This Addenda, clarifies, revises and adds to the Construction Documents for the above-referenced Project. Written information presented in the narrative below and graphic information presented in the attached construction sketches (ASI’s) supersedes previous information included in the Project Manual and Drawings dated 01/30/12. Each item below is referenced to a particular Specification Section, Sheet Number, and/or Detail Number as appropriate for the information presented.

**ACTION TO BE TAKEN:**
- No cost implication. Proceed immediately *(no owner approval required)*.
- Proceed on T & M and submit costs. Estimated cost not to exceed: $ --.
- Include costs for owner in bid.

**PROJECT MANUAL**

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### ADDENDA

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### QUESTIONS AND CLARIFICATIONS

**CLARIFICATION 1:** Addendum #8 is out of order. Addendum #7 will be issued at a later date.

**CLARIFICATION 2:** Questions/RFI's regarding information contained in Addendum #8 will be accepted until 8/20/12.

End of ADDENDA NO. 008
Revision #1  
(Addendum #8)  
City College of San Francisco  
Performing Arts Center  
PROJECT MANUAL  
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**SWPP** STORM WATER POLLUTION PREVENTION PLAN (DATED 2/8/2012)

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DOCUMENT 00 2001

INSTRUCTIONS TO BIDDERS
(CM/GC)

Bids are requested by the San Francisco County Community College District ("hereinafter "Owner"), from previously pre-qualified Bidders only, for a general construction contract, or work described in general, as set forth in Document 00 1001 (Notice Inviting Bids), and the following additional terms.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Required Pre-Bid Conference and Site Visit

A. Owner will conduct Pre-Bid Conference and Site Visit at the date, time and location indicated in Document 00 1001 (Notice Inviting Bids), to consider such matters as Bidders may request and perform a Site Visit immediately following, at the Site. Bidders must attend Pre-Bid Conference and Site Visit and sign an attendance roster as a condition to bidding.

B. The Site Visit may be the Bidders’ only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner’s sole discretion, depending on staff availability.

C. Owner will issue Minutes of the Pre-Bid Conference, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. Minutes issued by Owner are not Contract Documents.

1.02 Required Pre-Bid Investigations

A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-bid investigations, and Document 00 3020 (Geotechnical Data and Existing Condition) for certain conditions.

B. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, by giving Owner reasonable advanced notice. Owner will make copies available for a fee. A Bidder must give five (5) days advanced notice if copies are desired.

C. Document 00 3020 also describes requirements and conditions of any Bidder wishing to perform invasive investigations, explorations, tests, or studies.

1.03 Bidder Questions and Answers

A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda mailed, faxed, or delivered to all parties recorded by Owner as having received Bidding Documents. Owner may not answer questions received less than ten Days prior to the date for opening Bids.

B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements. Owner reserves the right not to respond to questions submitted after August 20, 2012.

1.04 Addenda

A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4001 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.
ARTICLE 2 - RECEIPT OF BIDS

2.01 Date and Time
A. Sealed Bids from previously prequalified Bidders only will be received by Owner until date and time indicated in Document 00 1001 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 2001.
B. Total Bid Amount shall be the sum of Bid Items 1A, (Pre-Construction – Design Services), 1B (Pre-Construction – Bidding Services), 3 (CM/GC Fee), 4 (CM/GC’s General Conditions and General Requirements) and 5 (Contingency), determined as provided herein and in Document 00 4001 (Bid Form). However, Total Bid Amount will not be a basis for determining Apparent Low Bidder; see paragraph 3.01 below.

2.02 Two Envelope Bid Submission
A. Owner will receive Bids in opaque sealed 10 inch x 13 inch envelopes, containing the required items described herein.
B. Bidders must submit Bids in two envelopes: “Envelope A – Bid Submittals” and “Envelope B – Update to Qualifications.”
C. Bidders should mark their Bid envelopes using the name, address, identifying information and contract number, indicated in Document 00 1001 (Notice Inviting Bids).

2.03 Required Contents of “Envelope A – Bid Submittals”
A. Document 00 4001 (Bid Form). Bidders must submit Bids on Document 00 4001 (Bid Form) in accordance with the provisions of Document 00 4001. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
B. Document 00 4110 (Bond Accompanying Bid). Bidders must submit Document 00 4110 (Bond Accompanying Bid) accompanied by a cashier’s check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00 4110 of not less than 10% of the Total Bid Amount, payable to Owner and completed in accordance with the provisions of Document 00 4110.
C. Document 00 4330 (Subcontractors List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names, office locations and license numbers of all subcontractors (other than Trade Subcontractors), if any, who will perform any portion of the Phase I work in excess of one half of one percent (0.5%) of the Total Bid Amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.
D. Document 00 4810 (Non-Collusion Affidavit). Bidders must submit Document 00 4810 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4810.
E. Document 00 4820 (Bidder Certifications). Bidders must submit Document 00 4820 (Bidder Certification) completed in accordance with the provisions of Document 00 4820.

2.04 Required Contents of “Envelope B – Update to Qualifications”
A. Document 00 4514 (Update to Pre-Qualification Questionnaire). Bidder must submit Document 00 4514 (Update to Pre-Qualification Questionnaire) in accordance with the provisions of Document 00 4514.

ARTICLE 3 - BID OPENING AND EVALUATION
3.01 Determination of Apparent Low Bidder

A. Owner will open each Bidders’ Envelope A at the time and place indicated in Document 00 1001 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein and in Document 00 4001 (Bid Form).

B. Apparent Low Bid will be determined by a combination of Bid Items 1A, (Pre-Construction – Design Services), 1B (Pre-Construction – Bidding Services), 3 (CM/GC Fee), 4 (CM/GC’s General Conditions and General Requirements) and 5 (Contingency). However:

1. To encourage Bidders to provide competitive pricing for Bid Items 1A and 1B, Owner will determine Apparent Low Bid by valuing Bid Items 1A and 1B at a factor of 1.5, and Bid Items 3, 4 and 5 at a factor of 1.0;

2. Because the amount of Cost Item 2 (Aggregate Trade Subcontract Cost) will not yet have been determined, the specific dollar amounts for Bid Items 2 (CM/GC Fee) and 5 (Contingency) will be based on Owner’s maximum initial GMP (Owner Maximum Initial GMP) of $77 million; and

3. See Appendix A hereto for samples of applicable calculations of Apparent Low Bid.

C. Notwithstanding the foregoing methodology for determining Apparent Low Bidder, Contract Sum will be determined solely as provided in Contract Documents, including Document 00 5201 (Agreement).

D. All Bidders are required to submit Bids on all Bid items. However, Alternates will not be taken into account in determining Apparent Low Bid.

E. For the Apparent Low Bidder only, Owner will open Envelope B and evaluate the Apparent Low Bidder for responsiveness to the requirements of this Document 00 2001 and for responsibility.

F. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder’s Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

3.02 Evaluation of Bids

A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder’s failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.

B. In evaluating Bids, Owner will consider Bidders’ qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4001 (Bid Form) or prior to the Notice of Award.

C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder’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 Bid constitutes Bidder’s consent to the foregoing.

D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder’s surety regarding Bidder’s bonds.

E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written
words and figures will be resolved in favor of the words, unless applying one or more other principles in this paragraph 3.02E would cause a different result.

F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

3.03 Reservation of Rights

A. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, or if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder 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 Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.

B. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a reasonable time, not exceeding 60 Days after award of Contract.

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

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES

4.01 Submission of Written Bid Protest

A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1001 (Notice Inviting Bids) must be submitted in writing to the Owner at City College of San Francisco, 33 Gough Street, San Francisco, CA 94112, Attn: Scott Dickey, General Counsel, before 2:00 P.M. of the fifth Business Day following posting of Document 00 5051 (Notice of Intent to Award) at www.ccsf.edu. Owner will use reasonable efforts to deliver by facsimile a copy of Document 00 5051 to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid 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 Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder’s Bid, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.

F. 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 Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

A. The procedure and time limits set forth in this paragraph are mandatory and are Bidder’s sole and exclusive remedy in the event of Bid protest. Bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.
4.03 SBE Program
A. Notwithstanding any other provision of this Document 00 2001, any protest (or portion thereof) relating to Owner's SBE Program shall be governed exclusively by the SBE Program, and not this ARTICLE 4 - . Therefore, any Bidder wishing to protest only SBE Program-related matters must comply with all protest requirements and procedures established under the SBE Program, and any Bidder wishing to protest SBE Program-related matters and other matters must comply with the requirements and procedures of this ARTICLE 4 - for all non-SBE Program-related matters and must separately protest SBE Program-related matters as provided in the SBE Program. In the event of any dispute as to whether a Bidder has protested any matter in the proper forum, Owner's good faith decision shall be fully binding on all parties.

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT
5.01 Notice of Award and Submittal of Executed Contract Documents
A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5101 Notice of Award to successful Bidder. Subject to extension to the extent necessary to satisfy conditions in paragraph 5.04 below, such Award, if made, will be made within ninety (90) days after the opening of Bids.
B. Successful Bidder 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.

5.02 Required Contract Documents and Proof of Insurance
A. Document 00 5201 (Agreement), fully executed by successful Bidder. Submit four originals, each bearing an original signature and initials on each page.
B. Document 00 6113.12 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.12. Submit one original.
C. Document 00 6113.18 (Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.18. Submit one original.
D. Document 00 6301 (Guaranty), fully executed by successful Bidder. Submit four originals, each bearing an original signature and initials on each page.
E. Insurance certificates and endorsements required by Document 00 7311 (Supplementary Conditions—Insurance and Indemnification): Submit one original set.
F. Letter of Assent (Attachment A) to Project Labor Agreement required by Document 00 7350 (Project Labor Agreement): Submit four originals, each on CM/GC letterhead bearing an original signature.
G. Any other item required by Document 00 5101 (Notice of Award): As indicated therein.

5.03 Failure to Execute and Deliver Documents
A. If Bidder 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, recover on Bidder’s surety bond, or deposit Bidder’s cashier’s check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder’s failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder’s failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder’s required Bid security shall be the agreed and presumed amount of Owner’s damages.
B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. Subject to extension to
Performing Arts Center Instructions to Bidders
City College of San Francisco 00 2001 - 6 Addendum #8
August 14, 2012

the extent necessary to satisfy conditions in paragraph 5.04 below, such Award, if made, will be made within ninety (90) days after the opening of the Bids.

5.04 Other Conditions to Contract Award
A. Owner expects a substantial portion of Project financing to come from funds made available by the State of California. Therefore, Contract award is expressly subject to all required State of California approvals, including without limited to, the California Department of Public Works and/or Department of Finance’s approval of construction contract award, as provided in State Administrative Manual section 6853 or otherwise. Failure to obtain all such approvals within one-hundred-twenty (120) days of District Board approval of Notice of Award, or such lesser or greater time as Owner may elect in its sole discretion, will entitle Owner to rescind the award without any financial obligation to any Bidder except as otherwise required by law. Owner may modify or waive this condition in whole or in part in its sole discretion.

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS

6.01 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 Contractor for any delays attributed to its need to complete independent work at the Site.

B. Owner shall have the right to communicate directly with Apparent Low Bidder’s proposed 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.

6.02 Conformed Project Manual
A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

6.03 Payment Bond
A. If the Project described in Document 00 1001 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars ($25,000), the successful Bidder must file a payment bond with and approved by Owner prior to entering upon the performance of the Work, in accordance with Civil Code § 3247.

6.04 Wage Rates
A. 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 the Owner's Office, Facilities Planning & Construction, City College of San Francisco, 50 Phelan Avenue, B-606, San Francisco, CA 94112, and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, Contractor shall post the applicable prevailing wage rates at the Site.

6.05 Withdrawal of Bids
A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2001, only by written request for the withdrawal of Bid filed with Owner at Facilities Planning & Construction, City College of San Francisco, 50 Phelan Avenue, B-606, San Francisco, CA 94112. Bidder or its duly authorized representative shall execute request to withdraw Bid.

6.06 Ineligible Contractors and Subcontractors
A. Owner shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the
Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid 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).

**6.07 Retentions**

A. In accordance with Public Contract Code section 7201, the Governing Board of the District has determined that the Project is substantially complex and requires a higher retention amount than five percent, that retention proceeds to be withheld from the original contractor shall not exceed ten percent, and that the total retention proceeds to be withheld from the original contractor shall not exceed ten percent.

**6.08 Public Records Act Requests**

A. Per the Public Records Act, Owner will make available to the public all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00 2001, and all subsequent Bid 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 Bidder. Any such trade secrets or proprietary financial information that a Bidder 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 Bid, Owner will notify Bidder involved within ten Days from receipt of the request of a specific time when the records will be made available for inspection. If Bidder timely identifies any “proprietary, trade secret, or confidential commercial or financial” information that Bidder determines is not subject to public disclosure, and requests Owner to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend Owner’s refusal to produce the information in all forums; otherwise, Port 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 Bidder 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.
6.09 **Substitutions**

Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for “or equal items.” Bidders wanting to use “or equal” item(s) may submit Document 00 6600 (Substitution Request Form) no later than 35 Days after Notice of Award (or, in Owner’s sole discretion, on a case-by-case basis with respect to individual Trade Subcontractor procurements at such other time(s) as Owner may otherwise agree). As a limitation on Bidder’s privilege to request substitution of “or equal” items, Owner has found that certain items are designated as Owner standards and certain items are 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 (if any) are described in the Bidding Documents.

6.010 [Omitted]

6.011 **Definitions**

A. All abbreviations and definitions of terms used in this Document 00 2001 are set forth in Document 00 7200 (General Conditions) and Section 01 4000 (Quality Requirements).

END OF DOCUMENT
SAMPLE CALCULATIONS FOR DETERMINING APPARENT LOW BID

(Bid Form required Bidders to provide ONLY numbers which are *bold underlined and italicized* below, and specific *bold underlined italicized* numbers in this Appendix are for illustrative purposes only.)

(See Document 00 2001 Instructions to Bidders, para. 3.01 and Document 00 4001 Bid Form)

<table>
<thead>
<tr>
<th>Bidder 1</th>
<th>ITEM</th>
<th>TYPE</th>
<th>PERCENT (%)</th>
<th>DOLLAR AMOUNT</th>
<th>MULTIPLIER (Note A)</th>
<th>APPARENT LOW BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A.</td>
<td>Pre-Const. - Design Servs.</td>
<td>Lump Sum</td>
<td>XXXX</td>
<td>$500,000</td>
<td>1.5</td>
<td>$750,000</td>
</tr>
<tr>
<td>1B.</td>
<td>Pre-Const. – Bidding Servs.</td>
<td>Lump Sum</td>
<td>XXXX</td>
<td>$500,000</td>
<td>1.5</td>
<td>$750,000</td>
</tr>
<tr>
<td>3.</td>
<td>CM/GC Fee</td>
<td>Percent (Notes A, B)</td>
<td>3.25%</td>
<td>$2,502,500</td>
<td>1.0</td>
<td>$2,502,500</td>
</tr>
<tr>
<td>4.</td>
<td>CM/GC GC’s and GR’s</td>
<td>Lump Sum</td>
<td>XXXX</td>
<td>$7,700,000</td>
<td>1.0</td>
<td>$7,700,000</td>
</tr>
<tr>
<td>5.</td>
<td>Contingency</td>
<td>Percent (Note A)</td>
<td>3%</td>
<td>$2,310,000</td>
<td>1.0</td>
<td>$2,310,000</td>
</tr>
</tbody>
</table>

**Total Bid Price Amount**: $13,512,500.00

**Apparent Low Bid Price Amount**: $14,012,500.00

<table>
<thead>
<tr>
<th>Bidder 2</th>
<th>ITEM</th>
<th>TYPE</th>
<th>PERCENT (%)</th>
<th>DOLLAR AMOUNT</th>
<th>MULTIPLIER (Note A)</th>
<th>APPARENT LOW BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A.</td>
<td>Pre-Const. - Design Servs.</td>
<td>Lump Sum</td>
<td>XXXX</td>
<td>$300,000</td>
<td>1.5</td>
<td>$450,000</td>
</tr>
<tr>
<td>1B.</td>
<td>Pre-Const. – Bidding Servs.</td>
<td>Lump Sum</td>
<td>XXXX</td>
<td>$300,000</td>
<td>1.5</td>
<td>$450,000</td>
</tr>
<tr>
<td>3.</td>
<td>CM/GC Fee</td>
<td>Percent (Notes A, B)</td>
<td>3.25%</td>
<td>$2,502,500</td>
<td>1.0</td>
<td>$2,502,500</td>
</tr>
<tr>
<td>4.</td>
<td>CM/GC GC’s and GR’s</td>
<td>Lump Sum</td>
<td>XXXX</td>
<td>$8,200,000</td>
<td>1.0</td>
<td>$8,200,000</td>
</tr>
<tr>
<td>5.</td>
<td>Contingency</td>
<td>Percent (Note A)</td>
<td>3%</td>
<td>$2,310,000</td>
<td>1.0</td>
<td>$2,310,000</td>
</tr>
</tbody>
</table>

**Total Bid Price Amount**: $13,612,500.00

**Apparent Low Bid Price Amount**: $13,912,500.00

**Conclusion**: Although Bidder No. 1’s Total Bid Price amount is less than that of Bidder No. 2, Bidder No. 2’s Apparent Low Bid Price amount is less than that of Bidder No. 1, and therefore Bidder No. 2 is Apparent Low Bidder.

**Notes**

A. For Bidding purposes only, “percent” is of $77 million.
B. Bidder’s Fee percent may not exceed 4%.
DOCUMENT 00 4001

BID FORM
(CM/GC)

TO SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

THIS BID IS SUBMITTED BY:

____________________________________________________________________________________

(Firm/Company Name)

Re: SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
PERFORMING ARTS CENTER
Contract Number DSA-109318

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT ("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 Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1001 (Notice Inviting Bids), and Document 00 2001 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Addendum Date</th>
<th>Signature of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Based on the foregoing, Bidder 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 Bid Prices:
**SCHEDULE OF BID PRICES**

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described or referenced in Section 01 1000 (Summary), Section 01 2700 (Unit Prices) or Document 00 2001 (Instructions to Bidders). Quote in figures only, unless words are specifically requested.

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>TYPE</th>
<th>PERCENT (%)</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A.</td>
<td>Pre-Construction - Design Services</td>
<td>Lump Sum (Note A)</td>
<td>XXXX</td>
<td>$______________</td>
</tr>
<tr>
<td>1B.</td>
<td>Pre-Construction - Bidding Services</td>
<td>Lump Sum (Note A)</td>
<td>XXXX</td>
<td>$______________</td>
</tr>
<tr>
<td>3.</td>
<td>CM/GC Fee</td>
<td>Percent (Notes B, C)</td>
<td>_____%</td>
<td>$______________</td>
</tr>
<tr>
<td>4.</td>
<td>CM/GC General Conditions and General Requirements</td>
<td>Lump Sum</td>
<td>XXXX</td>
<td>$______________</td>
</tr>
<tr>
<td>5.</td>
<td>Contingency</td>
<td>Percent (Note B)</td>
<td>3%</td>
<td>$2,310,000</td>
</tr>
</tbody>
</table>

**Total Bid Price (Sum of Cost Items 1, 2-5)** $______________

Total Bid Price:

______________________________________________________________________________

(Words)

**Notes**
(see also Document 00 2001 Article 3)

A. For purposes of determining Apparent Low Bidder, a 1.5 factor will be applied to these Bid Items. See Document 00 2001 para 3.01.
B. For bidding purposes only, percent is of $77 million.
C. Bidder's Fee percentage may not exceed 4%.

**SCHEDULE OF ALTERNATES**
(See Section 01 1000 (Summary) 1.3G)

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>TYPE</th>
<th>INCREASE OR DECREASE IN CONTRACT SUM</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Planting Along West Side of Project Site. See Landscape Drawings</td>
<td>Lump Sum</td>
<td>Increase</td>
<td>$______________</td>
</tr>
<tr>
<td>2.</td>
<td>Planting Along West Side of Project Site. See Landscape Drawings</td>
<td>Lump Sum</td>
<td>Increase</td>
<td>$______________</td>
</tr>
<tr>
<td>3.</td>
<td>Gearless Traction Elevator in Lieu of Hydraulic Elevator. See Section 142400-2.11</td>
<td>Lump Sum</td>
<td>___________</td>
<td>$______________</td>
</tr>
</tbody>
</table>
5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Document 00 2001 (Instruction to Bidders) (without taking into account amounts in above Schedule of Alternates).

6. Subcontractors (other than Trade Subcontractors), if any, for work are listed on Document 00 4330 (Subcontractors List) submitted herewith.

7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4001 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2001 (Instructions to Bidders) within the time specified therein.

9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

10. The undersigned Bidder understands that award of this Contract is subject to receipt of all required State of California approvals as provided in Document 00 2001 paragraph 5.04 titled “Other Conditions to Contract Award.”

11. The undersigned Bidder herewith encloses cash, a cashier’s check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2001 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Amount and made payable to the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT.

12. The undersigned Bidder 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).

13. The undersigned Bidder 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.

14. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE: If Bidder 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 Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____________________________________________________________

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

____________________________________ (Principal)

(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 Bidder)

NOTE: If Bidder 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 Bidder 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 Bid: __________________________________________
AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [201__], is by and between [Name of CM/GC-Contractor] whose place of business is located at [Address of CM/GC-Contractor] ("CM/GC" or "Contractor"), and the San Francisco Community College District ("Owner"), a political subdivision 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 CM/GC the following contract:

SAN FRANCISCO COMMUNITY COLLEGE
PERFORMING ARTS CENTER
Contract No: DSA-109318

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

ARTICLE I - SCOPE OF WORK OF THE CONTRACT

1.01. Work of the Contract
   A. CM/GC shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02. General
   A. Subject to Paragraph 1.05 below, Owner shall pay CM/GC 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 CM/GC’s Bid (Document 00 4001 [Bid Form]), attached hereto.[ATTACHMENT]
   B. The Contract Sum includes all allowances (if any).
   C. Owner’s initial maximum GMP (Owner Maximum Initial GMP) is $77 million.
   D. The final GMP (Final GMP), as established in Document 00 5251 (Pre-Construction and CM/GC Services), may not exceed the Owner Maximum Initial GMP.
   E. This Agreement is expressly subject to all required State of California approvals, including without limited to, the California Department of Public Works and/or Department of Finance’s approval of construction contract award, as provided in State Administrative Manual section 6853 or otherwise. Failure to obtain all such approvals within one-hundred-twenty (120) days of Notice of Award, or such lesser or greater time as Owner may elect in its sole discretion, will entitle Owner to rescind the award without any financial obligation to CM/GC except as otherwise required by law. Owner may modify or waive this condition in whole or in part in its sole discretion.

1.03. Pre-Construction and Bidding (Phase I) Portion of Contract Sum
   A. Owner shall pay CM/GC for completion of all pre-construction (Phase I) services the respective lump sum amounts indicated for Bid Items 1A (Pre-construction – Design Services) and 1B (Pre-Construction – Bidding Services), being $__________________ and $__________________, respectively, for a total of $__________________. (Cost Item 1. Cost Item 1 amount reflects full
compensation for all CM/GC 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. If a Final GMP has been established and Owner issues Notice to Proceed for Construction, Owner shall pay CM/GC for completion of all construction (Phase II) work a lump sum, calculated as follows.

1. The aggregate total cost of all Trade Subcontracts assigned and novated into the Contract, each at its initial bid/award value without markup (Aggregate Trade Subcontract Cost), subject to any Trade Subcontractor adjustments as provided in ARTICLE VII - below. (Cost Item 2)

2. An amount equal to (i) the percentage for CM/GC Fee identified in CM/GC’s Bid Form (Bid Item 3) (CM/GC Fee) (ii) multiplied by the sum of Cost Item 2 and Cost Item 4, in full compensation for CM/GC’s construction phase fee and profit. (Cost Item 3)

3. The specified dollar amount in CM/GC’s Bid Form for CM/GC General Conditions and General Requirements (Bid Item 4) in full compensation for CM/GC’s construction phase general conditions, general requirements, bonds and insurance, and overhead. (Cost Item 4)

4. An amount equal to three percent of Cost Item 2 (Contingency). (Cost Item 5). Contingency is subject to adjustment as provided in paragraph 1.04.B below.

B. Contingency.

1. Contingency (Cost Item 5) amount will be administered by Owner and expended only for “preventable” changes and/or extra costs as defined in this paragraph 1.04.B, up to but not over the amount of the contingency (and any such costs over the amount of the contingency shall not be reimbursed). CM/GC accepts the risk of preventable changes and/or extra costs exceeding the contingency.

2. Preventable and Non-Preventable. Preventable changes and extra costs are those that CM/GC could have prevented by proper performance of its Phase I services under Document 00 5251 (Pre-Construction and CM/GC Services). Non-preventable changes and extra costs are those CM/GC could not have prevented by proper performance of its Phase I services under Document 00 5251.

3. Preventable Costs May Be Charged to Contingency. CM/GC 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 Section 01 2500 (Contract Modification Procedures), by moving such amounts from Contingency (Cost Item 5) to Cost Items 2 and 3, as applicable, provided that such direct costs were incurred as a consequence of CM/GC’s ordinarily negligent errors and omissions; however, CM/GC may not charge any costs against Contingency which were incurred due to CM/GC’s gross negligence or intentional misconduct, or any for rework of defective work. (Preventable amounts may be documented as a no-cost Change Order as circumstances may require, but will not be recognized as Change Orders that may otherwise increase Contract Sum.)

4. Non-Preventable Costs May Result in Change Orders Increasing Contract Sum and/or Contract Time. 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.

5. Costs may not be charged to contingency, however, if such costs are either (i.) within the scope of work of the plans and specifications bid or subcontract packages awarded, or (ii.) (ii.) included within the scope of Cost Items 1 (Pre-Construction and Bidding Services) or 4 (CM/GC General Conditions and General Requirements). On completion of Contract, 35% of unspent contingency shall be paid to CM/GC and Contract Sum will be adjusted accordingly. The remaining 65% of contingency shall be retained by Owner.
C. Construction (Phase II) portion of Contract Sum will be payable only following issuance of Document 00 5501-B (Notice to Proceed for Construction) and satisfaction of any applicable conditions therein. (See paragraph 2.03.B below.)

1.05. Maximum Contract Sum.
A. If sum of Phase I and Phase II portions of Contract Sum exceeds the Final GMP, then Final GMP will become Contract Sum. In such case, elements of Phase II portion of Contract Sum shall be reduced in the following order to the extent necessary:
   1. CM/GC Fee (Cost Item 3)
   2. CM/GC General Conditions and General Requirement (Cost Item 4)
   3. Contingency (Cost Item 5)
B. Additionally, except to the extent of any executed change orders referenced in Paragraph 7.03 below or other Contract Modifications pursuant to Contract Documents, under no circumstances may Contract Sum exceed the Final GMP.

1.06. Confirmation of Contract Sum.
Following bid/award and assignment and novation of all trade subcontracts into the Contract, Owner may complete and date Appendix A (Calculation of CM/GC’s Contract Sum) to this Document 00 5201 to memorialize the Contract Sum as described above.

1.07. Special Termination for Convenience.
A. In addition to all of its other rights and remedies under Contract Documents and at law, if any of the conditions in paragraph 1.07.B below occur before establishment of a Final GMP and Owner issues Document 00 5501-B (Notice to Proceed for Construction) Owner may terminate the Contract for Owner’s convenience. Following any such termination, and notwithstanding any other provision in the Contract Documents (including without limitation Document 00 7200 General Conditions Article 13), Owner shall not be required to pay, and CM/GC will not be entitled to receive, any of the Phase II portion of Contract Sum, and CM/GC’s compensation under the Contract Documents shall be limited exclusively to the Phase I portion of Contract Sum, to the extent CM/GC is otherwise entitled to receive it under the Contract Documents.
B. The conditions referenced in paragraph 1.07.A above are:
   1. If Trade Subcontractor bidding has progressed to a point where based thereon Contract Sum (without taking into account reductions under paragraph 1.05 above) would exceed the Owner Maximum Initial GMP.
   2. If, following completion of a sufficient amount of services under Document 00 5251 (Pre-Construction and CM/GC Services) to allow Owner to determine, in its reasonable good faith discretion, that it is likely that, following completion of Trade Subcontractor bidding, Contract Sum (without taking into account reductions under paragraph 1.05 above) would exceed the Owner Maximum Initial GMP.

ARTICLE II - CONTRACT TIME; COMMENCEMENT AND COMPLETION OF WORK

2.01. Phase I – Pre-Construction and Bidding Phase
A. CM/GC shall commence pre-construction and bidding (Phase I) services pursuant to Document 00 5251 on the date indicated in Document 00 5501-A (Notice to Proceed for Pre-Construction and Bidding) (Phase I Commencement Date).
B. CM/GC shall achieve Substantial Completion of Phase I within 100 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. CM/GC shall commence construction (Phase II) work on the date indicated in Document 00 5501-B (Notice to Proceed for Construction) (Phase II Commencement Date).
B. CM/GC shall achieve Substantial Completion of the entire Work 690 Days from the Phase II Commencement Date.
C. Contractor shall achieve Final Completion of the entire Work 780 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 and Bidding) 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. CM/GC has satisfactorily completed all pre-construction and bidding phase services required by Document 00 5251 (Pre-Construction and CM/GC Services).
   2. Owner has awarded all trade subcontracts required to execute the Phase II work of the Contract Documents.
   3. A Final GMP which is less than the Owner Maximum Initial GMP has been established.
   4. CM/GC 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 David Liggett, AIA, Architect 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.
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. CM/GC’s Project Manager
A. CM/GC has designated [________ or other] as its Project Manager to act as CM/GC’s Representative in all matters relating to the Contract Documents.

3.03. Architect/Engineer
A. LMN/TEF A Joint Venture furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

ARTICLE IV - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK
4.01. Liquidated Damage Amounts
A. As liquidated damages for delay CM/GC shall pay Owner Five Thousand dollars ($5,000) for each Day that expires after the time specified herein for CM/GC to achieve Substantial Completion of the pre-bidding and pre-construction phase services, until achieved.
B. As liquidated damages for delay CM/GC shall pay Owner Five Thousand dollars ($5,000) for each Day that expires after the time specified herein for CM/GC to achieve Substantial Completion of all Work, until achieved.

C. As liquidated damages for delay CM/GC shall pay Owner Five Thousand dollars ($5,000) for each Day that expires after the time specified herein for CM/GC to achieve Final Completion of all Work, until achieved.

4.02. Scope of Liquidated Damages
A. Notwithstanding the foregoing, Owner will forgive liquidated damages on Phase 1 if Phase II is timely completed.
B. Measures of liquidated damages shall apply cumulatively within each respective Phase but shall not apply cumulatively between the Phases; in other words; delays during Phase I which are compensated by payment of liquidated damages shall not by themselves result in payment of liquidated damages under Phase II.
C. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions) and 4.03 below.

4.03. Consequential Damages
A. Subject to the liquidated damages measures in Contract Documents, CM/GC shall have no liability for consequential damages arising out of the completion of the Work under Contract Documents, except to the extent that such consequential damages arise from or relate to:
   1. Costs or damages covered by valid and collectible insurance maintained by any Project participant, including without limitation the Owner, CM/GC, Trade Subcontractor or otherwise.
   2. Costs or damages arising from personal injury, death or property damage.
   3. Costs or damages resulting from defective work, and any associated damage to property or work.
   4. Costs or damages caused by intentional misconduct (contractual or legal) or gross negligence.
   5. Indemnity or defense obligations under Contract Documents.

ARTICLE V - CM/GC'S REPRESENTATIONS
5.01. In order to induce Owner to enter into this Agreement, CM/GC makes the following representations and warranties:

5.02. CM/GC has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, traffic, site access, and all local conditions and federal, state and local laws and regulations that in any manner 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 CM/GC and safety precautions and programs incident thereto. The CM/GC will conduct further investigations of the site and existing and local conditions during the pre-construction portions of this Contract.

5.03. CM/GC has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as built drawings, drawings or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00 3132 Geotechnical Data and Existing Conditions, or which may appear in the Drawings, and accepts the determination set forth in these documents and Document 00 7200 General Conditions of the limited extent of the information contained in such reports and drawings upon which the CM/GC may be entitled to rely. CM/GC agrees that except for the information so identified, CM/GC does not and shall not rely on any other information contained in such reports and drawings. CM/GC will conduct further investigations during the pre-construction portions of this Contract.
5.04. CM/GC has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 5.02 above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as CM/GC considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CM/GC for such purposes. CM/GC will conduct further investigations during the pre-construction portions of this Contract.

5.05. CM/GC has correlated 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. CM/GC has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and the written resolution thereof by Project Manager is acceptable to CM/GC.

5.06. CM/GC represents and agrees that it will perform a fiduciary role and responsibility with respect to the Owner in the execution of its responsibilities. CM/GC shall owe the Owner the duties of good faith, trust, confidence and candor, and it shall exercise a high standard of care in managing money and property under the Contract Documents. CM/GC will, to its best abilities, act in the best interests of the Owner to secure the timely and economical completion of the Work consistent with all quality standards in the Contract Documents. CM/GC will furnish construction administration and management services and use its best efforts to perform the Work in an expeditious and economical manner consistent with the interests of the Owner. CM/GC’s fiduciary duty shall not, however, be construed as limiting the CM/GC’s right in good faith to request legitimate increases in its Contract Sum based upon changes in the Work of the Contract Documents.

ARTICLE VI - CONTRACT DOCUMENTS

6.01. The Contract Documents which comprise the entire agreement between Owner and CM/GC 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 Bid Form
- Document 00 4820 Bidder Certifications
- Document 00 5201 Agreement
- Document 00 5205 Assignment and Novation Agreement (one for each Trade Subcontract)
- Document 00 5251 Pre-Construction and CM/GC Services
- Document 00 5501-A Notice to Proceed for Pre-Construction and Bidding Phase 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 6501 Agreement and Release of Claims
- Document 00 6600 Substitution Request Form
- Document 00 6801 Escrow Agreement for Security Deposits in Lieu of Retention
- Document 00 7200 General Conditions
- Document 00 7301 Supplementary General Conditions – CM/GC
- Document 00 7310 Supplementary Conditions – Owner Specified Items
- Document 00 7311 Supplementary Conditions – Insurance and Indemnification
ARTICLE VII - ASSIGNMENT

7.01. After award of this Contract, CM/GC shall commence performing Services as outlined in Document 00 5251. These Services include assisting Owner in bidding and award of between approximately 25 and 30 separate trade subcontracts that will thereafter be assigned and novated into this Contract by the execution of Document 00 5205 (Assignment and Novation Agreement). Owner intends to assign and novate each such trade subcontract into this Contract shortly after bidding, but reserves the right to administer one or more trade subcontracts for a period to be determined in Owner’s discretion. Assignment and novation of trade subcontracts shall be subject to the following terms.

7.02. After award of this Contract, Owner shall issue a separate change order(s) to CM/GC requiring it to execute the Document 00 5205 (Assignment and Novation Agreement) contained within this Contract and each of the trade subcontracts (each, an Assigned Contract). CM/GC will execute a Document 00 5205 for each trade subcontract as directed by Owner. Owner anticipates that it may issue between approximately 25 and 30 such change orders.

7.03. CM/GC shall accept and execute such change order(s) under the terms herein expressed. The amount of the change order shall be the full bid/award value of each Assigned Contract, adjusted by executed change orders (if any) (as so adjusted, Trade Subcontract Price), and reduced by progress payments made (if any) (Progress Payments). There shall be no markup on the change orders that requires CM/GC to execute each Document 00 5205.

7.04. Following execution of each Document 00 5205, CM/GC shall have full responsibility to complete the Work of this Contract and the additional work of each Assigned Contract, which shall then comprise the Work of this Contract. CM/GC shall perform such Work with adjustment to CM/GC’s Contract Sum as set forth in Paragraph 1.04.A above and as set forth in paragraph 7.05 below.

7.05. If the CM/GC under any Assigned Contract has submitted notices of disputed work or claims when the parties execute a Document 00 5205, then Owner will administer them as disputed Work noticed and claims submitted by the CM/GC (under this Contract). If an Assigned Contract has disputed Work or claims arising after executing Document 00 5205, then it shall be treated as disputed Work and claims under this Contract, and CM/GC must give notice of the disputed Work and present its documented claim to Owner as required by this Contract.

7.06. After executing a Document 00 5205, the Trade Subcontractor under the applicable Assigned Contract shall have no further direct rights against Owner.

7.07. Following the bid of the Trade Subcontracts and notice from Owner, CM/GC 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). CM/GC and its sureties shall agree to the following additional terms regarding any bonds:
A. Upon their delivery to the Owner, each bond shall have a penal sum in the amount of the Contract Sum determined in accordance with this Document 00 5201, adjusted as otherwise provided in the Contract Documents.

B. CM/GC and its sureties shall further increase the penal sum of each bond by the amount of any subsequently Assigned Contract’s Contract Price.

C. Each bond will apply to all Contract Work including, but not limited to, the Work of each Assigned Contract as if each Assigned Contract had always been a subcontract to the CM/GC (i.e., ab initio).

7.08. Following assignment and novation of trade subcontracts to CM/GC, Owner may complete and date Appendix B (Trade Subcontractors List) to this Document 00 5201.

7.09. Except as otherwise provided by this Article Contractor 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.

ARTICLE VIII - MISCELLANEOUS

8.01. Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4000 (Quality Requirements) 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, CM/GC 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 CM/GC, 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. CM/GC 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 CM/GC 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 City and County of San Francisco, 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 City and County of San Francisco.

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

2077-0022349576.4
Performing Arts Center Agreement
City College of San Francisco 00 5201 - 8 Addendum #8
August 14, 2012
CM/GC: [CM/GC’S NAME]

By: ______________________________
    (Signature)                     By: ______________________________
    (Signature)

Its: ______________________________
    (Signature)                     Its: ______________________________
    (Signature)

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

OWNER:
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By:______________________________
    (Signature)

______________________________
    (Print Name)

______________________________
    (Print Name)

______________________________
    (Signature)

______________________________
    (Print Name)

______________________________
    (Print Name)

Attest: _______________________
    Secretary

______________________________
    (Print Name)

APPROVED AS TO FORM AND LEGALITY
THIS __ DAY OF _____, [201__]

By:______________________________
    Attorney for Owner

______________________________
    (Print Name)

RESOLUTION NO. ____________________

END OF DOCUMENT
CALCULATION OF CM/GC’s CONTRACT SUM  
[See Paragraph 1.06 above]

<table>
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<th>Cost Item</th>
<th>Item</th>
<th>Amount ($)</th>
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<td>1.</td>
<td>Pre-Construction and Bidding Phase Services</td>
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<td>2.</td>
<td>Full bid/award value of all trade subcontracts</td>
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<td></td>
<td>assigned and novated to CM/GC*</td>
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</tr>
<tr>
<td>3.</td>
<td>CM/GC Fee</td>
<td>$__________</td>
</tr>
<tr>
<td>4.</td>
<td>CM/GC General Conditions and General Requirements</td>
<td>$__________</td>
</tr>
<tr>
<td>5.</td>
<td>Contingency</td>
<td>$__________</td>
</tr>
</tbody>
</table>

**CONTRACT SUM**

$__________

* Subject to any Trade Subcontractor adjustments as provided in ARTICLE VII - above.
** Not to exceed Final GMP.

Prepared by Owner on ______________, 20__.

END OF APPENDIX A
TRADE SUBCONTRACTORS LIST
[See Paragraph 7.08 above]

Prepared by Owner on _____________, 20___.

END OF APPENDIX B
1. Introduction and Summary.

1.1 Construction Manager/General Contractor ("CM/GC") shall provide Owner with professional pre-construction, bidding, construction management and general contractor services on the Project (Services). The Project shall proceed in two Phases, a Pre-Construction and Bidding Phase (Phase I) and a Construction Phase (Phase II). This Document 00 5251 defines the Services for each of the two Phases.

1.2 At all times during Phase II, CM/GC shall be fully responsible for the knowledge it gained, the Services it performed, and the obligations imposed in Phase I.

1.3 In general, during Phase I, CM/GC shall:
   a. Work diligently, aggressively and cooperatively with Owner and the design team, to provide constructability review, value engineering and bidding services to permit establishment of a final guaranteed maximum price (Final GMP) which does not exceed Owner’s Initial Maximum GMP (as defined in Document 00 5201 Agreement).
   b. Work diligently, aggressively and cooperatively with Owner to prepare bid packages for Owner to use to competitively bid the contracts for the trades on the Project, assist Owner in such bidding, and subject to paragraph 1.5 below accept assignment of the resulting contracts.
   c. Perform estimating services for each of the trade-work bid packages and for the entire Project.

1.4 In general, during Phase II, CM/GC shall:
   a. Serve as the general contractor for the Project.

1.5 After the trade contracts are awarded by Owner, Owner intends, but is not required to, assign all of those trade contracts to CM/GC, and the trade contractors shall become the CM/GC’s subcontractors on the Project.

1.6 Once trade contracts are assigned to CM/GC, there will be a limited change-order right for costs that could have been avoided by proper performance of the CM/GC’s Phase I services as set forth in more detail in this Document 00 5251.


2.1 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.

2.2 The Project Management Plan shall include, at a minimum, the following elements:
   a. Master Schedule to include Trade Subcontractor Bidding (including reasonable allowances for bid protests), important Owner milestones, timing for Phase I and Phase II, other contracts to be incorporated into the Project, and other Project-related items as requested by Owner. CM/GC shall provide initial Master Schedule to Owner within 30-days of Phase I commencement.
b. CM/GC Staffing Plan.

i. CM/GC will provide for itself a Staffing Plan applicable to both Phase I and Phase II (“Staffing Plan”). Staffing Plan shall identify Key Personnel by position, name, responsibility, and his or her planned periods of involvement with the Project, and be in form of Annex 1 to this Document 00 5251.

ii. All Key Personnel are subject to Owner’s approval. All Key Personnel will be devoted solely to this Project unless CM/GC identifies a lesser percentage in Staffing Plan and obtains Owner’s written approval. Key Personnel may not be substituted or removed from the Project, nor may their level of effort be reduced, without Owner’s written consent.

iii. In the event that any approved Key Personnel for any reason ceases to fill his or her position, within ten (10) days thereof, Contractor shall propose a replacement person for Owner’s approval.

c. Additional Consultants or Information Required. CM/GC 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, CM/GC 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 CM/GC by amendment to the Agreement.

d. Public Relations Activities. CM/GC 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. 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 CM/GC.

3. Project Reporting and Meetings.

3.1 CM/GC shall attend regular meetings, regularly scheduled, special meetings and all meetings required by Section 01 3100 and provide input.

3.2 CM/GC shall report to and receive instructions from Owner. CM/GC shall keep Owner’s responsible Project personnel, as designated from time to time, advised and informed on Project status and issues. CM/GC shall immediately report to Owner any conflicting instructions received from Owner representatives. All CM/GC 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.

3.3 Management Team Meetings. CM/GC shall hold a Management Team Meeting no less than once a month (or more often if necessary), at which Owner management, CM/GC’s Project Manager, Architect/Engineer (or designee), Project Inspector, and (at Owner’s option) other Owner representatives may attend (“Management Team Meeting”).

a. CM/GC shall use the Management Team Meeting to update Owner management on Project status and progress, review the Monthly Report, and shall specifically discuss any and all requirements for information from Owner, approvals, third-party approvals, meetings, or other activities required by Owner or its consultants to facilitate the Project, for the following four-week time period.

b. CM/GC shall keep written minutes of the Management Team Meetings, distributed within five business days of the meeting. CM/GC shall include in the minutes of the Management Team Meetings a 120-day and 40-day look ahead and listing of the principal tasks, requirements for
information (if any) from Owner, Architect/Engineer, required third-party approvals and preliminary meetings and any other work, activities or tasks by Owner or third parties within Owner’s control, necessary to complete the Project and keep the Project on schedule (“Owner’s task list”)

3.4 Board and Special Meetings. CM/GC’s Project Manager (or designee approved by Owner), appropriate staff and subconsultant personnel shall attend periodic Owner management, Board or special meetings as requested by Owner. Meetings will be conducted to review the work of CM/GC, including current and projected staffing assignments, resolve conflicts relating to CM/GC budget or progress payment invoices, CM/GC or subconsultant performance, CM/GC performance, required approvals to facilitate the Project, and/or other outstanding issues. These meetings will normally be held no less than twice monthly, or as necessary dependent on the Project’s activity levels and Owner needs. CM/GC shall keep written minutes of Management Meetings and distribute to appropriate parties within five business days of the meeting.


4.1 During Phase I, CM/GC shall review the Project Plans and Specifications for constructability. 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, any coordination issues apparent, and also design details or requirements that, in CM/GC’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 unnecessary expense and potential omission or overlap of work between trades and avoid the need for clarifications or changes during Phase II, to improve the function of the Project and to save time and cost. CM/GC 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.

4.2 CM/GC shall provide comments on sequencing of construction, phasing, means and methods, duration of construction of various building methods.

4.3 Also, during Phase I CM/GC 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, CM/GC shall list suggestions for cost savings or value engineering. CM/GC 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.

4.4 Owner may or may not approve any changes to Contract Documents proposed by CM/GC in connection with its constructability review or value engineering in its sole discretion.

4.5 For any of the foregoing changes which are not incorporated into the Plans and Specifications, CM/GC shall notify the Project team in writing and take appropriate actions to resolve any comments the CM/GC believes should be incorporated or otherwise addressed.

4.6 CM/GC shall incorporate estimate and other information described in paragraph 5 below in Services performed under this paragraph 4.

4.7 Without limiting the foregoing, CM/GC should note and comply with requirements in Section 01 1000 (Summary) 1.4.D with respect to Audio/Video Group II items.

5.1 Promptly following commencement of Phase I, CM/GC shall provide a detailed Project cost breakdown, including (i) estimated cost of construction by all Trade Subcontractors, both in the aggregate (Cost Item 2) and for each anticipated Trade Subcontract separately, and (ii) all other CM/GC 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 Owner Maximum Initial GMP identified in Document 00 5201.

5.2 CM/GC shall conduct market survey and research to test the accuracy of its estimates. These services shall include, at a minimum: ________________________ [INSERT?]

5.3 CM/GC 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 paragraph 4 above, and all other reasonably available information.

6. Scheduling, Phasing and Work Sequencing.

6.1 In addition to CM/GC’s other scheduling obligations under Contract Documents (e.g., Section 01 3100 Project Management and Coordination), working with Owner’s Project team, address timing and coordination of different phases of construction, potential early release of certain Trade Subcontractor packages, CM/GC 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. Submit the schedule and plan for Owner approval.

7. Bid Packaging and Bid Management.

7.1 CM/GC shall develop a strategy for packaging the Project’s construction Work into separate bid 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. (CM/GC’s first task will be to provide Owner, within one week of Phase I commencement, with a listing of all anticipated Trade Subcontractor bid packages.)

7.2 Following Owner approval, CM/GC 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, CM/GC shall work with Owner to obtain all (if any) required pre-approvals of Trade Subcontractor packages and estimates from the California State Chancellor’s Office and, following award, to obtain all required approvals for release of State funds for the Project, including without limitation California Department of Public Works and/or Department of Finance’s approval of construction contract award as provided in State Administrative Manual Section 6853.

7.3 CM/GC shall solicit interest from potential Trade Subcontractor bidders before and after developing the bid packaging. CM/GC shall incorporate this market feedback into the bid packaging strategy and estimates in paragraph 5 above and final GMP establishment in paragraph 8 below. CM/GC shall also take the necessary procedures to administer or assist Owner in administering any prequalification of potential Trade Subcontractors as directed by Owner. CM/GC shall provide an analysis of the types and quantities of labor required and review the availability of appropriate categories of labor required for critical phases. CM/GC shall make recommendations for actions designed to minimize adverse effects of labor shortages. CM/GC shall continue to solicit interest from qualified Trade Subcontractors.

7.4 CM/GC shall arrange for advertising of all Trade Subcontractor bid packages, and assist Owner in conducting pre-bid conferences and receiving and awarding Trade Subcontractor bids. Without limiting the foregoing, if and to the extent requested by Owner, CM/GC shall:
a. Prepare bidding documents, agreement, and other contract documents for each Trade Subcontract, based on Owner-provided forms to the extent requested. No such item shall be a Contract Documents for this CM/GC-Owner Contract, nor shall any such item limit or excuse any obligation contained in the CM/GC 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 CM/GC 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 CM/GC’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 both (i.) all flow-down items required by CM/GC’s Contract Documents (see, e.g., paragraph 7.6 below) and (ii.) all applicable items required by CM/GC (if any) which would apply only following assignment and novation of the Trade Subcontract to CM/GC.

c. Make recommendations to Owner regarding approaches for determining, addressing, administering, enforcing and flowing down to each separate Trade Subcontractor (i.) commencement and ending dates for performance of work, (ii.) interim and final milestones, and (iii.) liquidated damages for any breach.

d. Distribute bidding and contract documents to prospective bidders.

e. Attend pre-bid meetings and site visits, and respond to bidder inquiries.

f. Prepare addenda and distribute them to bidders.

g. Compile bids (taking into account any Owner-specified bid preferences) and prepare recommendations for award.

h. Prepare and distribute notices of intent to award and notices of award based on Owner-provided forms.

i. Assist Owner in handling bid protests.

j. Prepare final contract documents and transmittals for Trade Subcontractor and Owner execution.

k. Assist in obtaining all documents and signatures required to confirm state funding;

l. Prepare and distribute notices to proceed based on Owner-provided forms (if applicable); and

m. Prepare and distribute assignment and novation documents for execution by all parties thereto.

7.5 CM/GC shall conduct its Phase I Services to facilitate the uninterrupted bidding of the trade subcontracts necessary for the Project. CM/GC will develop and expedite bidding procedures for bid document issuance, bid tracking, and receipt of bids with regard to each of the subcontracts.

7.6 CM/GC shall be fully responsible for flowing down (i) to each Trade Subcontractor all terms, conditions and requirements of CM/GC’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 CM/GC’s Contract Documents, excluding only the administrative, management, supervisory and similar portions to be performed by CM/GC. These flow-down items include, without limitation:

a. All insurance and bonding requirements.
b. All indemnity, defense and hold harmless requirements.

c. All warranties and guarantees relating to the Work.

d. All consequences of delay and defective work, including without limitation liquidated damages.

e. All labor and small business requirements, including without limitations all requirements relating to prevailing wages, small business enterprise and local hiring, and all obligations under the Project Labor Agreement.

7.7 While Owner anticipates assigning and novating all Trade Subcontracts to CM/GC at one or more times it deems appropriate following bid and award, Owner reserves the right to administer each Trade Subcontract directly, and all Bid packages must be coordinated in such a manner as to allow Owner to do so or to continue to administer one or more Trade Subcontract separately without adverse Project impact.

7.8 Without limiting the foregoing, CM/GC should note and comply with requirements in Section 01 1000 (Summary) 1.3.F.4 with respect to access doors under Section 083115 – Access Doors and potential remediation work under Section 096050 – Testing And Remediation For Concrete Floors, and (if requested by Owner) Section 01 1000 (Summary) 1.3.E.2 with respect to signage under Section 101400 – Signage.

8. Final GMP Establishment and Timing

8.1 Based on its other Phase I Services, including without limitation Trade Subcontract bidding and services under paragraph 5 above, CM/GC shall use diligent, aggressive and cooperative efforts to permit establishment of a Final GMP which does not exceed the Owner Initial Maximum GMP identified in Document 00 5201 (Agreement). CM/GC acknowledges that the final Contract Sum (determined in accordance with Document 00 5201) may be less than, but shall not exceed, the Final GMP.

8.2 CM shall complete all Phase I Services required to permit establishment of a Final GMP satisfying the requirements of paragraph 8.1 above not later than 100 Days following the Phase I Commencement Date (as provided in Document 00 5201 Agreement) (Phase I Period). Establishment of such a Final GMP within the Phase I Period may be subject to final approvals by the State of California (such as the Community College Chancellor and Division of Finance), but except for such qualifications must be established during the Phase I Period.

8.3 Owner may, for good cause shown, extend the Phase I Period beyond 100 Days, but Owner will extend the Phase I Period by more than 20 only in the event of an Owner interference that was not reasonably preventable by CM/GC in performing its Services under the Contract Documents.


9.1 CM/GC shall conduct the necessary research, investigations and inquiry to determine and verify that Owner, CM/GC and any other Project participants, have made application for and/or have secured all building permits, special permits, approvals, as well as filed necessary reports or compliance materials, necessary for construction work or for the permanent improvements/financing/permitting/operation of the Project. CM/GC shall verify that responsible parties have secured such permits, paid applicable fees and assessments, or filed necessary reports and/or materials. CM/GC shall assist and coordinate efforts of the Owner, the Architect/Engineer, and other consultants in connection with Owner’s responsibility for filing documents required for approvals of government authorities having jurisdiction.
9.2 If applicable, CM/GC shall verify that Owner has applied for any applicable utility permits and has paid any applicable fees and assessments; assist Owner in obtaining approvals from authorities having jurisdiction over the Project; shall coordinate any on-site activities of utility companies, materials and soils testing Architecting and regulatory agencies; and shall coordinate any utility outages or other connections or re-routing of services.

9.3 CM/GC shall assist Owner in obtaining statutory approvals or local approvals, i.e., Division of State Architect/Engineer, State Fire Marshal, etc.

10. CM/GC’s Construction Responsibilities.

10.1 At all times during Construction, CM/GC shall be fully responsible for the knowledge it gained, the Services it performed, and the obligations imposed during Phase I.

10.2 Following the award of the Trade Subcontracts, CM/GC 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. CM/GC shall issue a written notice to Owner five business days prior to the start of construction for each Trade Subcontractor package. CM/GC 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. CM/GC’s construction responsibilities are further described in the Contract Documents, and include the following.

10.3 Provide overall management control and coordination of all the parties involved in Project’s construction phase including, but not limited to, all Trade Subcontractors, direct material suppliers or equipment suppliers, Project Inspector, DSA, inspection and testing companies, surveyors, state and local authorities, Architect/Engineer, and all pertinent Owner departments.

10.4 Prepare and process letters, paperwork and other related elements for the administration of the Project. Maintain construction files to properly organize and keep all necessary documents.

10.5 Provide, install and maintain a computerized data management, communication and retrieval system with suitable PC type equipment, to maintain fully computerized, integrated and coordinated change order, PCO, RFI tracking, and deficiency lists. (Owner reserves the right to specify software.)

10.6 Coordinate access to the work by Owner’s inspection personnel for random job site visits. Document preconstruction conditions of the site and adjacent improvements through photographs and advise if other measures are reasonably necessary.

10.7 Ensure that as-built documents are being recorded as construction progresses and deliver these documents to Owner when construction is complete. CM/GC shall make its best efforts to see that the documents are organized, indexed and complete.


11.1 Neither CM/GC nor any affiliated entity may perform work for any Trade Subcontractor on any individual Trade Subcontract, nor may CM/GC or any affiliated entity perform construction work at the Site.


12.1 All CM/GC staff shall be mobilized and assigned to the Project in accordance with the Construction Staffing Plan approved by Owner during Phase I.
## ANNEX 1

### CONTRACTOR KEY PERSONNEL

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Mobile Number</th>
<th>Office Number</th>
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<tbody>
<tr>
<td>Principal in Charge</td>
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<td>Safety Manager</td>
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DOCUMENT 00 5501-A

NOTICE TO PROCEED FOR PRE-CONSTRUCTION AND BIDDING (PHASE I)
(CM/GC)

Dated: ______________________, 20__

To: ______________________
(CM/GC)

Address: ____________________________________________

________________________________________________________

CONTRACT FOR: SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
PERFORMING ARTS CENTER
CONTRACT NO: DSA-109318

You are notified that Contract Time for pre-bidding and pre-construction phase services under the above Contract will commence to run on ___________________________ [201__]. On that date, you are to start performing your pre-bidding and pre-construction phase services obligations under the Contract Documents. In accordance with Article 2 of Document 00 5201 (Agreement), the date of Substantial Completion of the pre-bidding and pre-construction phase services is ____________________ [201__].

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

1. __________
2. __________
3. __________ [for consideration]

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By: __________________________________________

Its: _________________________________________

Date: _________________________________________

END OF DOCUMENT
DOCUMENT 00 5501-B

NOTICE TO PROCEED FOR CONSTRUCTION (PHASE II)
(CM/GC)

Dated: ______________________, 20__

To: ______________________________
(CM/GC)

Address: ____________________________________________

____________________________________________________

CONTRACT FOR: SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
PERFORMING ARTS CENTER
CONTRACT NO: DSA-109318

You are notified that the Contract Time for bidding and construction phase services and work under the above Contract will commence to run on __________________________ [201__]. On that date, you are to start performing your bidding and construction obligations under the Contract Documents. In accordance with Article 2 of Document 00 5201 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____________________, [201__] and ____________________, [201__], respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. [Other]

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By: ______________________________

Its: ______________________________

Date: ______________________________

END OF DOCUMENT
KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT ("Owner"), a political subdivision of the State of California, has awarded to (Name of Contractor) as Principal Contract Number ________ dated the ________ day of __________, 20__, (the “Contract”) for the PERFORMING ARTS CENTER PROJECT is by this reference made a part hereof, for the work of the following Contract:

Construction of a new, two-story, Performing Arts Center building with classrooms and performing arts facility for the Departments of Music and Theatre Arts. The programmed design includes space for 650-seat Proscenium Theatre-Auditorium, 150-seat Studio Theatre, 150-seat Recital Hall, Production Support, Faculty Offices, Classrooms and building support areas. Project site is located at the City College of San Francisco Campus, San Francisco, California, on west side of Phelan Avenue at the site of the Balboa Reservoir.

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

1.03 NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) as Surety are held and firmly bound unto Owner in the sum of [Insert “Total Bid Price” identified in CM/GC's Bid; subject to further revision as Trade Subcontracts are bid out and assigned and novated to CM/GC per Contract Documents (e.g., Documents 00 5201 Agreement and 00 5205 Assignment and Novation Agreement)] to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

1.05 No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

1.06 Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
A. Undertake through its agents or independent Contractor’s (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety’s total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term “balance of the Contract Sum,” as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

1.07 Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the others.

1.08 Surety may not use Contractor to complete the Contract absent Owner’s Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.

1.09 No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

1.10 Surety shall join in any proceedings brought under the Contract upon Owner’s demand, and shall be bound by any judgment.

1.11 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: __________________________

Name and Title: ______________________

Address: ___________________________

SURETY

Company: (Corp. Seal)

Signature: __________________________

Name and Title: ______________________

Address: ___________________________
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND
(CM/GC)

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT ("Owner"), a political subdivision of the State of California, has awarded to (Name of Contractor) as Principal Contract Number dated the day of ____________, 20__ (the “Contract”) for the PERFORMING ARTS CENTER PROJECT is by this reference made a part hereof, for the work of the following Contract:

comprises construction of a new, two-story, Performing Arts Center building with classrooms and performing arts facility for the Departments of Music and Theatre Arts. The programmed design includes space for 650-seat Proscenium Theatre-Auditorium, 150-seat Studio Theatre, 150-seat Recital Hall, Production Support, Faculty Offices, Classrooms and building support areas. Project site is located at the City College of San Francisco Campus, San Francisco, California, on west side of Phelan Avenue at the site of the Balboa Reservoir.

A. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

B. NOW, THEREFORE, we, the undersigned Principal and (Name of Surety), as Surety, are held and firmly bound unto Owner in the sum of [Insert 100% of the “Total Bid Price” identified in CM/GC’s Bid; subject to further revision as Trade Subcontracts are bid out and assigned and novated to CM/GC per Contract Documents (e.g., Documents 00 5201 Agreement and 00 5205 Assignment and Novation Agreement)] for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

C. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.

D. This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.

E. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
F. Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the other.

G. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

H. IN WITNESS WHEREOF, we have hereunto set our hands this ______ day of ______, 20___.

**CONTRACTOR AS PRINCIPAL**  
**SURETY**

Company: (Corp. Seal)  
Company: (Corp. Seal)

_________________________  
Signature

_________________________  
Name

_________________________  
Title

_________________________  
Address:

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ARTICLE 1 – SUMMARY

1.01 This Document 00 7301 includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions) and Division 1 General Requirements.

ARTICLE 2 – CROSS-REFERENCES

2.01 Notwithstanding any other provision in the Contract Documents, any reference to any General Requirements Section, or portion thereof, shall mean and refer to Contract Document or applicable portion thereof which addresses the topic at issue.

ARTICLE 3 – TIMING OF NOTICE TO PROCEED

3.01 Document 00 7200 (General Conditions) paragraph 3.2, is hereby deleted, and amended and restated to read in full as follows:

Owner may give a Notice to Proceed at any time within 120 Days after the Notice of Award, and Contract Time shall commence to run as provided in paragraph 3.1.2 above. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE 4 – [OMITTED]

ARTICLE 5 – NO SELF-PERFORMED WORK

5.01 Neither CM/GC nor any affiliated entity may perform work for any Trade Subcontractor on any individual Trade Subcontract, nor may CM/GC or any affiliated entity perform construction Work at the Site.

ARTICLE 6 – MODIFICATIONS TO CODE REQUIREMENTS

6.01 Notwithstanding any other provision of Contract Documents, the following Building Codes shall apply to Work of Contract Documents:
<table>
<thead>
<tr>
<th>Code Type</th>
<th>Code Title</th>
<th>Technical Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>2001 California Building Standards Administrative Code</td>
<td>CCR, Title 24, Part 1</td>
</tr>
</tbody>
</table>
| Building | 2001 California Building Code  
| Accessibility | 2001 California Building Code  
2004 Amendments | Chapter 11B, CCR, Title 24, Part 2, Volume 1: California amendment to the Uniform Building Code |
| Accessibility | Federal 2010 ADA/ABA Accessibility Guidelines | |
| Mechanical | 2001 California Mechanical Code | CCR, Title 24, Part 4: based on the 2000 Uniform Mechanical Code |
| Energy | 2005 California Energy Code | CCR, Title 24, Part 6 |
| Elevator | 2001 California Elevator Safety Construction Code | CCR, Title 24, Part 7 |
| Fire | 2001 California Fire Code | CCR, Title 24, Part 9, Base on the 2000 Uniform Fire Code |

**ARTICLE 7 – RESTRICTIONS ON CONTRACT MODIFICATIONS**

7.01 CM/GC is hereby reminded that Public Contract Code Section 20659 prohibits any Contract Modification which exceeds 10 percent of the original Contract Sum. Any Contract Modification which violates such section is void and shall be of no force or effect.

**ARTICLE 8 – PERFORMANCE SPECIFICATIONS/DEFERRED APPROVALS**

8.01 Contract Documents include performance standards/design and build requirements for elements of the building systems and building components. CM/GC is fully responsible for final design of these items. CM/GC shall review and include all costs for these items in CM/GC Initial GMP. CM/GC must submit to Architect/Engineer all required final plans and specifications for these items in accordance with Section 01 3300 (Submittals). Items subject to this paragraph 8.01 include the following:

1. Aluminum Glazed Curtain Walls and Windows (Building Envelope Design Requirements) (Section 01 4450)
2. Elevator Guide Rails and Support Brackets (Section 141200)
3. Elevator Guide Rails and Support Brackets (Section 141400)
4. Orchestra Enclosure (Section 116113)
5. Performance Rigging (Section 116133)
6. Fire Sprinklers and Standpipes (Division 21)

8.02 All items referenced in paragraph 8.01 above are also “deferred submittal” items under Title 24, Part I. For deferred submittal items, CM/GC must submit to Architect/Engineer all required final plans and specifications for these items in a timely manner that allows a minimum of 28 days for Architect review and 30 working days for DSA's initial plan review. All DSA comments related to CM/GC’s plans and specifications must be addressed to the satisfaction of the DSA plan check division before Owner or Architect will accept the submitted items.

8.03 Some item referenced in Division 1 Specifications require mock-ups as part of the DSA and Owner review and approval. These mock ups are required for visual features, workmanship, and quality of materials and workmanship. These items are listed in section 01-014550 – “Mock UPs”, for review, approval, and rework of elements requiring performance criteria, see related specification sections.

8.04 Elevator alternate (Alternate 3—see Section 01 1000-1.3.G) has some design build items for structural, mechanical, electrical, and plumbing for a complete working elevator. Except with respect to inclusion of costs in Initial CM/GC GMP, all requirements of paragraphs 8.01 and 8.02 above will apply to this alternate if accepted by Owner.

ARTICLE 9 – PREVAILING WAGES MONITORING AND ENFORCEMENT, ETC.

9.01 Subject to completing an amendment of Owner's Project Labor Agreement (see Document 00 7350 Project Labor Agreement), Owner intends to engage the City and County of San Francisco’s Office of Labor Standards Enforcement (“OLSE”) to perform various services in connection with the administration, monitoring and enforcement of prevailing wages.

9.02 If for any reason Owner is unable to so engage OLSE, as the Project is being partially funded with state bond funds, Owner anticipates that prevailing wage monitoring and enforcement will be performed, at least in part, by the Department of Industrial Relations' Compliance Monitoring Unit (“CMU”) per Labor Code Section 1771.3 and applicable regulations. Owner further reserves the right to engage any other consultant, advisor or third-party (together, “designee”) in connection with the administration, monitoring and enforcement of prevailing wages, as well as in connection with apprenticeship requirements, local hire requirements and small business enterprise requirements.

9.03 CM/GC and all Subcontractors shall cooperate fully with OLSE, CMU, Owner and their designees in all such matters, at their sole cost and expense. Without limiting the foregoing:

A. CM/GC shall submit certified payrolls, at such times (including weekly) and in such manner (hard-copy or electronically, such as through Elation Software), including signatures and other certifications, as OLSE, Owner or CMU may request.

B. CM/GC and all Subcontractors agree:

1. That Owner, OLSE, CMU and their designees may engage in random inspections of job sites and to have access to employees, employee time sheets, inspection logs, payroll records and employee paychecks.

2. To maintain a sign-in and sign-out sheet showing which employees are present on the job site;

3. That Owner, OLSE, CMU and their designees may audit such records of CM/GC and Subcontractors as it reasonably deems necessary to determine compliance with all applicable prevailing wage and other labor standards. Failure to comply with these requirements may, among other things, result in penalties and forfeitures consistent with California Labor Code section 1776(g), as amended from time to time.
9.04 CM/GC shall insert in every Subcontract or other arrangement for performance of work or labor on the Project (including without limitation, all contracts with Trade Subcontractors) a provision that each Subcontractor shall comply with all obligations of this Article.

ARTICLE 10 – COORDINATION AND COOPERATION WITH SEPARATE OWNER VENDORS

10.01 Contract Documents, including without limitation Section 01 1000 (Summary) paragraph 1.4, identify various furniture, fixtures and equipment to be furnished and (in some cases) installed by vendors and contractors under separate contracts with Owner. CM/GC shall assume the same responsibilities, duties and obligations toward such vendors and contractors, and Owner and such contractors and vendors shall have the same rights, as apply to “other contractors” under Document 00 7200 (General Conditions) Article 6.

ARTICLE 11 – OTHER CHANGES

11.01 Document 00 7200 General Conditions Paragraph 9.1.2 is hereby deleted, and amended and restated to read in full as follows:

“9.1.2 Extended Guaranties: Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to supply Owner with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers, and reasonably assist Owner in enforcing such warranties and guaranties throughout their respective terms.”

11.02 Document 00 7311 Insurance and Indemnification: Article 2, Alternative Use of Project-Specific Insurance or OCIP, and Appendix 1, Template Owner Controlled Insurance Program, are hereby deleted.

END OF DOCUMENT
DIVISION 1 GENERAL REQUIREMENTS
SECTION 01 1000

SUMMARY
(CM/GC)

PART 1 GENERAL

1.1 SUMMARY

A. Section includes summary of Work including:
1. Work Covered By Contract Documents
2. Bid Items, Cost Items, Allowances, and Alternates
3. Work Under Other Contracts
4. Future Work
5. Work Sequence
6. Work Days and Hours
7. Cooperation of Contractor and Coordination with Other Work
8. Maintenance, Product Handling, and Protection
9. Partial Occupancy/Utilization Requirements
10. Contractor Use of Premises and Coordination with Owner
11. Lines and Grades
12. Protection of Existing Conditions, Structures, and Utilities
13. Damage to Existing Property
14. Noise Control
15. Dust Control
16. Parking
17. Laydown/Staging Area
18. Permits
19. Punch List Verification
20. Unfavorable Construction Conditions
21. Construction Site Access
22. Site Administration
23. CEQA Mitigations
24. NPDES Stormwater Permit Requirements
25. Products Ordered In Advance
26. Owner-Furnished Products

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Work comprises the Performing Arts Center Project, including the following components:
1. New, two-story, Performing Arts Center building with classrooms and performing arts facility for the Departments of Music and Theatre Arts.
2. The programmed design includes space for 650-seat Proscenium Theatre-Auditorium, 150-seat Studio Theatre, 150-seat Recital Hall, Production Support, Faculty Offices, Classrooms and building support areas.
3. Project site is located at the City College of San Francisco Campus, San Francisco, California, on west side of Phelan Avenue at the site of the Balboa Reservoir.
4. Contractor shall construct Project under Construction Manager/General Contractor structure as provided in Contract Document
5. Project must satisfy all applicable requirements to obtain LEED Silver Certification. See Section 011100 for certain LEED requirements.
6. Refer to Project Directory, Document 00 0007 for Owner, Architect/Engineer and Consultant contacts.
B. Furnish all labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents.

C. The Work of this Contract includes work covered by the lump sum base bid and alternates (if any) as shown in Document 00 4001 (Bid Form) and other cost items described in this Section.

D. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.

E. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.

F. Contractor’s use of the premises for Work and storage is limited to the area indicated.

G. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, low voltage etc.) at the Site and/or required to perform the Work. See also Section 015000 (Temporary Facilities and Controls)

H. Existing materials and equipment removed and not reused as a part of the Work shall be returned to Owner. Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated to be salvaged and reused or to remain the property of Owner. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work.

I. Salvaged items not to be reused in the Work, but to remain Owner’s property shall be delivered by Contractor in good condition to Owner at: [ENTER ADDRESS]

J. Any items specified or indicated to be salvaged which are damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by Contractor in kind or with new items.

K. Contractor may furnish and install new items instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor’s property.

L. Existing materials and equipment removed by Contractor shall not be reused in the Work, except where so specified or indicated. Remove, cut, alter, replace and repair existing equipment and casework, as necessary to install new Work. Except as otherwise shown or specified, do not cut, alter or remove any structural Work, and do not disturb any ducts, plumbing, steam, gas, or electrical Work without approval of Owner. Existing Work (walls, structures, partitions, floors, mechanical and electrical Work, etc.) disturbed or removed as a result of performing required new Work, shall be restored to the original conditions. Existing Work to be altered or extended and that found to be defective in any way, shall be reported to Owner before commencing Work. Materials and workmanship used in restoring Work, shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.

M. Prior to Bid, Contractor shall review all existing facilities that are related to this Contract and shall be familiar with all utilities requirements and construction.

1.3 BID ITEMS, COST ITEMS, ALLOWANCES, AND ALTERNATES

A. Any Bid or Cost Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid or Cost Items or prices therefore.

B. Payment of all items is subject to provisions of Contract Documents, including without limitation Section 01 2000 (Measurement and Payment).

C. For all Bid and Cost Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Item, or unit of Work, shall be deemed incorporated into the description of each Bid or Cost Item (whether Lump Sum, Unit Price).

D. Descriptions of Lump Sum Bid and Cost Items (listed by Cost Item Numbers). Contractor shall develop its schedule of values and monthly payment applications to track progress, pricing and completion of each bid and cost item. Bid and Cost items are not intended to be exclusive
descriptions of work categories and Bidder shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid or Cost Item as shown and specified:

1. **Bid and Cost Item 1. Pre-Construction and Bidding Services:** See Document 00 5251 (Pre-Construction and CM/GC Services). All Phase I Work identified in Document 00 5251 paragraph 7 (Bid Packaging and Bid Management) shall be included in Cost Item 1B (Pre-Construction - Bidding Services); all other Phase I Work identified in Document 00 5251 shall be included in Cost Item 1A (Pre-Construction – Design Services).

2. **Cost Item 2. Aggregate Trade Subcontract Cost:** As provided in Document 00 5201 (Agreement), para. 1.04.A; also E. and F. below.

3. **Bid and Cost Item 3. CM/GC Fee:** All CM/GC fees, profit and margins of all types, home-office overhead and assumption of risk assigned to CM/GC under the Contract Documents, including without limitation all items identified on Appendix A hereto.

4. **Bid and Cost Item 4. CM/GC General Conditions and General Requirements:** All CM/GC general conditions and general requirements items, including without limitation all bonds, insurance and taxes, including without limitation all items identified on Appendix B hereto.

5. **Bid and Cost Item 5. Contingency.** As provided in Document 00 5201 (Agreement).

### E. Descriptions of Unit Price Items and Basis of Measurement for Payment

1. See Sections 012700 Unit Prices, 083115 – Access Doors and 096050 – Testing And Remediation For Concrete Floors. However, for purposes of cost estimating and Final GMP establishment under Document 00 5251 (Pre-Construction and CM/GC Services) and Document 00 5201 (Agreement) only, these will be treated as allowance items. See paragraph 1.3F.4 below.

2. In addition to items described in paragraph 1.3E.1 above, Owner reserves right to request appropriate Trade Subcontractor(s) to bid unit prices for work required by 101400 – Signage. However, for purposes of cost estimating and Final GMP establishment under Document 00 5251 and Document 00 5201, Cost Item 2 (Aggregate Trade Subcontractor Cost) shall include total costs for work of 101400 – Signage, including types, with messages and in quantities of signs identified in that section, message schedule 013012a., and sign schedule 013012b., and with final cost of work for signage to be based on the unit price(s) provided by applicable Trade Subcontractor(s).

### F. Allowances:

1. Allowance work shall be done as Change Orders and as specified in Section 01 2500 (Contract Modification Procedures). Identify Allowance Items work on the Progress Schedules and on Applications for Payment.

2. The amounts given below with each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in Cost Item 2 (Aggregate Trade Subcontractor Cost).

3. If the cost of work done under any Allowance Item is less than the amount given below for that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given below and the cost of work actually done. If the cost of work done under any Allowance Item is greater than the amount given below for that Allowance Item, the Contract Sum shall be increased by the difference between the amount given below and the cost of work actually done.

4. **Scope of Allowances:**
   a. **Section 083115 – Access Doors.** Cost Item 2 (Aggregate Trade Subcontractor Cost) shall include a $50,000 allowance amount for 50 of each of the five types of access doors (total 250 doors) under Section 083115 – Access Doors. However, CM/GC shall require appropriate Trade Subcontractor(s) to bid access doors as unit price items (units of one door each) based on types and quantities included in section, and final cost of work for access doors will be based on the unit price(s) provided by applicable Trade Subcontractor(s).
   
   b. **Section 096050 – Testing And Remediation For Concrete Floors.** Cost Item 2 (Aggregate Trade Subcontractor Cost) shall include a $120,000 allowance amount for potential concrete floors remediation work under Section 096050 – Testing And Remediation For Concrete Floors. However, CM/GC shall require appropriate Trade
Subcontractor(s) to bid this remediation work as a unit price item (unit of 100 sq. ft.) based on estimated quantity to be provided by Owner, and final cost of work for this remediation work will be based on the unit price(s) provided by applicable Trade Subcontractor(s).

G. Alternates:
   a. Add Alternates 1 and 2, Planting Along West Side of Project Site. See Landscape Drawings, which show Add Alternates 1 and 2 for planting along the west side of the Project Site, along the property line and along the Multi-Use Building.
   b. Add/Deduct Alternate 3, Gearless Traction Elevator in Lieu of Hydraulic Elevator. See Section 142400-2.11

Notwithstanding any inclusion of any Alternates selected by Owner in Award of Contract or the Contract Documents, (a) Contractor shall not proceed with any Alternate without receiving a written notice to proceed from Owner, (b) Owner may, at any time, accept any Alternate from the Contract Documents and adjust (up or down, as applicable) Contract Sum by the Bid amount for the item without any other cost to Owner or payment of any other amount to Contractor.

1.4 WORK UNDER OTHER CONTRACTS

A. Any Work to be performed by a Trade Subcontractor whose Trade Subcontract is not assigned and novated to CM/GC. CM/GC shall nevertheless coordinate with these contracts for these outside contractors to perform their work.

B. Final installation of security devices and connection to the campus’ security system by Owner’s Vendor: Sonitrol.

C. Final connection and configuration of fire alarm system to campus’ monitoring system by Owner’s Vendor: Pacific Auxiliary Fire Alarm (PAFA).

D. Audio/Video Group II: Owner’s Vendor will provide, installation and configuration the audio & video systems. CM/GC will review and be responsible for the scope requirements of the electrical contractor per Sections 269098 and 269099. CM/GC will verify, provide, and install the infrastructure for this system, and aid Vendor in making final connections. See Drawings, specifically the interior elevations, for further information.

E. FFE Group I: Per sheet A520, the Equipment Schedule show those items that are Owner vs Contractor furnished and Owner vs Contractor installed. All items without designation are Contractor Furnish and Contractor Installed.

F. FFE Group II are all Owner Furnished, Owner Installed. CM/GC shall coordinate this work.

G. With respect to paragraphs B.-F. above, see Document 00 5251 (Pre-Construction and CM/GC Services) paragraph 6.1 for pre-construction schedule and planning requirements and Document 00 7200 (General Conditions) Article 6 and Document 00 7301 (Supplementary General Conditions – CM/GC Items) Article 10 for coordination and cooperation requirements.

1.5 FUTURE WORK [N/A]

1.6 WORK SEQUENCE

A. For purposes of satisfying Contract milestones, Contractor shall perform Work in the following Phases:
   1. Phase I: Pre-Construction and Bidding Phase
   2. Phase II: Construction Phase

B. Contractor shall achieve Substantial Completion of all Phase I Work and Owner shall issue Document 00 5501-B (Notice to Proceed for Construction) before commencing any Phase II Work.

C. Without limiting the foregoing, Contractor shall construct Work in stages and at times to accommodate Owner operation requirements during the construction period; and shall coordinate all construction schedules and construction operations with Owner.
D. Contractor acknowledges that shoring will be required to maintain a safe excavation and to protect facilities, including both existing and recently constructed under this Contract. All expenses for shoring of excavations shall be included in the appropriate cost items.

E. Contractor acknowledges that management of surface and groundwater will be required at the Site, particularly during and after rain. Contractor shall take all appropriate measures, including, but not limited to, dewatering, pumping, diversion and removal of surf ace and ground water from the Site and adjacent property, lime treatment where necessary, to prevent accumulations of water and to facilitate reasonable construction progress during and after rains. See also paragraph 1.25 below and Section(s) 015700 and SWPPP.

1.7 WORK DAYS AND HOURS

A. Normal working days and hours: Monday-Friday inclusive, 7:30 a.m.-8:00 p.m. Monday through Sunday, local time, or as approved in writing by Owner representative. Notwithstanding any approval to perform Work during any other hours, under no circumstances may any Work outside of these hours exceed 5dB at the property line.

B. Work at the Site on evenings (except as provided above), Sundays or holidays is not permitted, unless Contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion. In the case of Work by Contractor other than normal working hours identified in paragraph 1.7A above, Contractor shall be responsible for any additional inspection costs incurred by Owner. Such costs may be withheld from any succeeding monthly progress payment.

C. Connections to or Alterations of Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections or alterations to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric, as the Plans require. In each case, Contractor shall provide advance notice to and receive permission from Owner or the owning utility prior to undertaking any connection or making any alteration.

D. Contractor shall protect facilities against deleterious substances and damage.

1.8 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

A. Contractor shall coordinate with Owner and any Owner forces, or other contractors and forces, as required by Document 00 7200 (General Conditions), Article 6.

B. Contractor shall submit all required Coordination Drawings as soon as practical to insure efficient installations and to avoid conflicts. The timing of said submittals may vary depending on the timing of shop drawing approvals and equipment and material submittals, but must be in time to allow for proper review and approval before the start of work associated with the coordination drawings.

C. Contractor shall coordinate the construction schedule with the schedule of Owner for normal power service installation. See Section 015000.

1.9 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

A. Contractor shall transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.

B. Hazardous substance compliance: Contractor shall provide Owner with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.

C. Packaging: Contractor shall provide packaged material in manufacturer’s original containers with seals unbroken and labels intact until incorporated into the Work.

D. Contractor shall remove all damaged or otherwise unsuitable material and equipment promptly from the Site.

E. Protection: Contractor shall protect all finished surfaces.

F. Asbestos Removal. If, during the progress of the Work, suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and immediately notify Owner, and engage an asbestos removal Subcontractor to verify the materials and, if necessary,
encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.

G. Asbestos Removal Subcontractor’s Qualifications. The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations that govern this work. The Subcontractor shall demonstrate to the satisfaction of Owner that it has successfully completed at least three asbestos removal projects, that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. Liability insurance covering the asbestos abatement work shall be provided as specified in the Supplementary Conditions.

H. Asbestos Removal Methods. The asbestos removal Subcontractor shall submit a work plan of its proposed removal procedure to Owner before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.

I. Cost of maintenance of systems and equipment prior to either Substantial Completion or Final Completion will be considered as included in prices bid and no direct or additional payment will be made therefore.

1.10 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

A. Contractor shall allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.

B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the overall Work.

C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.

D. If so requested by Owner, Contractor shall make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.

1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.

2. Contractor shall make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.

3. Itemized list noted above shall be basis for commencement of warranty period for equipment.

4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.

E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.

F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 7200 (General Conditions).

G. Use by Owner of Work or part thereof as contemplated by this Section 00 1000 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.

H. Owner may specify in the Contract Documents that portions of the Work shall be substantially completed on dates prior to substantial completion of all of the Work. Contractor shall notify Owner’s Representative and Architect/Engineer in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

2077-002353246.7
Performing Arts Center
City College of San Francisco 01 1000 - 6 Addendum #8
August 14, 2012
1.11 CONTRACTOR USE OF PREMISES AND COORDINATION WITH OWNER

A. Contractor shall confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.

B. Contractor shall not unreasonably encumber Project Site with materials or equipment.
   1. Contractor shall limit use of premises for work and for storage. No storage of construction materials outside designated areas will be permitted.

C. Contractor shall assume full responsibility for protection and safekeeping of products stored on premises.

D. Contractor shall move any stored products that interfere with operations of Owner or other contractor.

E. Contractor shall coordinate parking, storage, staging, and work areas with Owner, and comply with all other Contract documents requirements.

1.12 LINES AND GRADES

A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.

B. Existing topography has been documented on C1.10-note that CM/GC’s surveyor must conform to the Project’s survey datums and points and document any discrepancies with the current documentation. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work. See Section 017250 Field Engineering.

C. Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish at its cost competent persons and such tools, stakes, and other materials as Owner (and/or any Architect/Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.

D. Contractor shall keep Owner informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by Owner may be done with minimum inconvenience to Owner and minimum delay to Contractor.

E. Contractor shall remove and reconstruct Work which is improperly located.

1.13 PROTECTION OF EXISTING STRUCTURES, UTILITIES AND SPECIAL CONDITIONS

A. For all work involving trenching or excavation of any type, Contractor shall locate all known existing installations and underground facilities, before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.

B. Additional utilities whose locations are unknown to Owner are suspected to exist. Contractor must be alert to their existence and, before excavation Work begins, shall develop appropriate safety measures to prevent harm to such additional utilities and then employ those safety measures during the Work. Contractor also, before excavation Work begins, shall develop a delay mitigation strategy to employ if additional utilities are encountered. If additional utilities are encountered, Contractor must immediately begin delay mitigation efforts and report to Owner for disposition of the Work affected by the additional utility discovery.

C. Additional special underground conditions whose locations are unknown to Owner may exist, including without limitation Native American burial sites. Before excavation Work begins, Contractor shall develop, submit for review and employ appropriate safety measures during the Work to prevent harm to such special conditions and develop a delay mitigation strategy to employ if such special conditions are encountered. If such additional special conditions are encountered, Contractor must immediately notify Owner, coordinate with Owner as necessary or requested, begin delay mitigation efforts, and report to Owner for disposition of the Work affected by the discovery of the underground condition.

D. In addition to reporting, if a utility or special underground condition is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).

E. Additional compensation or extension of time on account of utilities or other special underground condition not indicated or otherwise brought to Contractor's attention including reasonable action
taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.14 DAMAGE TO EXISTING PROPERTY
A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, Owner.
B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
C. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.15 NOISE CONTROL
A. See Section 01 5000 (Temporary Facilities and Controls).

1.16 DUST CONTROL
A. Contractor shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
   1. All construction locations with active excavation shall be watered at least twice daily.
   2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.
   3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
   4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.
   5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
   6. Limit the speed of all construction vehicles to 5 miles per hour while on un-paved roads at the Site.
B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.
C. Building Interiors: provide dust barriers, walk-off pads, etc. to minimize dust infiltration in buildings. If required, the Contractor will clean interior common areas (e.g., corridors, lobbies) at the end of each work day.
D. See also Section 01 5000 (Temporary Facilities and Controls)

1.17 PARKING
A. See Section 01 5000 (Temporary Facilities and Controls).

1.18 LAYDOWN/STAGING AREA
A. See Section 01 5000 (Temporary Facilities and Controls).

1.19 PERMITS
Owner will obtain the DSA Permit and will pay the Plan Check Fee.
Contractor shall obtain all other permits (except DSA Permit) and licenses, and shall pay all charges and fees, give notices necessary and incident to the due and lawful prosecution of the Work, unless otherwise specified.
The DSA Permit, with an approved set of plans and specifications shall be kept at the job site by the Contractor readily available for inspection during regular hours for the duration of the project.

Applicable permits: Permits, agreements, or written authorizations that are known by Owner to apply to this project are listed below:

A. Cal/OSHA Permit. The Contractor shall obtain, all applicable permits required by Cal/OSHA, including but not limited to:
   - Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
   - Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

B. Shoring and trenching permit as required by OSHA and/or local authorities.

C. Owner has applied for permit from San Francisco Environmental Health Department. Contractor is responsible for coordinating inspections by that Department.

D. All other permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00 7200 (General Conditions).

E. See also Section 01 4000 (Quality Requirements)

1.20 PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor shall reimburse Owner for these visits.

1.21 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner. The Contractor will employ best practices to manage the construction site during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

1.22 CONSTRUCTION SITE ACCESS

Contractor shall at all time limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Contractor’s access gate, at the location indicated on the Drawings. See also Section 015000 (Temporary Facilities and Controls).

1.23 SITE ADMINISTRATION

Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may
require all persons on the Site (except Owner’s employees) to observe the same regulations as Contractor requires of its employees.

1.24 CEQA MITIGATIONS

Contractor shall be responsible to implement and assist Owner in compliance to the environmental conditions which apply to this Project. See Owner’s Master Plan and EIR, available at http://www.ccsf.edu/MP/main.shtml.

1.25 NPDES STORMWATER PERMIT REQUIREMENTS [N/A]

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE: N/A

2.2 OWNER-FURNISHED/CONTRACTOR INSTALLED PRODUCTS

A. Owner's Responsibilities:
   1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
   2. Arrange and pay for delivery to site.
   3. On delivery, inspect products jointly with Contractor.
   4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
   5. Arrange for manufacturers’ warranties, inspections, and service.

B. Contractor's Responsibilities:
   1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
   2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
   3. Handle, store, install, and finish products.
   4. Repair or replace items damaged after receipt.
   5. Install into Project per Contract Documents.

PART 3 EXECUTION – Not Used

END OF SECTION
APPENDIX A

CM/GC Fee
(Cost Item 3)

A. Cost Item 3 (CM/GC Fee) compensates CM/GC for:
   1. All CM/GC profit;
   2. All CM/GC home-office overhead and expenses; and
   3. All CM/GC assumption of risk assigned to CM/GC under the Contract Documents.

B. Compensation for profit includes without limitation:
   1. Fees of all types, nature and description; and
   2. Profit and margins of all types, nature and description.

C. Compensation for home office overhead and expenses includes without limitation:
   1. All direct and indirect operating, maintenance and overhead costs of any nature whatsoever incurred
      by CM/GC at any location other than the Project specific site office(s), including but not limited to
      CM/GC’s principal or branch offices, including without limitation:
         a. office space;
         b. furniture and equipment;
         c. leasing and rental costs;
         d. maintenance;
         e. supplies, equipment, and machinery;
         f. phone systems, computer systems and data systems;
         g. rent and utilities; and
         h. personnel training of any kind.
   2. Salaries and other compensation of CM/GC’s personnel (management, administrative and clerical)
      incurred by CM/GC at any location other than the Project specific site office(s), including without
      limitation, CM/GC’s principal or branch offices
   3. CM/GC’s capital expenses, including interest on CM/GC’s capital employed for the Work.
   4. Accounting and audit activity of any type, including without limitation, tax preparation, payroll
      calculations and distribution.
   5. All costs incurred by CM/GC for bonuses, stock options, profit sharing arrangements and similar
      incentive programs.
   6. Travel.
   7. Safety programs.
   8. Storage of materials, electronic or in hard copy.
   9. Estimating that is not specifically related to this Project.
   10. All corporate safety and quality control/quality assurance personnel and development of all corporate
       safety and quality control/quality assurance programs.
   11. All Home Office travel expenses.
   12. All insurance premiums other than those in Bid and Cost Item 4.
   13. All hardware, software, supplies and support personnel necessary or convenient for CM/GC’s
       capture, documentation and maintenance of its costs and cost accounting data and cost accounting
       and control systems and work progress reporting, and all associated files and records, and for
       response to and support of any and all Owner audit requests, all as provided elsewhere within
       Contract Documents.
   14. All supervision of insurance and taxation matters.
   15. All supervision of labor relations matters.
   16. All storage of all materials and information required pursuant to Owner requirements for Project
       Billing, Cost Accounting, Documentation and Auditing.

D. Compensation for CM/GC’s assumption of risk under Contract Documents, includes without limitation
   costs resulting from any of the following causes:
1. Noncompliance with the Contract Documents or fault or negligence of CM/GC, any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents;

2. Costs of repairing defective or non-conforming Work or Work damaged by CM/GC, Subcontractors of any tier, materialmen, anyone directly or indirectly employed by them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents;

3. For lump sum scope, cost overruns of any type; for GMP scope, costs in excess of any not to exceed amount or GMP; costs resulting from bid or “buy out” errors, unallocated scope, or incomplete transfer of scope or contract terms to Trade Subcontractors.

4. Any costs incurred by CM/GC relating to a Change in the Work without a Change Order or Change Directive in accordance with Section 01 2500 (Contract Modification Procedures);

5. All direct and indirect costs arising out of the fault or negligence of, or failure to comply with the terms of the Contract Documents or any Subcontracts, by CM/GC or any Subcontractor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents;

6. Costs for work or materials not within any Bid or Cost Item or for which no price is fixed in Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.

E. Costs paid under this Cost Item may not include costs paid, incurred or included in any other Bid or Cost Item, including without limitation any Work performed by a Trade Subcontractor.
APPENDIX B

CM/GC General Conditions and General Requirements
(Bid and Cost Item 4)

A. Bid and Cost Item 4 (CM/GC General Conditions and General Requirements Costs) compensates CM/GC for:
1. CM/GC’s direct costs, without overhead or profit, for salaries and related forms of compensation and employer’s costs for labor and personnel costs, of CM/GC’s employees, while performing Work at the Project Site.
2. CM/GC’s costs of sub-consultant services.
3. CM/GC’s bonds, insurance and taxes
4. All CM/GC Project general requirements costs

B. Personnel and Work compensated by this Bid and Cost Item include without limitation:
1. All required Project management responsibilities;
2. All on-site services, reflected in the Staffing Plan or otherwise;
3. Monthly reporting and scheduling;
4. Routine field inspection of Work proposed;
5. General Superintendence;
6. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary;
7. Salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries;
8. All cost estimates and updates thereto
9. Development, validation and updates to the project schedule
10. Estimating; and
11. Any other responsibilities continuing from the pre-bidding and pre-construction phase to the bidding and construction phase following close out of pre-bidding and pre-construction services.

C. Bonds, insurance and taxes compensated by this Bid and Cost Item include without limitation:
1. All bonds required to be obtained by CM/GC under Contract Documents, including without limitation, Document 00 6113.12 (Construction Performance Bond) and Document 00 6113.18 (Construction Labor and Material Payment Bond), including all increases to those Bonds following assignment and novation of Trade Subcontracts.
2. All insurance required to be maintained by CM/GC under Contract Documents, including without limitation all insurance required by Document 00 7311 (Supplementary Conditions –Indemnification and Insurance), and all insurance required by law (e.g. worker’s compensation).
3. All taxes, including without limitation all sales and use taxes.

D. Project general requirements costs compensated by this Bid and Cost Item include without limitation:
1. All scheduling hardware, software, licenses, equipment, materials and supplies.
2. Purchase, lease or rental, build out, procurement and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, including without limitation:
   a. Offices
   b. Telephones
   c. Plumbing
   d. Electrical: Power, lighting
   e. Office equipment of any types
   f. Information management systems
   g. Platforms
   h. Fencing, etc.
   i. Water
   j. Housekeeping
3. Temporary utilities, temporary roads, parking areas, temporary security or safety fencing and barricades, etc.
This Addenda, clarifies, revises and adds to the Construction Documents for the above-referenced Project. Written information presented in the narrative below and graphic information presented in the attached construction sketches (ASI’s) supersedes previous information included in the Project Manual and Drawings dated 01/30/12. Each item below is referenced to a particular Specification Section, Sheet Number, and/or Detail Number as appropriate for the information presented.

**ACTION TO BE TAKEN:**
- No cost implication. Proceed immediately *(no owner approval required)*.
- Proceed on T & M and submit costs. Estimated cost not to exceed: $ --.
- Include costs for owner in bid.

### PROJECT MANUAL

<table>
<thead>
<tr>
<th>Item</th>
<th>Document/Section</th>
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<tbody>
<tr>
<td>3</td>
<td>Document 00-1001</td>
<td>Notice Inviting Bids – Revised, full section attached.</td>
</tr>
<tr>
<td>4</td>
<td>Document 00-2001</td>
<td>Instructions to Bidders – Revised, full section attached.</td>
</tr>
<tr>
<td>5</td>
<td>Document 00-3020</td>
<td>Geotechnical Data and Existing Conditions – Revised, full section attached.</td>
</tr>
<tr>
<td>6</td>
<td>Document 00-4001</td>
<td>Bid Form – Revised, full section attached.</td>
</tr>
<tr>
<td>7</td>
<td>Document 00-5101</td>
<td>Notice of Award – Revised, full section attached.</td>
</tr>
<tr>
<td>8</td>
<td>Document 00-5201</td>
<td>Agreement – Revised, full section attached.</td>
</tr>
<tr>
<td>9</td>
<td>Document 00-5251</td>
<td>Pre-Construction and CM/GC Services – Revised, full section attached.</td>
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<td>10</td>
<td>Document 00-5501</td>
<td>Notice To Proceed – Revised, full section attached.</td>
</tr>
<tr>
<td>11</td>
<td>Document 00-6113.12</td>
<td>Construction Performance Bond – Revised, full section attached.</td>
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<td>12</td>
<td>Document 00-6113.18</td>
<td>Construction Labor and Material Payment Bond – Revised, full section attached.</td>
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<tr>
<td>13</td>
<td>Document 00-7304</td>
<td>Supplementary General Conditions – CM/GC Items – Revised, full section attached.</td>
</tr>
<tr>
<td>14</td>
<td>Document 00-7310</td>
<td>Supplementary Conditions - Owner Specified Items – Revised, full section attached.</td>
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15 Document 00 7311 Supplementary Conditions - Insurance and Indemnification – Revised, full section attached.

16 Document 00 7350 Project Labor Agreement – Revised, full section attached.

17 Section 01 1000 Project Summary – Revised, full section attached.

18 Section 01 2500 Modification Procedures – Revised, full section attached.

19 Section 06 4116 Architectural Millwork – revised paragraph 8 on pg. 6.

20 Section 09 6050 Testing and Remediation: Revise paragraph 1.01-C.

**DRAWINGS**

**Architectural**

<table>
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<tr>
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<td>A655</td>
<td>Revised details 15 and 16</td>
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<tr>
<td>ASD002</td>
<td>A655</td>
<td>Revised details 19 and 20</td>
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</tbody>
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End of ADDENDA NO. 08
4. All Project Site office equipment, material and supplies of all types, and all software therefore, including without limitation, computers, printers, plotters, copiers, FAX machines, audiovisual equipment, and kitchen supplies and equipment.
5. All (non-personnel costs) of preparation, production and provision of as-built and record drawings.
6. All electronic media, blueprints and reproductions.
7. All materials, equipment and supplies used for CM/GC’s capture and/or management of any Project information.
8. All shop drawings, submittals and similar depictions of intended work.
9. All communication and/or computer network setup, and usage.
10. All repair and maintenance of any item, equipment or component listed in this paragraph.
11. All Project site office cleaning services.
12. All CM/GC’s motor vehicles used by any CM/GC’s personnel and all operating costs thereof, including without limitation, fuel, license, insurance, maintenance and depreciation.
13. All safety supplies and equipment.
14. All preparation, production and provision of any operation and/or maintenance manuals and any other closeout papers or materials.
15. All postage.
16. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents.
17. Off site labor performing activities ancillary to the Work of the Contract.
18. Health and safety requirements, required by law or Owner procedures.
19. Infection control.
20. General signage.
22. Protection of Work.
23. Handling and disposal fees.
24. Final cleanup.
25. Repair or maintenance of any item listed herein.
26. Other incidental Work.
27. All items, activities and function similar to any of those described above.
28. General housekeeping.

E. Costs paid under this Bid and Cost Item may not include costs paid, incurred or included in any other Bid or Cost Item, including without limitation any Work performed by a Trade Subcontractor.

END OF APPENDIX B
This Addenda, clarifies, revises and adds to the Construction Documents for the above-referenced Project. Written information presented in the narrative below and graphic information presented in the attached construction sketches (ASI’s) supersedes previous information included in the Project Manual and Drawings dated 01/30/12. Each item below is referenced to a particular Specification Section, Sheet Number, and/or Detail Number as appropriate for the information presented.

ACTION TO BE TAKEN:

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<td>1</td>
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DRAWINGS

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<td>A201N</td>
<td>Modification to Accessible Door (part of DSA Revision #1 modifications)</td>
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ADDITIONAL REFERENCE INFORMATION

Architectural

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<td>Geotechnical and Environmental Evaluation, West reservoir Development, City College of San Francisco, 50 Phelan Avenue, San Francisco, California 94112 by Ninyo &amp; Moore, dated May 25, 2007; DSA Permit #01-109066</td>
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<td>DSA-291</td>
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<td>Laboratory verified Report (LVR) dated 6/13/12</td>
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<tr>
<td>DSA-293</td>
<td>-</td>
<td>Geotechnical Verified Report (GVR) dated 7/21/11</td>
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</tbody>
</table>
QUESTIONS AND CLARIFICATIONS

Q1: (RFI 1 McCarthy) Per Document 00 2001, Instruction to Bidders Article 3.01B: Basis of award will be the Bidder with the lowest guaranteed maximum price (CM/GC Initial GMP), determined as provided in Document 00 4001, Bid Form. The IGMP will be based on “Bidder estimated Trade Subcontractor Bids”. Upon determination of lowest responsible (sic) subcontractor bids during Phase 2 bidding period, if a subcontractor bid for a specific trade package is over or under the amount estimated by the CM/GC during Phase 1, will a change order be issued to adjust the IGMP accordingly?

A1: No.

Q2: (RFI 2 McCarthy) Per Document 00 2001, Instruction to Bidders basis of award will be the Bidder with the lowest guaranteed maximum price (CM/GC Initial GMP), determined as provided in Document 00 4001, Bid Form. Upon determination of lowest responsible (sic) subcontractor bids during Phase 2 bidding period, if the CM/GC exceeds its IGMP submitted amount, but stays under the threshold of $77,000,000 what are the ramifications? Upon determination of lowest responsible subcontractor bids during Phase 2 bidding period, if the CM/GC exceeds the threshold of $77,000,000 what are the ramifications?

A2: The District is unsure of the question asked in terms of “ramifications.” As to the second sentence, the District suggests review of Para 1.04.A of Document 00 5201. As to the third sentence, the District suggests review of Para 1.05.A of Document 00 5201.

Q3: (RFI 3 McCarthy) Per Document 00 2001, Instruction to Bidders, Article 2.03.C, “Envelope A - Bid Submittal” requires Document 00 4330, Subcontractors List to be submitted at time of bid. Does California Public Contract Code as it relates to subletting and subcontracting apply to this bid?

A3: Bidders are responsible for complying with the Public Contract Code. To the extent work included within Phase 1 is subject to the Subcontractor Listing Law and a Bidder will use a subcontractor to perform a sufficient amount of such work, the Subcontractor Listing Law applies.

Q3: (RFI 4 McCarthy) Per Document 00 7301, Supplementry [sic] General Conditions - CM/GC Items, Article 5, “No Self Performed Work”. Will the San Francisco Community College District reconsider letting the CM/GC self perform work?

A3: The District is not considering any change at this time.

Q4: (RFI 6 McCarthy) Please reference the project Bid Form, Document 004001, Page 3, Schedule of Alternates. Please clarify the difference between Alternate No. 1 and Alternate No. 2.

A4: Alternate No. 1 Planting along West Side of Project Site describes the area east of parking lot. Alternate No. 2 Planting along West Side of Project Site describes the west side of Multi-Use Bldg. Please see landscape drawings L4.1 & 4.2.

Q1: (Are) the Instrument Storage cabinets at CCSF-PAC included in the FF+E package?

A1: The Instrument Storage cabinets are documented in the current Base Bid package for CCSF-PAC.

End of ADDENDA NO. 003