**Modifications to Contracts for Best Value Contractor Selection**

The following additions/modifications shall be made to Contract/Bidding Documents, as listed below, when using Best Value selection method.

No modifications, other than listed in this document, shall be made without prior authorization from the Office of the President.

**Advertisement for Bids**

*For the* ***Long Form****,* ***CM at Risk****,* ***Multiple Prime****, and* ***JOC*** *delivery methods, the following shall be added to the Advertisement for Bids, before “The successful Bidder will be required to have the following California current and active contractor's license at the time of submission of the Bid:* *{LICENSE CLASSIFICATION},* *{LICENSE CODE}”:*

The lowest responsible bidder will be selected on the basis of the best value to the University.

The objective criteria and methodology used to determine Best Value are described in the Bidding Documents. The best value to the University is the selection resulting in the best combination of price and qualifications.

**Instruction to Bidders**

*For the* ***Long Form, CM at Risk, Multiple Prime,*** *and* ***JOC*** *delivery methods, the following definition for Best Value shall be* ***added*** *to the Instructions to Bidders within* ***Definitions in Article 1:***

The term "Best Value" means a procurement process whereby the lowest responsible Bidder may be selected on the basis of objective criteria for evaluating the qualifications of Bidders with the resulting selection representing the best combination of price and qualifications.

*For the* ***Long Form, CM at Risk, Multiple Prime*** *and* ***JOC*** *delivery methods, the following shall be* ***added*** *to the Instructions to Bidders:*

2.1.9 Bidder agrees that every contractor and subcontractors at every tier will use a skilled and trained workforce, meaning all workers in an apprenticeable occupation in the building and construction trades are either skilled journeypersons or apprentices registered in a program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations (“Chief”) and in compliance with the following provisions:

.1 For work performed on or after January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation.

.2 For work performed on or after January 1, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation.

.3 For work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation.

.4 The requirements above shall not apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

.5 Apprenticeable occupations without Chief-approved apprenticeship programs prior to January 1, 1995 may satisfy the above thresholds with up to 50 percent skilled journeypersons who worked in those occupations before the Chief approved of an apprenticeship program.

.6 The apprenticeship graduation percentage requirements above are considered met if, in a calendar month, at least the percentage of skilled journeypersons meet the graduation percentage requirement, or the percentage of hours performed by skilled journeypersons meeting the graduation requirement is at least equal the required graduation percentage.

.7 The apprenticeship graduation percentage requirements do not need to be met if, during the calendar month, skilled journeypersons perform fewer than 10 hours of work on the contract.

.8 A subcontractor does not need to meet apprenticeship graduation percentage requirements if the subcontractor is not a listed subcontractor under California Public Contract Code Section 4104 or a substitute, and the subcontractor agreement does not exceed one-half of 1 percent of the price of the prime contract.

**Supplementary Instruction to Bidders**

*For the* ***Long Form, CM at Risk, Multiple Prime, and JOC*** *delivery methods, the following shall be* ***added*** *to the Supplementary Instructions to Bidders:*

Section 5.3.1 in the Instructions to Bidders is replaced in its entirety with the following:

5.3.1 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid except for the Best Value Evaluation Questionnaire shall be enclosed in a sealed opaque envelope. The Best Value Evaluation Questionnaire shall be enclosed in a second sealed opaque envelope. Both such envelopes shall be clearly labeled to differentiate the dollar bid envelope from the Questionnaire envelope and both envelopes shall be enclosed in another separate envelope. The envelope shall be addressed to the office designated in the Supplementary Instructions to Bidders for receipt of Bids. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face thereof.

*For the* ***Long Form, CM at Risk,*** *and* ***Multiple Prime*** *delivery methods, the following shall be* ***added*** *to the Supplementary Instructions to Bidders:*

Section 6.3.2 in the Instructions to Bidders is replaced in its entirety with the following:

6.3.2          University will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.  All Alternates will be included in determining the lowest responsible Best Value Bidder. The evaluation of Alternates to be elected for inclusion in the Contract will be conducted after the lowest responsible Best Value Bidder is selected. After determination of the apparent low Bidder, University will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each such Bid.

*For the* ***Long Form, CM at Risk,*** *and* ***Multiple Prime*** *delivery methods, the following shall be* ***added*** *to the Supplementary Instructions to Bidders:*

Section 6.3.3 in the Instructions to Bidders is replaced in its entirety with the following:

6.3.3          University will determine the low Bidder on the basis of Best Value. The price component of the evaluation will be the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the daily rate for Compensable Delay multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of any Alternates used as a basis of award. The University will divide each bidder’s price by its Qualification Points to determine the cost per quality point or the Best Value Score. The lowest Best Value Score will represent the Best Value Bid.

The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that University has elected to be included in the Contract Sum as of the time of award.

*For the* ***JOC*** *delivery method, the following shall be* ***added*** *to the Supplementary Instruction to Bidders:*

Section 6.3.4 in the Instructions to Bidders is replaced in its entirety with the following:

6.3.4 University will determine the low Bidder on the basis of Best Value. The price component of the evaluation will be the Award Criteria Figure as defined in Article 1 in these Instructions to Bidders. The University will divide each bidder’s Award Criteria Figure by its Qualification Points to determine the cost per quality point or the Best Value Score. The lowest Best Value Score will represent the Best Value Bid.

*For the* ***Long Form, CM at Risk, Multiple Prime*** *and* ***JOC*** *delivery methods, the following shall be* ***added*** *to the Supplementary Instructions to Bidders:*

Article 7.1.1 in the Instructions to Bidders is replaced in its entirety with the following:

7.1.1 Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the Facility not later than 3 business days after the date of announcement of the apparent Best Value Contractor.

*For the* ***Long Form****,* ***CM at Risk****,* ***Multiple Prime****, and* ***JOC*** *delivery methods, the following shall be* ***added*** *to the Supplementary Instructions to Bidders:*

DISCLOSURE – PUBLIC RECORDS ACT

Information submitted by the Bidder shall not be open to public inspection to the extent that information is exempt from disclosure under the California Public Records Act.

**Bid Form**

*For the* ***Long Form*** *and* ***Multiple Prime*** *delivery methods, the following shall be* ***added*** *in the Bid Form at the end of* ***article 1- Bidder’s Representations****:*

Bidder also agrees that every contractor and all subcontractors at every tier will use a skilled and trained workforce according to the apprenticeship graduation percentage requirements set forth in Article 2.1.9 of the Instructions to Bidders. These requirements do not apply to if the subcontractor is not a listed subcontractor under California Public Contract Code Section 4104 or a substitute, and the subcontractor agreement does not exceed one-half of 1 percent of the price of the prime contract.

*For the* ***Long Form*** *and* ***Multiple Prime*** *delivery methods, the following shall be* ***added*** *in the Bid Form as bullet point #2 under* ***article 12- Required Completed Attachments****:*

2. A completed Best Value Evaluation Questionnaire.

*For the* ***CM at Risk*** *delivery methods, the following shall be* ***added*** *in the Bid Form as bullet point #7 under* ***article 12- Required Completed Attachments****:*

7. A completed Best Value Evaluation Questionnaire.

*For the* ***JOC*** *delivery methods, the following shall be* ***added*** *in the Bid Form as bullet point #2 under* ***article 7- Required Completed Attachments:***

2. A completed Best Value Evaluation Questionnaire.

Best Value Evaluation Questionnaire

*For the* ***Long Form, CM at Risk, Multiple Prime, and JOC*** *delivery methods, a Best Value Evaluation Questionnaire, revised as deemed fit by the Facility for the project,* ***shall be included*** *with every bid package.*

The Best Value Evaluation Questionnaire template can be found with the Best Value documents on UC’s Facilities Manual.

**General Conditions**

*For the* ***Long Form, CM at Risk,*** *and* ***Multiple Prime*** *delivery methods, the following shall be* ***added*** *in the General Conditions under* ***Article 9.3 – CERTIFICATE FOR PAYMENT****:*

9.3.5 The University shall withhold payment if Contractor fails to provide a monthly report on skilled journeyperson graduation percentage requirements as listed in the Instructions to Bidders, provides a report that is incomplete, or provides a report that fails to demonstrate compliance until Contractor provides a plan to achieve substantial compliance.

*For the* ***JOC*** *delivery method, the following shall be* ***added*** *in the General Conditions under* ***Article 9.3 – CERTIFICATE FOR PAYMENT****:*

9.3.7 The University shall withhold payment if Contractor fails to provide a monthly report on skilled journeyperson graduation percentage requirements as listed in the Instructions to Bidders, provides a report that is incomplete, or provides a report that fails to demonstrate compliance until Contractor provides a plan to achieve substantial compliance.

**Supplementary Conditions**

*For the* ***Long Form, CM at Risk, Multiple Prime, and JOC*** *delivery method, the following shall be* ***added*** *to the Supplementary Conditions:*

**MODIFICATIONS TO ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY**

The following section 10.4 is added to Article 10:

**10.4 ELECTRICAL CERTIFICATION AND APPRENTICESHIP REQUIREMENTS**

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

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

*For the* ***Long Form*** *delivery method, the following shall be* ***added*** *to the Supplementary Conditions:*

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

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

*For the* ***CM at Risk*** *delivery method, the following shall be* ***added*** *to the Supplementary Conditions:*

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

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

*For the* ***Multiple Prime*** *delivery method, the following shall be* ***added*** *to the Supplementary Conditions:*

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

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

*For the* ***JOC*** *delivery method, the following shall be* ***added*** *to the Supplementary Conditions:*

Article 4.4.5 in the General Conditions is replaced in its entirety with the following:

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

**Application for Payment**

*For the* ***Long Form, CM at Risk,*** *and* ***Multiple Prime*** *delivery methods, the following shall be* ***added*** *in the Application for Payment following the* ***Change Order Summary****:*

***Contractor and listed subcontractor (including a substitute for a listed subcontractor) shall each separately generate a report which shall be submitted with each monthly contractor payment application – or separately if no monthly payment application is made - and which shall be in the following format:***

LABOR COMPLIANCE:

1. Did Contractor enter into a project labor agreement (PLA) with all subcontractors at every tier performing work in this contract?

[ ]  Yes [ ]  No
(If you checked “Yes,” you may skip questions 2 through 4)

1. Did skilled journeypersons employed by the [Contractor]/[each listed Subcontractor ]in this contract perform fewer than 10 hours of work during this calendar month?

[ ]  Yes [ ]  No
(If you checked “Yes,” you may skip questions 3 and 4)

1. What percentage of skilled journeypersons employed by the [Contractor]/[each listed Subcontractor] in this contract are graduates of an apprenticeship program? (See Instructions to Bidders Article 2.1.9 for occupations that are excluded from this requirement.)

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1. What was the percentage of hours of work performed by the skilled journeypersons employed by the [Contractor]/[each listed Subcontractor] in this contract?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*For the* ***JOC*** *delivery method, the following shall be* ***added*** *in the Application for Payment following the* ***Supplemental Job Order Summary****:*

LABOR COMPLIANCE:

1. Did Contractor enter into a project labor agreement (PLA) with all subcontractors at every tier performing work in this contract?

[ ]  Yes [ ]  No
(If you checked “Yes,” you may skip questions 2 through 4)

1. Did skilled journeypersons employed by the [Contractor]/[each listed Subcontractor] in this contract perform fewer than 10 hours of work during this calendar month?

[ ]  Yes [ ]  No
(If you checked “Yes,” you may skip questions 3 and 4)

1. What percentage of skilled journeypersons employed by the [Contractor]/[each listed Subcontractor] in this contract are graduates of an apprenticeship program? (See Instructions to Bidders Article 2.1.9 for occupations that are excluded from this requirement.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. What was the percentage of hours of work performed by the skilled journeypersons employed by the [Contractor]/[each listed Subcontractor] in this contract?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_