

University of Massachusetts Building Authority
Project #UMBA 08 W2
University of Massachusetts Medical School
Co-Generation Power Plant Expansion Project

ADDENDUM No. 1

The following questions were submitted by the deadline stated in the Request for Proposals for Construction Management at Risk Services for the Co-Generation Power Plant Expansion Project, 5:00 pm on February 4, 2009. Responses to the questions are provided below.

Question #1: Is the Construction Manager required to have a State (DCAM) certification in order to propose on this project?

Response: No.

Question #2: The first attachment after Section 5 is entitled “Fee Proposal Form for Construction Phase Services”, but at the bottom of the page it says “END OF PROPOSAL FORM FOR PRE-CONSTRUCTION SERVICES”. The form includes spaces for pre-construction and construction activities. Please confirm if this form is for pre-construction services and if so clarify if any preconstruction staff activities are required for Construction, Commissioning and Startup, and Punch list and Close-out.

Response: This form was intended to be utilized for Pre-Construction Services. The revised form is attached.

Question #3: Would it be possible to obtain the bid forms in MS Word or Excel electronically?

Response: No

Question #4: Who is purchasing the major pieces of equipment and is the cost of the equipment included in the \$30M budget.

Response: The Construction Manager is purchasing the equipment. The cost is included in the budget.

Question #5: Will the Commissioning Agent be working for the Owner/Engineer.

Response: The Commissioning Agent will be working for the Authority.

Question #6: What software format will the BIM modeling system utilize? Will it be made available for the construction team’s use? What systems/architecture will be modeled in 3D and is modeling of the existing building a part of this scope?

Response: At this time, the owner is working with the designer to determine the best modeling software for this project. The construction team will be provided with the modeling data for their use. The CM will be required to use the modeling software selected by the Owner.

Question #7: Please describe the location of 1,500 sf administration addition & 15,000 sf plant expansion in relation to the existing plant for logistical planning purposes.

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Response: It is anticipated that the administration space addition will be located on the north side of the building on the second and third floors. The plant expansion will be located on the south side of the existing power plant.

Question #8: Has any of the long lead equipment been purchased?

Response: No.

Question #9: Will any of the new expansion have a basement or tunnel as a part of the scope? Is there any underground utility distribution work on the campus as a part of the scope of the project?

Response: To be determined.

Question #10: Please confirm the scope of work for the preconstruction phase of the project including the number of estimates at what point they will be required and any other scope expectations including constructability reviews to insure adequate coverage by all firms.

Response: Please refer to the Contract included as part of the RFP.

Question #11: If a third party organization is utilized for the Quality Control Program, is this considered a cost of work or is this to be included within the line entitled construction manager's percentage fee on the fee proposal form for construction phase services form?

Response: Whether a firm utilizes a third party or its own forces, the cost of this service should be included as a direct construction cost.

Question #12: The RFP mentions that the BIM plan (deliverable 4.7, Item C) shall be in conformance with BIM Addendum, ConsensusDocs 301. Please provide a copy of this documentation.

Response: The BIM Addendum, ConsensusDocs 301 is attached.

Question #13: Are existing underground utility as-built drawings available to proposing CM firms?

Response: No. Utility drawings will be made available to the selected CM firm once they are compiled.

Question #14: Would it be possible to schedule an additional walk-through or tour of the facility for proposing CM firms and their potential consultants?

Response: No.

Question #15: Is there a chart/outage schedule available to proposing CM firms that describes planned outages within the construction time frame?

Response: No.

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Question #16: Does the Owner have a preliminary schedule available for the entire project?

Response: The Project needs to be completed by the Spring of 2011 or earlier.

Question #17: Does the Owner have a preliminary scope of work and estimate available for review.

Response: Please refer to the RFP & attachments for the scope of work. The estimate is not available for public use at this time.

Question #18: Is there anyway to receive updates as to what CM company is selected for this project so that we could contact them for consideration of the Commissioning scope?

Response: The RFP for Commissioning Services will be advertised independently by the Owner.

END OF QUESTIONS

OCIP (Section 2.9): No additional information is available at this time regarding the OCIP program. Based on the information already provided in the RFP, Construction Managers responding to this RFP shall provide an itemized list of all Contractor-supplied insurance and the associated dollar value for each Contractor-supplied insurance coverage.

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ADDENDUM No. 1

UNIVERSITY OF MASSACHUSETTS BUILDING AUTHORITY

**CO-GENERATION POWER PLANT EXPANSION
University of Massachusetts Medical School, Worcester, MA
UMBA Project No. 08-W02**

FEE PROPOSAL FORM for PRE-CONSTRUCTION PHASE SERVICES

Name of Proposing Firm: _____

Business Address: _____

City, State & Zip Code: _____

Name & Title of person signing _____

Fee Proposal Form: _____

This Proposal is based upon the RFP dated January 21, 2009 and Addenda Nos. _____.

Staffing Plan Man-hours (add columns as necessary)

Team Member				
Team Title				
Salary Rate/Hour				
Programming				
Schematic Design				
Design Development				
Construction Documents				
Preparation and Solicitation of Subcontractor Bids				

Name of Proposing Firm _____

By: _____

Hereunto Duly Authorized

-- END OF FEE PROPOSAL FORM --

END OF ADDENDUM No. 1



CONSENSUSDOCS 301 BUILDING INFORMATION MODELING (BIM) ADDENDUM

This document was developed through a collaborative effort of entities representing a wide cross-section of the construction industry. The organizations endorsing this document believe it represents a fair and reasonable consensus among the collaborating parties of allocation of risk and responsibilities in an effort to appropriately balance the critical interests and concerns of all project participants.

These endorsing organizations recognize and understand that users of this document must review and adapt this document to meet their particular needs, the specific requirements of the project, and applicable laws. Users are encouraged to consult legal, insurance and surety advisors before modifying or completing this document. Further information on this document and the perspectives of endorsing organizations is available in the ConsensusDOCS Guidebook.

GENERAL PRINCIPLES

- 1.1 This Addendum does not effectuate or require a restructuring of contractual relationships or shifting of risks between or among the Project Participants other than as specifically required per the Addendum and its Attachments.
- 1.2 This Addendum is not intended to create privity of contract among any Project Participants beyond that which otherwise exists at law or by the terms of the Governing Contract.

1.3 Each Party to the Governing Contract shall append or incorporate, and shall cause each Project Participant with which it is in privity to append or incorporate, this identical Addendum in all contracts for which any other Project Participants are to perform obligations to be modeled. All such contracts shall contain flow-down provisions requiring that the provisions of this Addendum be passed downstream to subconsultants and subcontractors, as applicable.

1.4 Nothing in this Addendum shall relieve the Architect/Engineer from its obligation, nor diminish the role of the Architect/Engineer, as the person responsible for and in charge of the design of the Project.

1.5 Nothing in this Addendum shall diminish the extent to which, under applicable law, the Owner warrants to any Party the adequacy and/or sufficiency of the design.

1.6 Participation of the Contractor or its subcontractors and suppliers in Contributions to a Model shall not constitute the performance of design services.

1.7 Unless otherwise agreed in the BIM Execution Plan, a Design Model is not intended to provide the level of detail needed in order to extract precise material or object quantities.

1.8 In the event of a conflict between the contents of a Design Model and any other Model, the Design Model shall take precedence.

1.9 If any Project Participant becomes aware of a discrepancy between a Model and either another Model or another Contract Document, such Project Participant shall promptly notify the other Party or Parties to that Project Participant's Governing Contract and the Information Manager (IM).

1.10 Unless otherwise agreed in the BIM Execution Plan, the dimensional tolerances provided by the Contract Documents in the Governing Contract shall apply to dimensions in a Model.

1.11 In the event of an inconsistency between this Addendum and the Governing Contract, this Addendum shall take precedence.

2. DEFINITIONS

2.1 Affiliated Contract means any contract relating to the Project to which an identical Addendum is attached and in which that identical Addendum is incorporated, other than the Governing Contract.

2.2 Construction Model means a Model that (a) consists of those aspects of the Project that are to be modeled as specified in the BIM Execution Plan prepared pursuant to this Addendum; (b) utilizes data imported from a Design Model or, if none, from a designer's Construction Documents; and (c) contains the equivalent of shop drawings and other information useful for construction.

2.3 Contract Documents, as defined in the Governing Contract, is modified to include all Design Models, unless otherwise specified in the BIM Execution Plan.

2.4 Contribution means the expression, design, data or information that a Project Participant (a) creates or prepares, and (b) incorporates, distributes, transmits, communicates or otherwise shares with other Project Participant(s) for use in or in connection with a Model for the Project.

2.5 Contributor means a Project Participant who makes a Contribution.

2.6 Design Model means a Model of those aspects of the Project that (a) are to be modeled as specified in the BIM Execution Plan prepared pursuant to this Addendum and (b) have reached the stage of completion that would customarily be expressed by an Architect/Engineer in two-dimensional Construction Documents. This shall not include Models such as analytical evaluations, preliminary designs, studies, or renderings. A Model prepared by an Architect/Engineer that has not reached the stage of completion

specified in this definition is referred to as a Model.

2.7 Drawings means (a) those two-dimensional plans, sketches or other drawings that are Contract Documents under the Governing Contract and are created separately from, and are not derived from, a Model and (b) those two-dimensional projections derived from a Model supplemented with independent graphics and annotations specified by the Parties to be Contract Documents.

2.8 Federated Model means a Model consisting of linked but distinct component Models, drawings derived from the Models, texts, and other data sources that do not lose their identity or integrity by being so linked, so that a change to one component Model in a Federated Model does not create a change in another component Model in that Federated Model.

2.9 Full Design Model means a Model consisting of coordinated structural, architectural, MEP and other Design Models designated in the BIM Execution Plan to be produced by the design team.

2.10 Governing Contract means the agreement to which this Addendum is attached and in which it is incorporated, but excludes an Affiliated Contract.

2.11 Information Management means measures that protect and defend information and information systems with respect to their availability, integrity, authentication, confidentiality, and nonrepudiation. These measures include providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.

2.12 Information Manager or IM means one or more individuals responsible for the BIM's Information Management program.

2.13 MEP means mechanical, electrical and plumbing.

2.14 Model means a three-dimensional representation in electronic format of building elements representing solid objects with true-to-scale spatial relationships and dimensions. A Model may include additional information or data.

2.15 Project Model means a Model consisting of the federation of a Full Design Model and one or more Construction Models designated in the BIM Execution Plan to be produced by Project Participants.

2.16 Project Participant shall be, and Project Participants shall include, each Party to the Governing Contract and each Party to an Affiliated Contract.

3. INFORMATION MANAGEMENT

3.1 The Owner or its designated representative shall appoint one or more Information Manager(s) for the Project. Unless otherwise agreed upon in the BIM Execution Plan, all compensation and related costs for the Information Manager(s) shall be paid by the Owner. The Project Participant whose box is checked as indicated below shall serve as IM until replaced. The Owner may replace the IM at its own discretion.

Architect/Engineer

Contractor/Construction Manager

Other _____ (specify).

3.2 The role and responsibility of the IM with respect to a Federated Model for the Project, including the Project Model, shall be to perform or procure from a third party acceptable to the Owner the following functions (exclude any functions that do not apply):

3.2.1 Create, delete, modify and maintain user accounts;

- 3.2.2 Assign, delete and modify access rights to users;
- 3.2.3 Apply access controls to users so that only authorized users of the Model can access only the data they are authorized to access;
- 3.2.4 If appropriate, establish and maintain encryption-at-rest measures and encryption-during-transmissions measures;
- 3.2.5 Record, at a minimum, the following information about each data entry by Model users in the Federated Model (including downloading of Models to the Federated Model):
 - (a) User name;
 - (b) User role;
 - (c) Contact information;
 - (d) Date/time entered;
 - (e) Any additional information required to be recorded for each data entry as set forth in the BIM Execution Plan;
- 3.2.6 Backup and restore data;
- 3.2.7 Routinely run information system scans to maintain Model security;
- 3.2.8 Maintain and monitor information system logs so that only authorized users are accessing the Model and to ensure that there are no functional problems associated with the Model;
- 3.2.9 Install patches to close documented vulnerabilities in the Model;
- 3.2.10 Document and report any incident relating to the Model (including but not limited to an incident originating outside the Model that results in the Model being the victim of an attack) and take action to protect the Model;
- 3.2.11 Transfer unconditionally to a successor IM, at such times as directed by the Owner, all tangible and intangible property and information that came into its possession, custody or control in its capacity as IM;
- 3.2.12 Provide authorized users with access instructions and system requirements;
- 3.2.13 Respond to requests by authorized users for assistance in maintaining access; and
- 3.2.14 Perform any and all other responsibilities or functions as required of it in the BIM Execution Plan.

4. BIM EXECUTION PLAN

4.1 As soon as is practicable, but in no event later than thirty (30) days after the latter of the execution of the Contract between the Owner and the Architect/Engineer or execution of the Contract between the Owner and the Contractor or Construction Manager, all Project Participants shall meet, confer and use their best efforts to agree upon the terms of or modifications to a BIM Execution Plan. When agreed upon, the BIM Execution Plan and any modifications shall become an amendment to this Addendum. As soon as is practicable, but in no event later than thirty (30) days after the execution of a Contract with any other Project Participants, all Project Participants shall meet, confer and use their best efforts to agree upon any necessary modifications to a BIM Execution Plan.

- 4.2 Unless otherwise agreed, the IM shall schedule and chair all such meetings.
- 4.3 The BIM Execution Plan shall address the following elements, but may include additional elements:
- 4.3.1 Contact information for each Project Participant;
 - 4.3.2 Identification of what Models are to be created, the purpose(s) each Model is intended to serve, and which Project Participant(s) is(are) responsible for creating each Model;
 - 4.3.3 A definition of what Design Model or Models, if any, shall not constitute Contract Documents;
 - 4.3.4 The spatial portions or areas of the Project to be modeled in each Model and the spatial portions or areas of the Project not to be modeled;
 - 4.3.5 The expected content of each Model and the required level of detail at various Project milestones, which content includes:
 - a. geometric and spatial data;
 - b. object property data;
 - c. object constitution data;
 - d. provision for object parameters as place holders for cost and schedule data; or
 - e. authoritative source information;
 - 4.3.6 A schedule for initial delivery of each Model to the IM;
 - 4.3.7 A schedule for updating of each Model and preservation of versions of each Model and its constituent Models;
 - 4.3.8 A definition of what Model or Models shall constitute part of the record documents for the Project;
 - 4.3.9 Procedures and protocols for submission, for approval of Models including electronic stamping, for designating a Model as a Design Model, and for notification of action on a request for approval;
 - 4.3.10 Procedures and protocols for designating two-dimensional projections derived from a Model as Contract Documents;
 - 4.3.11 Contributor's Dimensional Accuracy Representation

Selection of one, but only one, of the following representations applicable to the dimensional accuracy of any Contribution of or to a Model. Any such representation is:

- .1 limited to the other parties to the Governing Contract,
- .2 in accordance with the standard of care applicable to the Contributor for such Contribution, and
- .3 effective at the time the Model has been developed to the same stage of completion as two-dimensional Construction Documents.

Each Contributor represents that the dimensions in its Contribution to a Model are accurate and take precedence over the dimensions called out in the Drawings or inferred from

the Drawings. Details and components that are not represented in a Contribution to a Model must be retrieved from the Drawings;

Each Contributor represents that the dimensions in its Contribution to a Model are accurate to the extent that the BIM Execution Plan specifies dimensions to be accurate, and all other dimensions must be retrieved from the Drawings;

Contributors make no representation with respect to the dimensional accuracy of the Contributor's Contribution to a Model. A Model can be used for reference only and all dimensions must be retrieved from the Drawings; or

Other: _____;

- 4.3.12 Establishment of a common coordinate system;
- 4.3.13 Establishment of conventions as to units;
- 4.3.14 Conventions for defining critical dimensions and critical Model content;
- 4.3.15 File format to be used;
- 4.3.16 File-naming and object-naming conventions to be used;
- 4.3.17 File structure to be used;
- 4.3.18 Software to be utilized;
- 4.3.19 Measures needed to achieve interoperability of applications;
- 4.3.20 Two-dimensional reference Drawings;
- 4.3.21 Utilization of BIM for the RFI process, response protocol and timing, incorporation of responses into any Model;
- 4.3.22 Utilization of BIM for the Change Order process, response protocol and timing, incorporation of responses into any Model;
- 4.3.23 A schedule for BIM development, coordination and clash detection meetings among the Project Participants;
- 4.3.24 Engagement of the IM in these processes;
- 4.3.25 Utilization of a Project BIM website;
- 4.3.26 Procedures and protocols for confirmation of field changes through an as-built Project Model;
- 4.3.27 Specification of Project close-out and final deliverables;
- 4.3.28 The extent, if any, to which Project Participants or specified staff for each will be co-located; and
- 4.3.29 Any changes or additions to the Governing Contract or an Affiliated Contract relating to BIM-related compensation and costs.

5. RISK ALLOCATION

5.1 Each Party shall be responsible for any Contribution that it makes to a Model or that arises from that Party's access to that Model. Such responsibility includes any Contribution or access to a Model by a Project Participant in privity with that Party and of a lower tier than that Party. Nothing in this paragraph

shall expand the scope of any representation stated in the BIM Execution Plan pursuant to Section 4.3.11.

5.2 With respect to the issue of a waiver of consequential damages:

(a) The Governing Contract shall govern the issue of any waiver of consequential damages arising from a Contribution; and

(b) Each Party waives claims against the other Parties to the Governing Contract for consequential damages arising out of or relating to the use of or access to a Model, including but not limited to damages for loss of use of the Project, rental expenses, loss of income or profit, costs of financing, loss of business, principal office overhead and expenses, loss of reputation or insolvency.

5.3 To the extent that any or all Design Models are included as Contract Documents, Project Participants may rely upon the accuracy of information in those Design Models; provided, however, that regardless of whether any Design Models are included as Contract Documents, the selection in Paragraph 4.3.11 shall control a Project Participant's right to rely on the dimensional accuracy of a Contribution or Model.

5.4 The standard of care applicable to each Party regarding that Party's Contributions to or use of a Model shall be in accordance with that Party's Governing Contract or common law, as applicable.

5.5 Each Party shall use its best efforts to minimize the risk of claims and liability arising from the use of or access to its Model or the Project Model. Such efforts shall include promptly reporting to the relevant Project Participants any errors, inconsistencies, or omissions it discovers in its Model or the Project Model; however, nothing in this paragraph shall relieve any Party of liability it would otherwise bear under Section 5.1.

5.6 No Party involved in creating a Model shall be responsible for costs, expenses, liabilities, or damages which may result from use of its Model beyond the uses set forth in this Addendum or fully executed amendments hereto.

5.7 Unless agreed otherwise in the BIM Execution Plan, each Party shall (i) procure and maintain valuable papers and records insurance coverage, with limits no less than \$_____, covering all of the Party's Contributions or intended Contributions; (ii) include this requirement in its contracts with any other Project Participant; and (iii) provide the other with a certificate of insurance demonstrating compliance with this requirement by that Party and such other Project Participants.

5.8 A defect in the software used in the creation, modification, federation or other use of a Model, including the Project Model, shall entitle a Party to a time extension or other excuse from performance, but only to the extent that the Party could not have avoided any delay or loss by the exercise of reasonable care. In addition, a Party has the duty to mitigate any such delay or loss.

6. INTELLECTUAL PROPERTY RIGHTS IN MODELS

6.1 Each Party warrants to the other Parties to the Governing Contract that either (a) that Party is the owner of all copyrights in all of that Party's Contributions, or (b) that Party is licensed or otherwise authorized by the holders of copyrights of expression contained in the Contribution to make such Contribution under the terms of this Addendum. Subject to waiver of subrogation clauses, if any, contained in the Governing Contract, each Party agrees to indemnify and hold such other Parties harmless for claims of third parties arising out of, or relating to, claims or demands relating to infringement or alleged infringement of expression contained in that Party's Contribution. Nothing in this Addendum is intended to limit, transfer, or otherwise affect any of the intellectual property rights that a Party may have with respect to any Contribution, except for the licenses or permissions expressly granted by this Addendum or the

Governing Contract.

6.2 Subject to the provisions of Section 6.1, each Party grants to the other Party or Parties to the Governing Contract (a) a limited, non-exclusive license to reproduce, distribute, display, or otherwise use that Party's Contributions for purposes of this Project only; (b) a limited, non-exclusive sublicense to reproduce, distribute, display, or otherwise use, for purposes of this Project only, the Contributions of those other Project Participants who have granted that Party an identical license or sublicense; (c) the right to grant an identical sublicense to any other Project Participants with which the licensee has an Affiliated Contract in which this Addendum is incorporated by reference; and (d) a limited, non-exclusive license to reproduce, distribute, display, or otherwise use any Model containing such Contributions, or any other Model with which the Model containing such Contributions is federated or otherwise related, in each case for the sole purpose of carrying out the Project Participants' respective duties and obligations relating to this Project. This limited license shall include any archival purposes permitted hereunder or in the Governing Contract, but does not allow the licensee to reproduce, distribute, display, or otherwise reuse all or part of any other Party's Contributions except as permitted herein or in the Governing Contract. This limited, non-exclusive license is in addition to any other licenses or usage rights that also may be granted under the Governing Contract.

6.3 If a Party to the Governing Contract is the holder of copyrights in another Project Participant's Contribution or is the grantee of an exclusive license with respect to such Contribution, then such holder or exclusive licensee hereby grants to such other Party or Parties the right to grant to other Project Participants with which the other Party has or Parties have Affiliated Contracts in which this Addendum is incorporated, a limited license in the form set forth in Section 6.2.

6.4 The Project Owner's entitlement to use the Full Design Model after completion of the Project shall be governed by the Contract between the Owner and the Architect/Engineer.

6.5 Unless otherwise limited herein or by express license-limiting terms in the Governing Contract, the non-exclusive license granted in this BIM Addendum shall remain in effect as permitted by law. In addition, after final completion of the Project, the non-exclusive license shall be limited to keeping an archival copy of Project-related Contributions.

6.6 In the absence of express language to the contrary in the Governing Contract or in this Addendum, nothing in this Addendum, and no act by a Project Participant in furtherance of this Addendum, shall be deemed or construed to deprive or dispossess a Contributor of copyrights or license rights held by that Contributor in its respective underlying Contribution to any Model. Other Parties, Project Participants, persons, or entities that provide Contributions to a Model shall not be deemed to be co-authors in the Contributions of other Project Participants. Except where otherwise stated, no Contributor shall possess rights in a Model containing a Contribution greater than those granted by the non-exclusive license provided in this Addendum, as that license may be further limited in this Part 6. Nothing in this Addendum shall grant a right to a Party to use all or part of another Party's Contribution for any purpose other than performance of the Project Participant on this Project and as is otherwise expressly stated in the Governing Contract or in this Addendum.

6.7 Terms of the Governing Contract pertaining to non-payment by the Project Owner notwithstanding, the Project Owner's non-exclusive license granted herein to reproduce, distribute, display, or otherwise reuse the Contributions and Models shall not be limited to construction or maintenance of this Project. However, if the Project Owner fails materially in its Project-related payment obligations to a Contributor, and that material failure is so adjudged against the Project Owner by the decision of a court of law or arbitration (an Adjudication), then any Project-related licenses to the Project Owner from that Contributor shall be terminated as of the time of such Adjudication. Notwithstanding the foregoing, the Parties hereto

(and all Contributors by virtue of Affiliated Contracts) waive any rights to claim contributory, direct, or vicarious copyright infringement, to assert claims of misappropriation or like claims, to revoke licenses granted herein, or to pursue equitable remedies under the Copyright Act or under applicable law against other Parties and Contributors who are not found liable in the Adjudication (for failure to pay or otherwise). This applies to their respective obligations, if any, to the Contributor unpaid by the Project Owner, and the non-labile Parties' licenses granted herein shall survive the termination of the Owner's license due to the Adjudication.