in Document 00 5101 (Notice of Award), and such other matters as Owner may reasonably request.
  - B. Conditions to Owner's issuance of Document 00 5501-B (Notice to Proceed for Construction) include the following, which Owner may waive or modify in its sole discretion:
    - 1. CMR has satisfactorily completed all pre-construction phase services required by Document 00 5251 (Pre-Construction and CMR Services).

2. CMR has awarded all trade subcontracts required to execute the Phase II work of the Contract Documents.
  3. CMR has provided evidence of all insurance, bonds and bond amounts required by Contract Documents for construction.
- C. Owner reserves the right to modify or alter the Phase I Commencement Date or Phase II Commencement Date in its sole discretion.

### ARTICLE III. PROJECT REPRESENTATIVES

#### 3.01. Owner's Project Manager

- A. Owner has designated Jtec as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents.
- B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner, subject only to limits supplied by law and AHS policies regarding dollar amounts of changes requiring approval by AHS' executive management.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative, or change the Project Manager, Construction Manager or other Owner Representative at any time.

3.02. CMR's Project Manager. CMR has designated [\_\_\_\_\_ or other] as its Project Manager to act as CMR's Representative in all matters relating to the Contract Documents.

3.03. **Architect/Engineer.** [Insert name] furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

### ARTICLE IV. TERMS, CONDITIONS AND SCOPE OF LIMITATIONS ON DELAY DAMAGES

#### 4.01. Identification and Limitation on Delay Damages.

- A. Owner and CMR recognize that time is of the essence of this Contract and that both Owner and CMR (including Subcontractors) will suffer financial loss in the form of contract administration expenses (including without limitations extended General Conditions, General Requirements, Fee, lost profit, lost opportunities, consequences to bonding costs for CMR; and disruption, extended project management and consultant expenses, interest expense, and loss of revenues, damages to third parties and costs of substitute facilities for Owner) (collectively, **delay damages**), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents.
- B. Except as otherwise expressly provided in this Document 00 5201 (Agreement), Owner and CMR (including Subcontractors) agree that, because of the nature of the Project, including the pricing and incentive provisions in Contract Documents, neither shall have the right to recover such defined delay damages against the other, other than Owner's liquidated damages for delay, and neither party shall have the right to recover such defined delay damages against the other during the first six months (180 days) of any delay.

- C. Owner's liquidated damages during the first 90 days of the six month delay period attributable to CMR, shall be the nominal amount of \$1,000 per day, increasing to a stepped up nominal amount of \$2,500 per day during the second portion (days 91 to 180) of the initial 180 day period.
  - D. Following the first 180 days of delay due to any party, then the mutual waiver is extinguished starting on day 181. Thereafter, Owner's liquidated damages shall be \$5,000.
- 4.02. **Delays Covered.** This mutual waiver and limit to liquidated damages includes delay damages resulting from delays which in turn result from ordinary, alleged breaches of contract; or errors, omissions, or alleged defects in the design; and force majeure events. Such delays include:
- A. CMR failure to achieve Substantial Completion or Final Completion of any portion of the Work within the times required in the Contract Documents, plus any permitted extensions;
  - B. Owner's failure to respond to any CMR inquiry, submittal or other request in a timely manner;
  - C. Delays caused by any expected construction interruptions, specifically activities of OSHPD, inspections, rejection of work and rework;
  - D. Delays caused by any differing site conditions (including hazardous waste or undisclosed Underground Facility), such as those contemplated in Document 00 7200 (General Conditions);
  - E. Errors or omissions amounting to ordinary negligence, including without limitation CMR negligence in performing its Pre-Construction Services, or errors or omissions in any Drawings or Specifications; and
  - F. Delays resulting from forces and/or causes beyond the reasonable control of Owner, CMR or any Subcontractor, including without limitation force majeure events, Acts of God, disruptions in supply and other unexpected difficulties in the progress of the Work.
- 4.03. **Subcontractor Consent.** Subcontractors must expressly agree to be bound to this Article IV, to the extent of their scope of Work. Under no circumstances may any Subcontractor make a claim against Owner for delay damages suffered by a Subcontractor. To the extent that this Document 00 5201 (Agreement) otherwise expressly entitles Subcontractors to receive delay damages, all Subcontractor claims for delay damages (i) must be prosecuted through CMR as provided in Document 00 7200 (General Conditions) and (ii) are subject to all limitations and waivers otherwise contained in this Document 00 5201 and the other Contract Documents.
- 4.04. **Exclusions.** The foregoing mutual waiver of delay damages excludes the following:
- A. Any damages arising from or relating to personal injury, death, defective work, property damage, or to the extent covered by insurance maintained by Owner, CMR or any Subcontractor.
  - B. Any damages resulting from CMR's or any Subcontractor's failure to maintain the minimum staffing levels required to prosecute the Work with reasonable diligence, defective work or failure to remedy defective work.
  - C. Any damages resulting from any party's gross negligence or intentional misconduct.

- D. Any delay damages otherwise payable under paragraph 4.01 above; provided that under no circumstance shall Owner, CMR or any Subcontractor be paid twice for the same delay damages.
- E. Indemnity or defense obligations under Contract Documents.
- F. Under no circumstances may this mutual waiver be construed to limit liability for any damages covered by insurance maintained by Owner, CMR or any Subcontractor, to the extent of such coverage available and recovered after exercise of reasonable efforts.

#### ARTICLE V. NOT USED

#### ARTICLE VI. CONTRACT DOCUMENTS

- 6.01. The Contract Documents which comprise the entire agreement between Owner and CMR concerning the Work consist of the following documents, including all changes, Addenda, and Modifications thereto as listed on Document 00 0111 Table of Contents:

Document 00 4001	Proposal Price Form
Document 00 4820	Proposer Certifications
Document 00 5201	Agreement
Document 00 5251	Pre-Construction and CMR Services
Document 00 5501-A	Notice to Proceed for Pre-Construction Services
Document 00 5501-B	Notice to Proceed for Construction
Document 00 6113.12	Construction Performance Bond
Document 00 6113.18	Construction Labor and Material Payment Bond
Document 00 6301	Guaranty
Document 00 6530	Agreement and Release of Any and All Claims
Document 00 6600	Substitution Request Form
Document 00 6801	Escrow Agreement for Security Deposit in Lieu of Retention
Document 00 7200	General Conditions
Document 00 7301	Supplementary General Conditions – CMR Items
Document 00 7311	Insurance and Indemnification
Document 00 7321	Requirements for OSHPD Reviewed Projects
Document 00 7315	Naturally Occurring Asbestos <b>[If Applicable]</b>
Document 00 7380	Apprenticeship Program
Document 00 9111	Addenda
Specifications	Divisions 1 through 33, to be developed in conjunction with scope definition work as described in Document 00 5251 Drawings, Tables and Schedules to be completed for bidding, to be developed in conjunction with scope definition work as described in Document 00 5251.

- 6.02. Part of the scope of CMR's Pre-Construction Services work is to perform a survey of the existing conditions, provide pre-construction review of the drawings and specifications prior to construction, process numerous deferred approvals through OSHPD (including but not limited to the seismic bracing, fire alarm system, and nurse call system), coordination of trade packages, development of a Guaranteed Maximum Price for construction, bid of trade packages pursuant to the Public Contract Code requirements, and complete supervision and management of the entire construction process through project completion, as described further in Document 00 5251 (Pre-Construction and CMR Services).
- 6.03. There are no Contract Documents other than those listed above in this Article VI. Document 00 3020 Geotechnical Data and Existing Conditions and Document 00 3124 Hazardous Materials Surveys (if included) and the information supplied through those documents, are not Contract Documents and describe conditions of construction only. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 General Conditions.

#### **ARTICLE VII. TRADE SUBCONTRACTOR BIDDING AND BONDS; FINAL GMP**

- 7.01. After award of this Contract, CMR shall commence performing Services as outlined in Document 00 5251. At the end of performance of the Services outlined in Document 00 5251, CMR shall prepare the packages for bidding or otherwise procuring more than twenty (20) separate trade subcontracts.
- 7.02. The subcontracts shall be bid open book, with Owner having reasonable review and clarification rights regarding scope, terms and conditions, to complete the work of the Contract Documents and guard against prejudice of Owner's rights under the Contract Documents. Subcontracts and subcontractor bidding shall comply with all public contracting requirements applicable to the Alameda Health System, including without limitation, the following requirements:
- A. CMR shall provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of Owner and the Subcontractor and Subletting Fair Practices Act.
  - B. CMR shall provide a fixed date and time on which the subcontracted work will be awarded.
  - C. In any contract between CMR and any trade subcontractor, or any contract between a trade subcontractor and a subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the contract between Owner and CMR. If the CMR provides written notice to any trade subcontractor or subcontractor thereunder that is not a member of the CMR entity, prior to or at the time the bid is requested, that a bond may be required and the subcontractor subsequently is unable or refuses to furnish a bond to the CMR, then the CMR may withhold retention proceeds in excess of the percentage specified in the contract between Owner and CMR from any payment made by the CMR to the trade subcontractor or subcontractor thereunder.
  - D. CMR shall award subcontracts to the low, responsive and responsible trade bidder for each trade package.
- 7.03. CMR's contract value will increase by the amount of each trade subcontract, and at the completion of trade subcontract bidding, the amount of all trade subcontracts (Aggregate Trade Subcontract Cost) will be utilized to establish a Final GMP. The Aggregate Trade Subcontract Cost shall be administered as Cost Item 5.

- 7.04. Subcontracts bid shall encompass a complete buy out of construction Work and the Final GMP calculated at the completion of subcontractor bidding shall be a final GMP for the entire Work of the Contract Documents. CMR shall not include duplicate scope in any Cost Item or trade subcontract and if such is discovered subsequently then CMR shall so notify Owner for calculation and implementation of the appropriate deductive change order for the value of any such duplication.
- 7.05. As a condition to the NTP for Phase 2 and as a material term of this Contract, CMR shall provide a performance bond and a payment bond in the forms provided in the Contract Documents as Document 00 6113.12 (Construction Performance Bond) and Document 00 6113.18 (Construction Labor and Material Payment Bond). Such Bonds shall be in the penal sum of the Final GMP.
- 7.06. Except as otherwise provided in this Article VII or upon written consent of Owner, CMR shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code § 4100 *et seq.*
- 7.07. Owner shall retain the right in its reasonable discretion to bid subcontracts in its name and to assign and novate such subcontracts to CMR, subject to the same terms and conditions herein as CMR-bid subcontractors.

#### **ARTICLE VIII. MISCELLANEOUS**

- 8.01. Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Document 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 8.02. It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.03. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, CMR or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to CMR, without further acknowledgment by the parties.
- 8.04. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. CMR represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CMR shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

8.05. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Alameda, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Alameda.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**CMR: [CMR'S NAME]**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
Title (If Corporation: Chairman, President  
or Vice President)

Its: \_\_\_\_\_  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer)

**OWNER:  
ALAMEDA HEALTH SYSTEM**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Print Name)

APPROVED AS TO FORM AND LEGALITY THIS \_\_ DAY OF \_\_\_\_\_, [201\_\_]

By: \_\_\_\_\_  
Attorney for Owner

RESOLUTION NO. \_\_\_\_\_

**END OF DOCUMENT 00 5201**

Appendix A

**CALCULATION OF CONTRACT SUM**

[See Paragraph 1.06 above]

<u>Cost Item No.</u>	<u>Item</u>	<u>Amount (\$)</u>
1.	Pre-Construction Services	\$ _____
2.	CMR General Conditions	\$ _____
3.	CMR General Requirements	\$ _____
4.	Full bid/award value of all trade subcontracts to be bid open book by CMR*	\$ _____
5.	CMR Fee	\$ _____
6.	Contingency	\$ _____
	<b>CONTRACT SUM**</b>	<b>\$ _____</b>

\* Subject to any Trade Subcontractor adjustments as provided in Article VII above.

\*\* Not to exceed Final GMP.

**END OF APPENDIX A**



Appendix B

**TRADE SUBCONTRACTORS LIST**

<b>Subcontractor Name</b>	<b>Subcontractor Address</b>	<b>License Number</b>	<b>DIR Registration</b>	<b>Scope of Work</b>

Prepared by Owner on \_\_\_\_\_, 20\_\_.

**END OF APPENDIX B**

DOCUMENT 00 5205

**ASSIGNMENT AND NOVATION AGREEMENT**

THIS AGREEMENT is entered this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and among the Alameda Health System (Owner), \_\_\_\_\_ (CMR) and \_\_\_\_\_ (Trade Subcontractor).

WHEREAS, Owner and Trade Subcontractor have entered into a certain agreement for the Stephens Wing SPC2 Upgrade and Kitchen Relocation, [Trade Subcontract for \_\_\_\_\_], dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, which is incorporated herein by reference (Trade Subcontract); and

WHEREAS, prior to the making of the Trade Subcontract, Owner entered into a Construction Contract with CMR, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, which is incorporated herein by reference; and

WHEREAS, Owner, Trade Subcontractor and CMR now desire to permit the assignment of the Trade Subcontract by Owner to CMR and the assumption by CMR of Owner's liability, if any, to Trade Subcontractor thereunder, so as to substitute CMR for Owner and thus cause a novation of Trade Subcontract; and

WHEREAS, the parties hereto desire to make the assignment and novation under this Agreement because, under the terms of the Construction Contract, CMR is obligated to Owner to provide the Work which is the subject of the Trade Subcontract, and the parties desire that Trade Subcontractor become a subcontractor of CMR and that Contractor and Trade Subcontractor release Owner with respect to the Trade Subcontract in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Trade Subcontract and Liabilities: For good and valuable consideration, the receipt of which is hereby acknowledged, stipulated and agreed, Owner hereby grants and assigns to CMR all its rights, title and interest in and to the Trade Subcontract and all liabilities, duties and obligations of Owner arising out of or relating to the Trade Subcontract. Notwithstanding any other provision of this Agreement, Owner retains all of its contractual rights under its contract with CMR concerning Trade Subcontractor's performance under the Trade Subcontract, whether said performance occurs before or after the date of this Agreement.

Dated: \_\_\_\_\_

ALAMEDA HEALTH SYSTEM

By \_\_\_\_\_

2. Assumption of Assignment, Liabilities and Novation: CMR hereby promises to perform the Work of the Trade Subcontract as the Work of CMR. CMR hereby accepts the foregoing assignment, agrees to assume and perform all duties and obligations to be performed by Owner under the Trade Subcontract to the same extent as if CMR had been an original party thereto, agrees to assume all

liabilities, duties and obligations of Owner arising out of or relating to the Trade Subcontract, and agrees to the fullest extent permitted by law to release, defend, indemnify and hold Owner harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever relating to the Trade Subcontract arising out of or with respect to the performance or non-performance of Owner's duties and obligations.

Dated: \_\_\_\_\_

[CMR]

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

3. The undersigned payment bond surety and performance bond surety of CMR hereby consents to this Agreement and grants Trade Subcontractor and Owner all rights, benefits and privileges under its bonds issued with CMR as otherwise afforded as if Trade Subcontractor were an original subcontractor to CMR from inception. The undersigned payment bond surety and performance bond surety further agrees to increase the penal sum of each of its bonds by the amount of Trade Subcontractor's contract price as provided in the Construction Contract.

Dated: \_\_\_\_\_

[Insert CMR's Surety Name]:

By \_\_\_\_\_

Title \_\_\_\_\_

4. Consent to Assignment, Assumption and Novation: Trade Subcontractor hereby consents to the foregoing assignment by Owner to CMR of the Trade Subcontract and Owner's liabilities, duties and obligations thereunder and to CMR's assumption of the same, agrees to look solely to CMR for the proper performance of the Trade Subcontract, agrees to and does release Owner from any and all claims, demands, actions, causes of action, suit, proceeding, damages, liabilities and costs and expenses of every kind and nature whatsoever arising out of or relating to the Trade Subcontract, except with respect to any rights as a stop notice claimant pursuant to California Civil Code section 2179, et seq., and agrees that the assignment and assumption under this Agreement shall be effective as a substitution of parties and shall constitute a novation pursuant to California Civil Code section 1531 and shall be final except as provided in section 1533.

Dated: \_\_\_\_\_

[Insert Trade Subcontractor Name]

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

END OF DOCUMENT 00 5205

## DOCUMENT 00 5251

## PRE-CONSTRUCTION AND CMR SERVICES

## ARTICLE I. INTRODUCTION AND SUMMARY

- 1.01. Construction Manager at Risk (CMR) shall provide Owner with professional pre-construction, trade-contractor bidding, construction management and general contractor services on the Project (Services). The Project shall proceed in two Phases, a Preconstruction Phase (Phase I) and a Construction Phase (Phase II). This Document 00 5251 defines the Services for the Preconstruction Phase (Phase 1).
- 1.02. During the Preconstruction Phase CMR performs a range of Construction Manager (CM) services described in this Document 00 5251, working collaboratively with the Owner and its representatives, Architect/Engineer and other Project team members. Upon completion of the Preconstruction Phase, including procurement of trade Subcontracts, CMR becomes the Project General Contractor (GC) during the Construction Phase.
- 1.03. In performing Construction Manager services during the Preconstruction Phase, including without limitation preparing the Project for the Construction Phase, CMR shall assume a professional role as an experienced California hospital construction contractor (OSHPD 1 construction) holding a California Class B contractor's license; in recommending improvements in Contract Documents to better achieve Project objectives of controlling time and cost, enhancing quality and minimizing risk. In performing such services affecting Project cost, CMR shall act in the highest good faith in making recommendations affecting cost and implementing them as Owner approves.
- 1.04. In general, during Preconstruction Phase, CMR shall:
  - A. Work diligently, proactively and cooperatively with Owner and the design team, to provide constructability review, value engineering, bidding services, scheduling, estimating, phasing plan, logistic plan, infection control plan, interim life safety measures (ILSM), signage plan, shutdown plan, method of procedure plan, and other services, to permit establishment of a final guaranteed maximum price (Final GMP).
  - B. Work diligently, proactively to competitively bid or otherwise procure the contracts for the trades on the Project.
  - C. Perform estimating services for each of the trade-work bid packages and for the entire Project.
  - D. Additionally, if requested by Owner, work with Owner to identify any major trade subcontracts warranting use of a process that prequalifies potential bidders, and that also may involve, if requested by Owner, contract awards based on a competitive best-value analysis.
- 1.05. Preconstruction Phase will conclude upon fixing the Final GMP, execution of a change order documenting same and issuance of Notice to Proceed for Construction. Because of Contractor's Preconstruction Services, there will be a limited change-order right for "preventable" costs that could have been avoided by proper performance of the CMR's Preconstruction Phase services as set forth in more detail in Document 00 5201 (Agreement). CMR shall be at risk for preventable costs above the contingencies.

**ARTICLE II. PHASE 1 SERVICES: SCOPE DEFINITION**

2.01. The Project scope is as follows:

- A. **Occupational Therapy Relocation.** Relocation of approximately 1,240 square foot Occupational Therapy department from the first to the second floor into a vacated nursing unit. The program includes a new Occupational Therapy workroom, a staff breakroom and sink in a speech office. ADA upgrades will require work in a staff toilet room down the hall, a patient toilet and another staff toilet adjacent to staff conference room.
- B. **EVS-Linen Relocation Project.** Remodel of existing Occupational Therapy room (approximately 1,500 square feet) with new flooring, ceiling, two bathrooms, and an office. The program also includes a new fan coil unit, ductwork, and exhaust fan on an existing roof of the vending room. The vending room will be converted into soiled linen storage. Construction will require coordination with nursing staff on floor above before doing any attachments to structure above and before creating noise or vibration. Some accommodation for noise or flexibility in work schedule will be required.
- C. **Increment #1: Seismic Upgrade of Stephens Wing building to achieve an SPC2 rating.** This approximately 7,800 square foot scope requires removal of an existing concrete slab to perform chemical grout injections, removal of walls and related infrastructure (e.g., conduits, ducts, pipes) and temporary support of electrical panels that are to remain, new concrete shear wall infill in designated walls, removal of an existing bridge and relocation of conduits underground, and installation of exterior windows, waterproofing and painting. Construction will require coordination with nursing staff on floor above before doing any attachments to structure above and before creating noise or vibration. Some accommodation for noise or flexibility in work schedule will be required.
- D. **Increment #2: Kitchen Relocation.** This approximately 7,800 square foot scope includes preparation of existing and new below-slab plumbing for the installation of a new slab (including pipe replacement), scan existing ceiling for BIM coordination in preparation of mechanical shop drawings (careful coordination of above-ceiling infrastructure is critical as the floor-to-floor dimension is minimal), new construction for the kitchen, dining and associated spaces, new ductwork within an existing shaft to the roof, new chiller and exhaust fans on the roof, demolition and piping from the existing penthouse above the West Wing, upgrade of existing ductwork and piping to NPC4 where encountered, new doctor sleep room and shower, and new ADA accessible toilets on the second floor. Construction will require coordination with nursing staff on floor above before doing any attachments to structure above and before creating noise or vibration. Some accommodation for noise or flexibility in work schedule will be required.
- E. Pursuant to SB90, the project must be completed by no later than December 21, 2020. Time is therefore of the essence in all phases of the work, with an emphasis on careful planning and execution of the work.

2.02. The project requires demolition and construction within a functional and fully operating hospital campus. The CMR will be required to perform a survey of the existing conditions, provide pre-construction review of the drawings and specifications prior to construction, process numerous deferred approvals through OSHPD (including but not limited to the seismic bracing, fire alarm system, and nurse call system), coordination of trade packages, development of a Guaranteed

Maximum Price for construction, bidding of trade packages pursuant to the Public Contract Code requirements, and complete supervision and management of the entire construction process through project completion

- 2.03. CMR will conduct Scope Definition and Clarification Workshops with Project Manager, Estimator, MEP Coordinator, Construction Manager, Architect and design team, and Owner representatives, of 100 hours or more allocated pursuant to CMR's judgment, in order to verify the scope identified by Owner in the drawings prepared for the project, including but not limited to the Architectural, Structural, Mechanical, and Electrical drawing sets reviewed and approved by OSHPD on March 22, 2016. The drawings and specifications contain many deferred approvals (as defined in the California Administrative Code). CMR will be required to develop a plan and schedule to process deferred approvals to minimize delays to construction.

### **ARTICLE III. PHASE 1 SERVICES: PROJECT MANAGEMENT PLAN**

- 3.01. During Preconstruction Phase, CMR shall gather information and develop a project management plan. Meet with Owner and its Project Team including Owner representatives, and Architect/Engineer to identify information, goals and constraints. Develop a Project strategy and proposed project management plan to meet the project goals, working around constraints. Review the proposed plan with the Owner and its representatives and based on their feedback, finalize the plan.
- 3.02. The Project Management Plan shall include, at a minimum, the following elements:
- A. Master Schedule to include Trade Subcontractor Bidding/Procurement (including reasonable allowances for bid protests), important Owner milestones, timing for Preconstruction Phase and Construction Phase, other contracts to be incorporated into the Project, and other Project-related items as requested by Owner. CMR shall provide initial Master Schedule to Owner within 30-days of Preconstruction Phase commencement.
  - B. CMR Staffing Plan. CMR will provide for itself a Staffing Plan applicable to both Preconstruction Phase and Construction Phase, as provided in Document 00 4514 (Proposed Project Plan, Proposed Staffing Plan, and Proposed Safety Plan).
  - C. Additional Consultants or Information Required. CMR shall provide input and make recommendations to Owner for the engagement of other consultants or securing of additional information by Owner as required for efficient and successful completion of the Project. If requested, CMR shall engage such consultants or secure such data on behalf of Owner following Owner procedures; and shall support Owner in negotiating fees and preparing and processing agreements as required. These consultants, upon approval by Owner, may be retained by Owner or CMR by amendment to the Agreement.
  - D. Public Relations Activities. CMR will assist Owner in all public relations including, but not limited to, preparation of Project information and administering internal and public meetings as required, including site meetings and meetings with City, civic, and regulatory agencies. Designated Owner representatives shall be the point of public contact during all phases of Work in regards to any complaints, questions, safety issues, noise problems, dust problems, and such except for such specific areas Owner representative delegates to CMR.
  - E. Regulatory Approvals. CMR will assist Owner in monitoring and processing all regulatory approvals required for Project development and construction, including without limitation

the City, Fire Marshal, Fire and Life Safety Officer, OSHPD, and any other Jurisdiction Having Authority.

- F. Mobilization Plan. CMR will prepare, and with Owner's approval implement, the Project mobilization plan, including acquisition and installation of all required trailers and other on-Site facilities.

#### **ARTICLE IV. PHASE 1 SERVICES: PROJECT REPORTING AND MEETINGS**

- 4.01. CMR shall attend regular meetings, regularly scheduled, special meetings and all meetings required by Document 01 3100 and provide input.
- 4.02. CMR shall report to and receive instructions from Owner. CMR shall keep Owner's responsible Project personnel, as designated from time to time, advised and informed on Project status and issues. CMR shall immediately report to Owner any conflicting instructions received from Owner representatives. All CMR field personnel assigned to the Project shall have cellular telephones sufficient to permit 24 hour a day access for response to emergency situations that may arise.

#### **ARTICLE V. PHASE 1 SERVICES: REVIEW PLANS AND SPECIFICATIONS AND SITE CONDITIONS**

- 5.01. During Preconstruction Phase, CMR shall provide technical assistance and advice in reviewing the Project Plans and Specifications for constructability and coordination. The review process will include a site verification to see that existing conditions are correctly addressed in the Plans and Specifications. The constructability review shall evaluate actual obstructions or difficulties building the designs as shown, design coordination, dimensions, interferences, conflicts, OSHPD compliance (from the standpoint of an experienced OSHPD contractor), any coordination issues apparent, and also design details or requirements that, in CMR's opinion, are unnecessarily costly or subject to achievement in different, better and/or less expensive ways. The review will also evaluate whether alternate materials, methods or systems should be considered and will aim to eliminate or minimize interferences, conflicts, unnecessary expense and potential omission or overlap of work between trades and avoid the need for clarifications or changes during Construction Phase, to improve the function of the Project and to save time and cost. CMR shall provide a written list of suggested improvements to Plans and Specifications to Project team and monitor later documents to see that agreed on changes are incorporated into the Plans and Specifications before trade bidding. Finally, CMR shall verify completeness of all Construction Documents and ensure that Subcontractor bid packages include a complete scope of the entire Work of Project.
- 5.02. CMR's constructability review regarding OSHPD requirements shall extend to matters of constructability that are within the scope and experience of an experienced California hospital construction contractor (OSHPD 1 construction) holding a California Class B contractor's license; it shall not extend to matters solely within the expertise of a licensed hospital design professional.
- 5.03. Also during Preconstruction Phase, CMR shall conduct a comprehensive review of Project site conditions and contiguous site conditions, sufficient to successfully perform all aspects of the Work, including, without limitation:
  - A. Site logistics, site access restrictions or requirements, traffic, noise restrictions, hourly work restrictions, requirements of public and/or private authorities with jurisdiction, and any other restriction or consideration that may affect Contractor's Work.

- B. Existing conditions information provided by Owner including, but not limited to, review and study of all available as-built information, geotechnical reports, engineering studies, previous contracts, measurements, surveys, documents and materials described and/or provided in Document 00 3020, and any other item required by Document 00 5201 (Agreement) Article VI.
  - C. Correlating its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents. CMR will give Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions, and notify Project Manager of any written resolution thereof by Project Manager which is not acceptable to CMR.
  - D. Any other investigations deemed necessary by CMR to fully acquaint itself with existing conditions for purposes of Work.
  - E. Based on the foregoing, CMR shall recommend any further site investigations (e.g. subsurface soundings or potholing), make written recommendations to address all observable site conditions, and advise Owner of methods of Trade Subcontractor bidding to address unique site conditions such as unclear or indefinite scope that pose a risk of added change order costs. (These could include, without limitation, including an estimated quantity for indefinite work scope [e.g. unusable soil removal] that Trade Subcontractors are to include in their bids at unit price rates, with final cost to be based on the actual quantity at the unit rate bid.) Such recommendations should minimize the incentive for Trade Subcontracts to bid anticipating open ended add change orders for indefinite quantity work.
  - F. CMR shall also indicate any additional information it requires in assessing existing conditions. Owner and CMR shall work collaboratively to secure any further, additional information which CMR reasonably requires.
- 5.04. CMR shall provide comments on sequencing of construction, phasing, means and methods, duration of construction of various building methods.
- 5.05. Also, during Preconstruction Phase CMR shall review the Project Plans and Specifications for value engineering opportunities to save cost or time. Value engineering means the least cost way to achieve a function in the project design. During the review of Plans and Specifications, CMR shall list suggestions for cost savings or value engineering. CMR shall discuss these with the Project team, reach agreement on those to be adopted and see that they are incorporated in later Plans and Specifications.
- 5.06. CMR shall evaluate and advise Owner regarding opportunities to improve Project maintainability and sustainability and reduce lifecycle costs and energy use throughout the expected Project life.
- 5.07. CMR shall suggest ways to bring Subcontractors not yet procured into the Preconstruction Phase including their participation in constructability reviews within their respective scopes of work, subject to management and coordination by CMR. Such recommendations may include early bidding of specific trades and shall address Owner's legal competitive bidding requirements and need to minimize the risk of making financial commitments commensurate with a reasonable level of cost certainty.



- 5.08. Owner may or may not approve any changes to Contract Documents proposed by CMR in connection with its constructability review, value engineering or life-cycle cost analysis, in its sole discretion.
- 5.09. For any of the foregoing changes which are not incorporated into the Plans and Specifications, CMR shall notify the Project team in writing and take appropriate actions to resolve any comments the CMR believes should be incorporated or otherwise addressed.
- 5.10. CMR shall incorporate estimate and other information described in Article VII below in Services performed under this Article V.

#### **ARTICLE VI. BUILDING INFORMATION MODELING (BIM) (NOT USED)**

#### **ARTICLE VII. COST ESTIMATES AND BREAKDOWN**

- 7.01. Promptly following issuance of the Notice to Proceed for Pre-Construction, CMR shall provide a detailed Project cost breakdown, including (i) estimated cost of construction by all Trade Subcontractors, both in the aggregate (Cost Item 5) and for each anticipated Trade Subcontract separately, and (ii) all other CMR Cost Items, for the purpose of establishing whether Project cost, including all elements of the anticipated Contract Sum (see Document 00 5201 Agreement), is less than the Initial GMP identified in Document 00 5201. CMR shall completely update this estimate at least once at 75% completion of its Phase I Services.
- 7.02. CMR shall conduct market survey and research to test the accuracy of its estimates. CMR acknowledges Owner's special termination for convenience rights if estimates exceed Owner's approved budgets.
- 7.03. During Preconstruction Phase, CMR shall continuously review and revise its estimates and breakdown in light of the above market and survey information, the results of constructability and value engineering Services under Article IV, and all other reasonably available information. CMR shall continue such efforts during Construction Phase, including at each major project milestone through construction completion.

#### **ARTICLE VIII. PHASE 1 SERVICES: SCHEDULING, PHASING AND WORK SEQUENCING**

- 8.01. In addition to CMR's other scheduling obligations under Contract Documents (e.g., Document 01 3200 Construction Progress Documentation), CMR shall work with Owner's Project team to create a schedule and plan to address timing and coordination of different phases of construction, potential early release of certain Trade Subcontractor packages, CMR Work and storage areas, traffic control, access, parking, utility outages, delivery and (if applicable) installation of furniture, fixtures and equipment by separate Owner contractors and vendors, and other elements. CMR shall submit the schedule and plan for Owner approval.
- 8.02. Permits and Approvals. CMR will assist Securing of Necessary Permits and Approvals – Verification and Assistance
  - A. Information. CMR will assist Owner in providing necessary information to Office of Statewide Health Planning and Development (OSHPD) and other regulatory and permitting agencies as Owner may request.
  - B. Permits. CMR shall perform necessary research, investigations and inquiry to determine and verify that Owner, CMR, and any other Project participants have applied for and

secured all building permits, special permits, and approvals necessary for CMR to perform its Work.

- C. Statutory Approvals. CMR shall assist Owner in obtaining statutory approvals or local approvals, for example, OSHPD, Department of Health Care Services, and City, Fire Marshal, Fire and Life Safety Officer, and any other Jurisdiction Having Authority.
- D. Construction Phase Staffing All CMR Construction Phase staff shall be mobilized and assigned to the Project in accordance with the Construction Staffing Plan approved by Owner during Preconstruction Phase.

#### **ARTICLE IX. PHASE 1 SERVICES: BID PACKAGING AND BID MANAGEMENT**

- 9.01. CMR shall develop a strategy for packaging the Project's construction Work into separate bid/procurement packages for each Trade Subcontract in full compliance with the Contract Documents and all applicable laws, including without limitation the Subcontractor Listing Law and other applicable portions of the Public Contract Code. (CMR will provide to Owner, within two weeks of Preconstruction Phase commencement, a listing of all anticipated Trade Subcontractor bid packages.)
- 9.02. Following Owner approval, CMR shall then carry out this packaging, working with the Architect/Engineer to compile the necessary Plans and Specifications to receive separate bids for all elements of the Work while retaining a fully coordinated Project. Without limiting the foregoing, CMR shall work with Owner to obtain all (if any) required pre-approvals of Trade Subcontractor packages and estimates from any authority having jurisdiction.
- 9.03. CMR shall solicit interest from potential Trade Subcontractor bidders before and after developing the bid packaging. CMR shall incorporate this market feedback into the bid packaging strategy and estimates in Article V above. CMR shall also take the necessary procedures to administer or assist Owner in administering any prequalification of potential Trade Subcontractors as directed by Owner. CMR shall make recommendations for actions designed to minimize adverse effects of labor shortages. CMR shall continue to solicit interest from qualified Trade Subcontractors.
- 9.04. CMR shall arrange for advertising of all Trade Subcontractor bid packages. Without limiting the foregoing, if and to the extent requested by Owner, CMR shall:
  - A. Prepare bidding documents, agreement, and other contract documents for each Trade Subcontract, based on Owner-provided forms to the extent requested, consistent with Contract Documents, Project schedule, and legal requirements. No such item shall be a Contract Document for this CMR-Owner Contract, nor shall any such item limit or excuse any obligation contained in the CMR Contract Documents, including without limitation the obligations of this paragraph. Any changes to any Owner-provided form which would have any effect before assignment and novation of the applicable Trade Subcontract to CMR are subject to Owner's approval in its sole discretion. However, no Owner-provided form, Owner-requested changes or Owner approval shall in any way diminish CMR's obligations under the Contract Documents.
  - B. Prepare complete contract documents for each Trade Subcontract, which, in addition to the items identified in paragraph A. above, include a flow-down of all items required by CMR's Contract Documents to the extent of the Trade Contractor's scope of work.

- C. The scope of the contract documents for each Trade Subcontractor shall be the same as the scope for the bid packages as identified in the Scope Definition and Clarification Workshops. CMR shall notify Owner in writing and prior to any bidding of any changes, revisions, or deletions to Trade Subcontractor bid packages from the scope agreed upon in the Scope Definition and Clarification Workshops, and of any constructability issues discovered subsequent to the Scope Definition and Clarification Workshops. All such changes in scope identified prior to bidding and approved by Owner shall be included in the Trade Subcontractor bid packages. All other changes in scope shall be cost reimbursable but all other expenses, general conditions, general requirements or mark-up will be deducted from CMR's contingency.
- 9.05. CMR shall arrange for advertising of all Trade Subcontractor bid packages in compliance with the Subcontractor Listing Law and otherwise applicable public contracting laws, conduct pre-bid conferences and receiving and awarding Trade Subcontractor bids. Without limiting the foregoing, CMR shall:
- A. Distribute bidding and contract documents to prospective bidders;
  - B. Attend pre-bid meetings and site visits, and respond to bidder inquiries;
  - C. Prepare addenda and distribute them to bidders;
  - D. Compile bids (taking into account any Owner-specified bid preferences) and prepare recommendations for award;
  - E. Prepare and distribute notices of intent to award and notices of award after owner concurrence;
  - F. Prepare final contract documents and transmittals for Trade Subcontractor and Owner execution;
  - G. Prepare and distribute notices to proceed.
- 9.06. CMR shall conduct its Preconstruction Phase Services to facilitate the uninterrupted bidding of the trade subcontracts necessary for the Project. CMR will develop and expedite bidding procedures for bid document issuance, bid tracking, and receipt of bids with regard to each of the subcontracts.
- 9.07. CMR shall be fully responsible for flowing down (i) to each Trade Subcontractor all terms, conditions and requirements of CMR's Contract Documents which are applicable to the Trade Subcontractor's portion of the Project, and (ii) to all Trade Subcontractors collectively all Work of CMR's Contract Documents, excluding only the scope of CMR's specific Cost Items 1, 2, 3 and 4. These flow-down items include, without limitation:
- A. Insurance and bonding requirements.
  - B. Indemnity, defense and hold harmless requirements.
  - C. Warranties and guarantees relating to the Work.
  - D. Consequences of delay and defective work.
  - E. All labor, and small and local business requirements, including without limitations all requirements relating to prevailing wages and any project labor agreement.
  - F. All LEED certification requirements.

- G. Teamwork and collaboration requirements.
- H. OSHPD and regulatory agency compliance.

**ARTICLE X. NOT USED.**

**ARTICLE XI. PHASE 2 SERVICES: DELINEATION OF CMR'S PHASE 2 CONSTRUCTION RESPONSIBILITIES**

- 11.01. Following the award of the Trade Subcontracts, CMR shall become a general contractor for the Project working under a fixed price for the scope of work under the Contract, responsible for construction and quality control, as well as project management services. CMR shall issue a written notice to Owner five business days prior to the start of construction for each Trade Subcontractor package. CMR shall require Trade Subcontractors to comply with all applicable provisions of the Contract Documents, and strictly enforce the prime contract terms incorporated into each Trade Subcontract, including, but not limited to, cost record terms, and claims notice and documentation terms.

**END OF DOCUMENT 00 5251**

DOCUMENT 00 5501-A

NOTICE TO PROCEED FOR PRE-CONSTRUCTION (PHASE I)

Dated: \_\_\_\_\_, 20\_\_

To: \_\_\_\_\_  
(CMR)

Address: \_\_\_\_\_  
\_\_\_\_\_

CONTRACT FOR: Stephens Wing SPC2 Upgrade and Kitchen Relocation

You are notified that Contract Time for pre-construction phase services under the above Contract will commence to run on \_\_\_\_\_ [201\_\_]. On that date, you are to start performing your pre-construction phase services obligations under the Contract Documents. In accordance with Article II of Document 00 5201 (Agreement), the date of Substantial Completion of the pre-construction phase services is \_\_\_\_\_, [201\_\_].

Before you may start any of the pre-construction phase services, you must:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_ [for consideration]

ALAMEDA HEALTH SYSTEM

By : \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

END OF DOCUMENT 00 5501-A