ADDENDUM NO. 1
Bid Package 2.1 – Cast-In-Place Concrete / Reinforcement

1. Summary

A. This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. In the case of difference with previous addenda, this addendum takes precedence. It is the responsibility of the Bid Package Contractor to notify all parties from whom he accepts proposal for all changes in the Contract Documents covering this project. All other conditions remain unchanged. Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

B. Addendum Issued by:

John Tuttle     Phone:  (415) 992-4742
Bovis Lend Lease, Inc.   Fax:  (415) 512-0589
71 Stevenson Street, Suite 800  Email:  john.tuttle@bovislendlease.com
San Francisco, CA  94105

2. REVISIONS TO THE BID DOCUMENTS:

A. CHANGES TO THE BID PACKAGE DOCUMENTS

The following bid package documents have been revised:

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>00010</td>
<td>Bid Package Table of Contents</td>
</tr>
<tr>
<td>00020</td>
<td>CCSF Ocean Ave Campus; Joint Use Facility - Project Directory</td>
</tr>
<tr>
<td>00205</td>
<td>Invitation to Bid</td>
</tr>
<tr>
<td>00210</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>00320</td>
<td>Existing Conditions and Available Data</td>
</tr>
<tr>
<td>00320A</td>
<td>Existing Conditions and Available Data Available Upon Request</td>
</tr>
<tr>
<td>00415</td>
<td>Bid Form</td>
</tr>
<tr>
<td>00465</td>
<td>Bid Package Contractor Prequalification Questionnaire</td>
</tr>
<tr>
<td>00530</td>
<td>Bovis’ Subcontract and Forms consisting of:</td>
</tr>
<tr>
<td></td>
<td>▪ Subcontract</td>
</tr>
<tr>
<td></td>
<td>▪ Exhibit A - Contract Documents</td>
</tr>
<tr>
<td></td>
<td>▪ Exhibit B - General Scope of Bid Package Contractor’s Work</td>
</tr>
<tr>
<td></td>
<td>▪ Exhibit D - Unit Prices / Labor Rates</td>
</tr>
<tr>
<td></td>
<td>▪ Exhibit E - Alternates</td>
</tr>
<tr>
<td></td>
<td>▪ Exhibit G - Performance Schedule</td>
</tr>
<tr>
<td>01375</td>
<td>SBE Rules, Regulations and Forms</td>
</tr>
</tbody>
</table>

A complete copy of the revised bid package is attached for your use.

B. CHANGES TO THE DRAWINGS AND SPECIFICATIONS

See the attached Addendum #1 Description Document dated October 14, 2008 describing the changes to the Drawings and Specifications. Revised Drawings, Specifications and Sketches will be available for viewing, download and purchase at the plan holders by Thursday, October 23, 2008.

C. ADDITIONAL BID DOCUMENTS ATTACHED

a. LEED Checklist

END OF ADDENDUM NO. 1
Bid Package 2.1

CCSF
Ocean Campus – Joint Use Facility
50 PHELAN AVENUE
SAN FRANCISCO, CA 94112

Project 106A
Cast-in-Place Concrete & Reinforcement

October 20, 2008
BID PACKAGE TABLE OF CONTENTS

INTRODUCTORY INFORMATION

00020  CCSF Ocean Ave Campus; Joint Use Facility - Project Directory

BIDDING REQUIREMENTS

00205  Invitation to Bid
00210  Instructions to Bidders
00320  Existing Conditions and Available Data
00320A Existing Conditions and Available Data Available Upon Request
00415  Bid Form 1.1
00435  Subcontractors List Form
00450  Non-collusion Affidavit
00460  Bid Package Contractor Qualification Form
00465  Bid Package Contractor Prequalification Questionnaire

CONTRACT FORMS and SCOPE OF WORK

00520  CM at Risk Agreement
00530  Bovis’ Subcontract and Forms consisting of:
   Subcontract
   Exhibit A - Contract Documents
   Exhibit B - General Scope of Bid Package Contractor’s Work
   Exhibit B.1- Bid Package Contractor’s Specific Scope of Work
   Exhibit C - Insurance Requirements
   Exhibit D - Unit Prices / Labor Rates
   Exhibit E - Alternates
   Exhibit F - Bonding Requirements
   Exhibit G - Performance Schedule
   Exhibit H - Requisitioning Instructions
   Exhibit J - Safety
   Exhibit K - California Addendum
   Exhibit L - Site Logistics and EH&S Plan
00630  Guarantee
00640  Certificate of Warranty
00700  General Conditions

DIVISION 1 - GENERAL REQUIREMENTS

01375  SBE Rules, Regulations and Forms

EXISTING CONDITIONS AND AVAILABLE DATA as listed in Section 00320 Exhibit A and B

END OF SECTION
## CCSF OCEAN AVENUE CAMPUS – PROJECT DIRECTORY

<table>
<thead>
<tr>
<th>Client</th>
<th>City College of San Francisco Facilities Planning and Construction</th>
<th>T (415) 239-3750 F (415) 239-3947</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jim Blomquist's Office at CCSF</td>
<td>RECEPTION: (415) 239-3055 / (415) 452-5277</td>
</tr>
<tr>
<td></td>
<td>50 Phelan Avenue, Room S142</td>
<td><a href="http://www.ccsf.edu/build">http://www.ccsf.edu/build</a></td>
</tr>
<tr>
<td></td>
<td>San Francisco, CA 94112</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Jim Blomquist, Associate Vice Chancellor, Facilities Management</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Jim Blomquist</th>
<th>Associate Vice Chancellor (Office of the Vice Chancellor Finance Administration)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room S142</td>
<td>(415) 239-3750 / (415) 239-3998 <a href="mailto:jblomqui@ccsf.edu">jblomqui@ccsf.edu</a></td>
</tr>
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### CONSTRUCTION MANAGER

<table>
<thead>
<tr>
<th>Bovis Lend Lease, Inc</th>
<th>Bovis Lend Lease, Inc.</th>
<th>Phone: (415) 512-0586 Fax: (415) 512-0589</th>
<th><a href="http://www.bovislendlease.com">www.bovislendlease.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Jerry Marcis</td>
<td><a href="mailto:jerry.marcis@bovislendlease.com">jerry.marcis@bovislendlease.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project Executive</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone: (415) 995-4852</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:tim.dean@bovislendlease.com">tim.dean@bovislendlease.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kevin Raines</td>
<td><a href="mailto:kevin.raines@bovislendlease.com">kevin.raines@bovislendlease.com</a></td>
</tr>
<tr>
<td></td>
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<td>Project Superintendent</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone: (415) 995-4858</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>John Tuttle</td>
<td><a href="mailto:john.tuttle@bovislendlease.com">john.tuttle@bovislendlease.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project Engineer</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone: (415) 992-4742</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><a href="mailto:tim.dean@bovislendlease.com">tim.dean@bovislendlease.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bryse Gaboury</td>
<td><a href="mailto:bryse.gaboury@bovislendlease.com">bryse.gaboury@bovislendlease.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assistant Project Manager</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone: (415) 995-4858</td>
<td></td>
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### JOINT USE BLDG DESIGN TEAM

<table>
<thead>
<tr>
<th>Pfau Architecture</th>
<th>Pfau Architecture</th>
<th>P: (415) 908-6408 F: (415) 908 6409</th>
<th>www_pfauarchitecture.com</th>
</tr>
</thead>
<tbody>
<tr>
<td>630 Third Street, Suite 200</td>
<td>630 Third Street, Suite 200</td>
<td>Peter Pfau, Principal</td>
<td><a href="mailto:pfau@pfauarchitecture.com">pfau@pfauarchitecture.com</a></td>
</tr>
<tr>
<td>San Francisco, CA 94107</td>
<td>San Francisco, CA 94107</td>
<td>P: (415) 908-6408 X 104</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:pfau@pfauarchitecture.com">pfau@pfauarchitecture.com</a></td>
<td></td>
</tr>
<tr>
<td>Michael Jak, Project Architect</td>
<td>Michael Jak, Project Architect</td>
<td>P: (415) 908-6408 x 110</td>
<td><a href="mailto:jak@pfauarchitecture.com">jak@pfauarchitecture.com</a></td>
</tr>
<tr>
<td>VBN Architects</td>
<td>VBN Architects</td>
<td>P: (510) 763-1313 F: (510) 465-1586</td>
<td>Tim Craig Principal</td>
</tr>
<tr>
<td>VBN Building</td>
<td>VBN Building</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

October 20, 2008

00020 Project Directory

Page 1 of 2
| **(CD's)** | 560 14th Street  
Oakland, CA 94612-1443 | www.vbnarch.com | P: (510) 763-1313  
tim@vbnarch.com |
|---|---|---|---|
| **Juli Abbott,**  
Project Architect | P: (510) 763-1313 x 201  
juli@vbnarch.com | | |
| **Structural Engineers** | SOHA Engineers  
48 Colin P. Kelly Street  
San Francisco, CA 94107 | P: 415 989 9900  
F 415 989 9909 | Gerard "Jared" Madden  
Senior Project Engineer  
gm@soha.com |
| **Mechanical Engineers** | Interface Engineering  
214 Grant Ave., Suite 450  
San Francisco, CA, 94108 | P: 415 489 7240  
F: 415 489 7289 | |
| **SITE DESIGN TEAM** | | | |
| **Civil Engineers** | BKF Engineers Surveyors Planners  
255 Shoreline Dr., Suite 200  
Redwood City, CA, 94065 | P: (650) 482-6300  
F: (650) 482-6399 | Roland Haga  
Associate / Project Manager  
rhaga@bkf.com |
| | | www.bkf.com | Jonathon Tang, PE  
jtang@bkf.com |
| **Geothermal & Mechanical Engineers** | Timmons Design Engineers  
901 Market Street, Suite 480  
San Francisco, CA 94103 | P: (415) 957-8788  
F: (415) 957-8798 | Ray Keane  
Associate Principal  
rayk@timmonsdesigneng.com |
| | | www.timmonsdesigneng.com | |
| | Timmons Design Engineers  
397 5th Street NE  
Atlanta, GA 30308 | | Amber Welsh, Associate  
P: (404) 810-9120  
C (678)488.1967  
amber@timmonsdesigneng.com |
| **AGENCIES** | | | |
| **DSA** | Division of the State Architects  
Office of Regulation Services  
1515 Clay Street, Suite 1201  
Oakland, CA 94612 | P: (510) 622-1301  
F: (510) 622-3140 | Armen Bagdasarian  
Supervisor / Structural  
Raul Cadotte  
Fire Life Safety  
Roland Alinea  
Access Compliance |

**END OF SECTION**
INVITATION TO BID

City College of San Francisco (the District), part of the California Community Colleges System (a state agency and not part of the City and County of San Francisco), and its Construction Manager, Bovis Lend Lease, Inc. (Bovis) will receive sealed bids for the Joint Use Facility being constructed on the Ocean Campus as part of the Balboa Reservoir Development for the following Bid Packages:

<table>
<thead>
<tr>
<th>Bid Package Number</th>
<th>Bid Package Scope of Work</th>
<th>Contractor’s License Classification</th>
<th>Approximate Value</th>
<th>SBE Participation Goal</th>
<th>BID DUE DATE / TIME</th>
</tr>
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<tbody>
<tr>
<td>2.1</td>
<td>Cast-In-Place Concrete &amp; Reinforcement</td>
<td>C-8</td>
<td>$4,500,000</td>
<td>15.58%</td>
<td>2:00 PM on November 6, 2008</td>
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<tr>
<td>2.2</td>
<td>Structural Steel Deck</td>
<td>C-51</td>
<td>$390,000</td>
<td>17.39%</td>
<td>2:00 PM on November 6, 2008</td>
</tr>
<tr>
<td>2.3</td>
<td>Metal Stairs</td>
<td>C-23 or C-51</td>
<td>$920,000</td>
<td>22.22%</td>
<td>2:00 PM on November 6, 2008</td>
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<tr>
<td>2.4</td>
<td>Sprayed-on Fireproofing</td>
<td>C-35</td>
<td>$497,000</td>
<td>19.05%</td>
<td>2:00 PM on November 6, 2008</td>
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<tr>
<td>2.5</td>
<td>Elevators</td>
<td>C-11</td>
<td>$380,000</td>
<td>33.33%</td>
<td>2:00 PM on November 6, 2008</td>
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<tr>
<td>2.6</td>
<td>Fire Sprinklers</td>
<td>C-16</td>
<td>$790,000</td>
<td>33.58%</td>
<td>2:00 PM on November 6, 2008</td>
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<tr>
<td>2.7</td>
<td>Plumbing</td>
<td>C-36</td>
<td>$700,000</td>
<td>15.60%</td>
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<td>2.8</td>
<td>HVAC</td>
<td>C-20</td>
<td>$2,500,000</td>
<td>21.48%</td>
<td>2:00 PM on November 6, 2008</td>
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<tr>
<td>2.9</td>
<td>Electrical / Fire Alarm</td>
<td>C-10</td>
<td>$4,500,000</td>
<td>23.93%</td>
<td>2:00 PM on November 6, 2008</td>
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<tr>
<td>3.1</td>
<td>Miscellaneous and Ornamental Metals</td>
<td>C-23 or C-51</td>
<td>$260,000</td>
<td>22.22%</td>
<td>2:00 PM on November 6, 2008</td>
</tr>
<tr>
<td>3.2</td>
<td>Roofing &amp; Waterproofing</td>
<td>C-39</td>
<td>$1,040,000</td>
<td>19.80%</td>
<td>2:00 PM on November 6, 2008</td>
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<td>3.3</td>
<td>Siding Panels / Flashing / Louvers / Metal Roofing</td>
<td>C-43</td>
<td>$2,720,000</td>
<td>38.81%</td>
<td>2:00 PM on November 6, 2008</td>
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<tr>
<td>3.4</td>
<td>Curtainwall / Glass &amp; Glazing / Skylights</td>
<td>C-17</td>
<td>$4,260,000</td>
<td>26.67%</td>
<td>2:00 PM on November 6, 2008</td>
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<tr>
<td>3.5</td>
<td>Exterior Framing / Sheathing / Plaster / Drywall</td>
<td>C-9 &amp; C-35</td>
<td>$2,930,000</td>
<td>29.73%</td>
<td>2:00 PM on November 6, 2008</td>
</tr>
</tbody>
</table>

Bid packages will be opened publicly. **Bids shall clearly note the Bid Package Number and Name on the envelope. Late bids will not be accepted.** Bids are subject to the conditions described in the bid documents. The District and Bovis Lend Lease, Inc. reserve the right to reject any or all bid and to waive non-material irregularities in bids received.

**BID DATE, TIME & LOCATION:** Sealed bids for the above listed bid packages should be delivered to the following location at the date(s) and time(s) listed above: CCSF OCEAN CAMPUS – BALBOA RESERVOIR CONSTRUCTION SITE, BOVIS LEND LEASE JOBSITE TRAILER NEAR BOOKSTORE EXTENSION ON PHELAN AVENUE NEAR OCEAN AVENUE (see logistics plan in Section 00530, Exhibit G for trailer location) to the attention of Bovis Lend Lease. Bid Opening will be immediately thereafter at CCSF OCEAN CAMPUS, 50 PHELAN AVENUE, BUNGALOW 710 – San Francisco, CA 94112.

Bidders are advised to arrive early to find parking. Parking is available on west of Ocean Campus on Phelan Avenue in the Reservoir Parking Lot. Parking tickets can be obtained from the parking pass machine and the cost is $2. Please place the ticket on the dashboard of your vehicle to avoid receiving a ticket. See the CCSF Website (http://www.ccsf.edu/) for a map showing parking and Bungalow locations.
Facsimile (FAX) copies of the bid will not be accepted. Bid time will be based on the clock designated by CCSF at the bid location. Bidders are advised to arrive early to find parking. CCSF and Bovis Lend Lease, Inc reserve the right to reject any or all bids and to waive non-material irregularities in bids received.

**PRE-BID CONFERENCE:** The Pre Bid conferences are **NOT mandatory** and will be held at the following time:

Thursday, October 16, 2008, at 2:30 PM @ CCSF Ocean Campus, 50 Phelan Ave, Bungalow 704

**SMALL BUSINESS ENTERPRISE BIDDER INCENTIVE:** To encourage SBE bid package contractor participation in District projects, when any bid package contractor related to the CCSF Balboa Reservoir Development is fully executed with a bid package contractor that meets the SBE participation goals defined in the bid package, a contract deposit will be paid to the bid package contractor awarded each Bid Package. For contracts with values up to $500,000, 10% of the contract amount shall be paid. For contracts $500,000 and higher, the bid package contractor will be paid 10% of the first $500,000 plus 5% of the remainder of the contract value. This Incentive shall not increase the total subcontract amount.

**BID DOCUMENTS:** Bid Documents for all bid packages listed above are available at the following locations:

- Through the Bovis Lend Lease PDM website at [http://Llpdm.lendlease.com/bllsfpublicbids](http://Llpdm.lendlease.com/bllsfpublicbids) Login or other issues can be addressed by contacting BarkerBlue, the admin, at (650) 696-2100. All bid documents and addenda will be made available through this website.
- At Barker Blue, 363 N. Amphlett Blvd, San Mateo, CA 94401, Phone: (650) 696-2100
- At Plan Rooms at the following locations:
  - Bovis Lend Lease Inc. 71 Stevenson Street, Suite 800 San Francisco 415 995 4852
  - Asian Inc. 1167 Mission St San Francisco 415-928-5910
  - Hispanic Contractor’s Association 1601 Cortland Ave San Francisco 415-647-3354
  - Marin Builder’s Exchange 660 Las Gallinas Ave San Rafael 415-462-1220
  - SubHub www.sub-hub.com 925-658-9000
  - Builder’s Exchange of Stockton 7500 West Lane Stockton 209-478-1000
  - Sacramento Builder’s Exchange 1331 T Street Sacramento 916-442-8991
  - Solano / Napa Builder’s Exchange 135 Camino Dorado Napa 707-255-2515
  - Peninsula Builder’s Exchange 735 Industrial Rd, Suite 100 San Carlos 650-591-4486
  - Santa Clara Builder’s Exchange 400 Reed Street Santa Clara 408-727-4000
  - San Francisco Builder’s Exchange 850 South Van Ness Ave San Francisco 415-282-8220
  - Contra Costa Builder’s Exchange 2440 Stanwell Drive, Suite B Concord 925-685-8630
  - Dodge Plan Room 11875 Dublin Blvd #A118 Dublin 925-833-9750
  - Alameda County Builder’s Exchange 3055 Alvarado Street San Leandro 510-483-8880
  - Reed Construction Data www.reedconstructiondata.com 800-424-3996

Please note that there is critical information in the reference documents including the Geotechnical Report that need to be thoroughly reviewed prior to submitting your bid.

**CONTACT INFORMATION:** Bid package contractor should submit all questions and correspondence regarding the above listed bid packages to:

Bovis Lend Lease, Inc.  
Attn: John Tuttle, Project Engineer  
71 Stevenson Street, San Francisco, CA 94105  
Phone: (415) 992-4742, Fax: (415) 512-0589  
Email: john.tuttle@bovislendlease.com

Website for posting of information: [http://www.ccsf.edu/build](http://www.ccsf.edu/build)

**SMALL BUSINESS ENTERPRISE:** Prospective bidders and subcontractors are on notice that the Board of Trustees has adopted a policy to encourage and facilitate full and equitable business opportunities, specifically in the area of construction contracting for all small businesses wishing to do business with the District. As such, the District shall determine a minimum small business participation goal for each bid package on this project based on the scope of work included. It is anticipated that the goal will vary for each package. At the time of bidding of packages for the actual
construction, the selected Construction Manager will seek small business participation. Please review the Small Business Enterprise Rules, Regulations, Requirements and Forms on the District’s website http://www.ccsf.edu/build for more information on this contract requirement for construction bid packages. In addition qualified SBE firms are encouraged to bid as bid package contractors for the bid packages on this project. Accepted SBE certifications are the California Department of General Services and San Francisco Human Rights Commission.

**RETENTION POLICY:** The District will release retention upon 100% completion of the scope of work of any contract or subcontract.

**HIRE LOCAL WORKERS POLICY:** The Board of Trustees has adopted a policy intended to target employment opportunities created by the District’s construction contracts to its qualified students, particularly graduates of its construction job training programs. In addition, bid package contractors bidding on this project are encouraged to recruit and hire qualified residents of the City and County of San Francisco for work created by this project, as feasible.

**BID SECURITY:** Bid Security in the amount of 10% of the Lump Sum Base Bid shall accompany each bid. The Surety issuing the bid Bond shall be, on the Bid Deadline, listed in the latest published State of California Department of Insurance, list of Insurer Admitted to Transact Surety in the State of California. 100% Performance and Payment Bonds will be required.

**PREVAILING WAGES, PROJECT LABOR AGREEMENT:** Bidder's attention is called to the requirements for payment of prevailing wages. Submission of a bid shall constitute acceptance of the District’s Project Labor Agreement. The PLA may be viewed on the District’s website at: http://www.ccsf.edu/build

City College of San Francisco and Bovis Lend Lease, Inc. are Equal Opportunity Employers.
Bids are requested for Bid Packages for the Joint Use Facility Project as follows:

1. **RECEIPT OF BIDS.** Sealed Bids will be accepted until the date and time indicated in 00205 Invitation to Bid. The District and Construction Manager (Bovis Lend Lease) will reject all Bids received after the specified date and time, and will return such Bids to those submitting Bids unopened. Bid Package Contractor must submit Bids in accordance with this Document. Each Bid shall be submitted in an opaque envelope and shall clearly state:

   - CCSF Joint Use Facility Bid
   - Bid Package number
   - Bid Package name
   - Bid package contractor name

   **For Bid Package Contractor submitting bids for more than one bid package, each bid package must be submitted separately with the identification requirements stated above and with all the forms indicated below.**

2. **BID SUBMISSION.** Each Bid submitted shall contain all items listed in this Section. The Bids are to be delivered to District at the address indicated in the Invitation to Bid.

   The Bid must contain the following, fully executed documents:

   1) Document 00415 - Bid Form including District’s Alternate(s), if any. Bidder shall not qualify bid or take exception to the scope of work exhibit.

   2) Document 00435 - Subcontractors List Form.

   3) Document 00450 - Non-collusion Affidavit, subscribed and sworn before a notary public.

   4) Document 00460 - Bid Package Contractor Qualification Form.

   5) Document 00465 - Bid Package Contractor Prequalification Questionnaire

   6) Those portions of Document 01375 applicable for Bid submission for SBE prime and subcontractors.

   7) Cash, cashier’s check, certified check, or corporate surety bond of not less than 10% of the amount Bid, including additive alternates. Bid Bond, if provided, shall be on the form included **in Section 00530, Exhibit F.** Bidder and its surety must execute Bond Accompanying Bid if submitted.

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

   Within 48 hours, to be considered responsive, Bidder shall provide the supplemental documents required by Item 9, **SUBCONTRACTORS LIST FORM SUPPLEMENT AND SBE FORMS,** below.

3. **DETERMINATION OF APPARENT LOW BID.** The determination of the apparent low bid shall be as indicated on the Bid Form for that Bid Package.

4. **SCOPE OF THE PROJECT.** The scope of each Bid Package is defined in section 00530, Exhibit B.1
5. **BID FORM.** Bidders are advised to review the Bid Forms for breakdown of work prior to pricing. All Bid Items shall be priced for the Bid to be considered responsive.

6. **DELETED.**

7. **REQUIRED SECURITY.** Bidders must submit with their Bids, cash, a certified check or cashier’s check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, of not less than ten percent (10%) of the aggregate amount of the Base Bid plus additive alternates, payable to “Bovis Lend Lease, Inc”. Construction Manager has provided the required Bid Bond Form in section 00530, Exhibit F. Construction Manager and District will reject as non-responsive any Bid submitted without the necessary security.

8. **REQUIRED SUBCONTRACTORS LIST FORM.** A subcontractor listing is required at the time of the submittal of Bids. The Bid Package Contractor must submit the names of all subcontractors and their respective work on Document 00435 - Subcontractors List Form for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work in excess of one half of one percent (0.5%) of the total Bid amount.

9. **SBE FORMS.** Within 48 hours of the bid due date and time, Bid Package Contractor must provide the forms required to comply with the SBE program, Forms 1, 2, 3, 4, & 5 found in Section 01375. For Bid Package Contractors who meet the stated SBE participation goal set for the Bid Package, copies of SBE certifications are due.

10. **REQUIRED NON-COLLUSION AFFIDAVIT.** Bid Package Contractor must submit with their bid Document 00450 - Non-collusion Affidavit. District and Construction Manager may reject as non-responsive any Bid submitted without the Non-collusion Affidavit. No Bid Package Contractor may make or file or be interested in more than one Bid for the same supplies, services or both.

11. **REQUIRED CONTRACTOR QUALIFICATION FORM.** Bid Package Contractors must submit with their bid Document 00460 - Bid Package Contractor Qualification Form.

12. **REQUIRED CONTRACTOR SAFETY FORM.** Bid Package Contractors must submit with their bid Document 00465 – Bid Package Contractor Prequalification Safety Questionnaire.

13. **SBE PROGRAM.** The District recognizes the unique barriers SBEs face in bidding and contracting on public works projects. The District has posted on its website an enhanced SBE Pilot Program which includes a variety of components to reduce the administrative and financial burdens imposed on SBEs. Qualified SBE firms are encouraged to bid as Bid Package Contractors for this project.

14. **PRE-BID CONFERENCE.** District will conduct a Pre-Bid Conference as stated in the advertisement. Conference is not mandatory for Bid Package Contractors. However, bidders are encouraged to attend in order to better understand the scope and safety requirements of this project. Interested parties are advised to arrive early to find parking and must sign in. Bidders are encouraged to indicate on the sign-in sheet whether or not their firm is an SBE according to the District’s criteria.

15. **OTHER REQUIREMENTS PRIOR TO SUBMITTAL OF A BID.** Submission of a Bid signifies the Bidder’s careful examination of Bid Documents, Project Site and complete understanding of the nature, extent and location of Work to be performed.

16. **EXISTING CONDITIONS AND RELATED DATA.** Document 00320 - Existing Conditions and Geotechnical Data applies to all supplied existing drawings and geotechnical reports, and all other information supplied regarding existing conditions above ground or below ground. Bid Package Contractors may examine any available existing conditions information by giving District reasonable advance notice.
17. **ADDENDA.** Bid Package Contractors must direct to the Construction Manager (Bovis Lend Lease) all questions about the meaning or intent of the Bid Documents. Bid Package Contractors must submit their questions in writing. Construction Manager will issue by formal written Addenda interpretations or clarifications it considers necessary in response to such questions. Construction Manager will send Addenda to the Contractors by fax or overnight courier. Large format drawings will be sent via overnight courier. District may not respond to questions received less than seven (7) days before the date for the submittal of Bids. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

a. Construction Manager may also issue Addenda to modify the Bid Documents.

b. Addenda shall be acknowledged on the Bid Form by number and shall be part of the Contract Documents. Bid Package Contractors may obtain a complete listing of Addenda from Construction Manager.

18. **SUBSTITUTIONS.** Bid Package Contractors must base their Bids on products and systems specified in the Bid Documents or listed by name in Addenda.

a. Addenda shall list substitutions, if any, approved prior to due date for Bids.

b. Bid Package Contractors are limited to submission of requests for substitution within 35 days after Notice of Award in accordance with requirements specified in Section 00700 General Conditions, Specification Sections 1300 Submittals, and 1630 Product Options and Substitutions. Submittals of substitutions shall contain sufficient information to assess acceptability of product or system. Insufficient information shall be grounds for rejection of substitution. After that time District may consider specifications final and may consider substitutions in its sole discretion.

19. **WAGE RATES.** Bid Package Contractors are required to comply with all applicable prevailing wage requirements and/or regulations. 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 Construction Manager’s Offices and are deemed included in the Bid Documents. Upon request, Construction Manager will make available copies to any interested party.

20. **PROJECT LABOR AGREEMENT.** The San Francisco County Community College District Board of Trustees has approved a Project Labor Agreement for this project. All Contractors, regardless of tier, must comply with the requirements of this agreement which may be obtained from the District’s website: www.ccsf.edu/build Submission of a bid constitutes acceptance of the requirements of the Project Labor Agreement.

21. **LABOR COMPLIANCE PROGRAM.** The San Francisco Community College District has implemented a Labor Compliance Program in an effort to fulfill the need and intent of monitoring, documenting and reporting the wage rate and payment to workers employed in, on, or at the Joint Use Facility Project. Submission of a bid constitutes acceptance of the requirements of the Labor Compliance Program.

22. **EVALUATION.** Construction Manager and District may reject any and all Bids and waive any informalities or minor irregularities in the Bids. Construction Manager and District also reserve the right, in their sole discretion, to reject any or all Bids and to re-bid. Construction Manager and District reserve the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Construction Manager and District believe 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 has doubtful financial ability or fails to meet any other pertinent standard or criteria established by Construction Manager and District. Construction Manager and District also reserve the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the Work, to the fullest extent permitted by law. For purposes of this paragraph, an “unbalanced Bid” is one having nominal prices for some work items and enhanced prices for other work items.
23. **ANNOUNCEMENT OF AWARD.** Upon completion of Construction Manager and District’s evaluation of all competitive Bids, District shall publicly announce the Notice of Intent to Award the scope of work of each bid package for the Project by posting the announcement on the District’s website. The public announcement of the intent to award shall include the name of the Bidder together with that Bidder’s price. The work of the Bid Package will be added to Construction Manager’s contract by change order and Construction Manager will issue to Bidder subcontract documents and requirements.

24. **POST-NOTICE OF AWARD REQUIREMENTS.**

   a. Submit the following documents to Construction Manager by 5:00 p.m. of the tenth (10th) calendar day following receipt of the Notice of Award from Bovis Lend Lease, Inc. Execution of contract depends upon approval of these documents:

      1) **Section 00530 Agreement:** To be executed by the successful Bidder. Submit three (3) copies, each bearing all required original signatures.

      2) **Construction Performance Bond:** To be executed by successful Bidder and surety, in the amount set forth in 00530 Construction Performance Bond.

      3) **Construction Labor and Material Payment Bond:** To be executed by successful Bidder and surety, in the amount set forth in 00530 Exhibit F.

      4) Insurance forms, documents, certificates and endorsements required by Section 00530 Exhibit C of the Bovis Lend Lease, Inc. Subcontract.

      5) **Project Labor Agreement Letter of Assent** for each subcontractor regardless of tier per Specification Section 01395.

      6) Signed Labor Compliance Program Form per Specification Section 01385.

      7) In Section 01375, SBE Form #6 to be delivered to Construction Manager monthly after award and Form #7 at the time of project completion.

   b. Construction Manager shall have the right to confirm the performance bond by communicating directly with the performance bond surety proposed by the successful Bidder. Sureties must be satisfactory to the Construction Manager. Corporate sureties on these bonds and on bonds accompanying Bids must be duly licensed to do business in the State of California and must have an A.M. Best Company financial rating of A-VIII or better.

25. **BID PROTEST.** Any Bid protest must be submitted in writing to District (Attention: James Blomquist, Associate Vice Chancellor), before 5:00 p.m on the 5th Working Day following the Bid Opening. District will use reasonable efforts to post bid results indicating the apparent low bidder on its website no later than the Business Day after bids are received, although any delay or failure to do so will not extend the Bid protest deadline described above.

   a. The initial protest document must contain a complete statement of the basis for the protest.

   b. The protest must refer to the specific portion of the document that forms the basis for the protest.

   c. The protest must include the name, address and telephone number of the person representing the protesting party.
d. The party filing the protest must transmit a copy of the initial protest document and any attached documentation concurrently to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include Construction Manager and all other Bid Package Contractors that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

e. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder’s sole and exclusive remedy in the event of Bid protest. The Bidder’s failure to immediately comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or instituting legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

f. District shall evaluate the Bid protest and report its determination to the Bid Package Contractor within 14 calendar days of receipt of protest.

g. If Bid Package Contractor appeals the initial determination regarding protest, District will call to order a three-member appeal panel. None of the appeal panel members shall have served on the panel that made the initial determination. The Bid Package Contractor or his/her representative is invited to appear in person to bring before the appeal panel any additional or new information. The panel advises the Bid Package Contractor on the rationale for the initial finding, and allows the Bid Package Contractor to speak to the issues. The Bid Package Contractor is then released from the meeting and the panel members come to consensus on whether or not the protest has merit. The Bid Package Contractor is faxed notification of the appeal panel's decision within five calendar days. The decision of the panel is final.

26. FAILURE TO EXECUTE AND DELIVER DOCUMENTS. If the Bidder to whom the subcontract is awarded shall for ten (10) calendar days after such award fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates and other documents, Construction Manager may, in its sole discretion, deposit the Bidder’s surety bond, cashier’s check or certified check for collection, and retain the proceeds as liquidated damages for the Bidder’s failure to enter into the Contract Documents. The Bidder agrees that calculating the damages Construction Manager may suffer as a result of the Bidder’s failure to execute and deliver all required Contract Documents and other required documents would be extremely difficult and impractical and that the amount of the Bidder’s required Bid security shall be the agreed and presumed amount of Construction Manager’s damages.

27. DEFINITIONS. Except as set forth herein, all abbreviations and definition of terms used in these Instructions are set forth in Specifications Section 01090 Abbreviations, Symbols and Definitions.

28. OWNERSHIP OF DOCUMENTS. All materials, including copyrights for original design work, submitted by Bid Package Contractors in response to this Invitation to Bid shall become the property of the District.

END OF DOCUMENT
EXISTING CONDITIONS AND AVAILABLE DATA

1.01 GENERAL

This document sets forth the terms and conditions under which the CM/Bid Package Contractor may review, study, use or rely upon geotechnical data for, or areas near, the Site, and existing conditions information concerning existing conditions at or near the Site. This document, the available geotechnical data, and the supplied existing conditions information are Contract Documents.

1.02 REPORTS AND INFORMATION

A. District, and its consultants have collected documents that provide a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, utility drawings, and information regarding Underground Facilities.

B. CM/Bid Package Contractors may inspect geotechnical reports and information regarding existing conditions that are available for review in District's offices. CM/Bid Package Contractors may obtain copies of such documents upon presentation of the CM/Bid Package Contractors payment for the cost of reproduction and handling.

C. The Project manual may include geotechnical reports and may also include information regarding existing conditions.

D. Geotechnical reports and data, and information regarding existing conditions and Underground Facilities at or contiguous to the Site, available for review and provided to the CM/Bid Package Contractor are listed in Appendix A, hereby made part of this Section.

1.03 USE OF INFORMATION ON EXISTING CONDITIONS

A. Above-Ground Existing Conditions. Under no circumstances shall District be deemed to make a warranty or representation of existing above-ground conditions, as-built conditions, or other above-ground actual conditions verifiable by reasonable independent investigation. The CM/Bid Package Contractor selected to complete the construction of the Project shall verify the information provided.

B. Underground Facilities. District has made an effort to locate Underground Facilities and is providing this information to the CM/Bid Package Contractor. District does not assume responsibility for the accuracy, completeness or thoroughness of the Underground Facilities, and the CM/Bid Package Contractor is solely responsible for any interpretation or conclusion drawn from this information.

1.04 LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION

A. Geotechnical Data. Except as expressly set forth in this Document 00320, District does not warrant, and makes no representation regarding, the accuracy, completeness or thoroughness of any geotechnical data.

B. The CM/Bid Package Contractor may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions. The term "technical data" in the referenced reports and drawings shall be limited as follows:
1. The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration.

2. The term "technical data" shall not include the location of Underground Facilities.

3. The CM/Bid Package Contractor understands that the District has conducted limited investigation and that additional investigation may be needed prior to construction.

4. The CM/Bid Package Contractor is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions or information contained in supplied geotechnical data.

END OF SECTION
DOCUMENT 00320 A

EXISTING CONDITIONS AND AVAILABLE DATA AVAILABLE UPON REQUEST

REPORTS AND INFORMATION PROVIDED

The following documents are Contract Documents and are included in this Invitation to Bid and are available upon request:

- **Geotech Report** - Geotechnical and Environmental Evaluation West Reservoir Development City College of San Francisco 50 Phelan Ave San Francisco 50 Phelan Avenue San Francisco, CA 94112 May 25, 2007 Project No. 400943005

- **Seismic Letter from Department of Conservation** – California Geological Review. Second Engineering Geology Review for City College of San Francisco dated 12/19/07

- **Storm Water Pollution Prevention Plan** – Prepared by BKF Engineers dated February 5, 2005

- **Bovis Safety & Management System (SMS Manual)**

- **Bovis Lend Lease - Falls Mandate Training Manual Reference Materials**

END OF SECTION
FOR: OCEAN CAMPUS JOINT USE FACILITY, CCSF Project 106A

DISTRICT: Facilities Planning and Construction
CITY COLLEGE OF SAN FRANCISCO
Deliver to: BOVIS LEND LEASE JOBSITE TRAILER
RESERVOIR DEVELOPMENT JOBSITE
50 Phelan Avenue, San Francisco, CA 94112

CONSTRUCTION MANAGER: Bovis Lend Lease, Inc.
71 Stevenson, Street, Suite 800
San Francisco, CA 94105

BID FROM:

___________________, _____________   _________
(City)                                (State)                 (Zip Code)

_______________________         _________________
(Telephone Number)                                  (Fax)

License Classification # ___________

Note: All portions of this Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.

1.0 BIDDER’S REPRESENTATIONS

Bidder, in executing this Bid Form, represents that a) it, and all Subcontractors, regardless of tier, have the appropriate current and active Contractor's license required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bid Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) it agrees to comply with and fulfill all requirements of the Bid Documents including but not limited to those of the Project Labor Agreement, the Labor Compliance Program and the SBE program. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 120 days after the Bid Deadline, and that, if it is selected as the apparent responsive and responsible low Bidder, that it will, within 10 days after receipt of notice of award, sign and deliver to CM/Contractor the Agreement in triplicate and furnish to District all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within the number of days identified in the Performance Schedule after the date of commencement specified in the Notice to Proceed.
2.0 ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from one of the holders of the Bid Documents listed on the Invitation to Bid. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

Bidder acknowledges receipt of the following addenda (list number and date):

Addendum ______ Date __________
Addendum ______ Date __________
Addendum ______ Date __________
Addendum ______ Date __________
Addendum ______ Date __________
Addendum ______ Date __________
Addendum ______ Date __________
Addendum ______ Date __________

3.0 CONTRACT SUM

The sum of the Bid Items listed shall include all cost related to the scope of work identified in the Bid Documents for this Bid Package.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BID ITEM DESCRIPTION</th>
<th>Amount in dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Furnish and Install the complete Cast-In-Place Concrete Work as indicated on the Contract Documents.</td>
<td>LUMP SUM BID $</td>
</tr>
<tr>
<td>B</td>
<td>Total cost of Performance and Labor and Materials Payment Bonds for work of Item A.</td>
<td>LUMP SUM BID $</td>
</tr>
<tr>
<td></td>
<td>BASIS OF AWARD (if awarded) = SUM OF BID ITEMS (A + B = TOTAL BID)</td>
<td>$</td>
</tr>
</tbody>
</table>

Name of the Bonding Company is:
3A ALTERNATES

<table>
<thead>
<tr>
<th>Alt #</th>
<th>Description</th>
<th>ADD</th>
<th>DEDUCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Add Alternate #1 – add alternate for FSC-certified manufactured wood ceilings (see Spec Section 01230)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Deductive Alternate #2 – Photovoltaic System (see Spec Section 01230)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Voluntary Alternates: (Provide a detailed description of the proposed work. Attach additional sheets if necessary).

NONE

ADD/DEDUCT: $0

3B UNIT PRICES

<table>
<thead>
<tr>
<th>NO.</th>
<th>UNIT PRICE DESCRIPTION</th>
<th>UNIT</th>
<th>Amount in dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>NONE</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

4.0 BASIS FOR DETERMINATION OF APPARENT LOW BID

Voluntary Alternate(s), if provided, will not impact the determination of the apparent low bidder. The basis for determination of the apparent low bidder shall be the sum of all Bid Items, as adjusted by SBE Bid Discount if applicable. The District's policy is to give a Bid Discount to firms whose “Yes” answer to one of the following questions is determined to be valid:

For Bid Packages where a “SBE participation goal” is stated:

a. For Bid Packages where a “SBE participation goal” is stated, Bidder hereby attests that he meets the goal stated and is eligible for the Bid Discount.

   Yes ☐ No ☐

OR

b. For Bid Packages where “SBE participation goal” reads “No Goal”, Bidder hereby attests that he is eligible for the Bid Discount because Bidder has achieved 25% participation.
5.0 LIST OF SUBCONTRACTORS

Whether or not Bidder will use Subcontractors for the work included in this Bid, Bidder is required to attach a completed List of Subcontractors Form 00435 listing subcontractors whose contract value exceeds ½ of 1% of Initial Contract Sum. If there will be no subcontracts, submit the form and state “NA” on the list.

6.0 CONFIRMATION OF TERMS (please initial your understanding of each item)

1. The Bidder is familiar with BLL’s Safety Program, including, but not limited to, Falls Mandate, pre-task planning, drug testing, and site orientation, and hereby includes all labor, material, and equipment costs necessary to ensure participation and compliance with the Program. ______________

2. The Bidder is familiar with all minimum insurance requirements for this Project. ______________

3. If successful, the Bidder agrees to execute Bovis’ contract WITHOUT EXCEPTION. ______________

4. The successful Bidder will be required to develop a “site specific” safety plan for this project. ______________

5. The Bidder has included a completed Pre-qualification form and understands, at the discretion of City College of San Francisco and / or Bovis Lend Lease, Inc., that an inability to demonstrate financial stability, previous experience, or Safety performance may be cause for disqualification as non-responsive. ______________

6. The Bidder is familiar with the College’s “Small Local Business” and “Small Business” Enterprise programs and understands that failure to comply or offer a “good faith effort” may be cause for disqualification as non-responsive. ______________

7.0 BIDDER INFORMATION

TYPE OF ORGANIZATION: ____________________________

(Corporation, Partnership, Individual, Joint Venture, etc.)

If a corporation, corporation is organized under the laws:

STATE OF ____________________________.

(State)

NAME OF PRESIDENT OF THE CORPORATION:

_______________________________________

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

_______________________________________
(Insert Name)

If A PARTNERSHIP, NAMES AND TITLES OF PERSONS SIGNING THE BID ON BEHALF OF BIDDER AND ALL GENERAL PARTNERS:

PERSONS SIGNING ON BEHALF OF BIDDER:

________________________________________

(Insert Names and Titles)

ALL GENERAL PARTNERS:

________________________________________

(Insert Names)

CALIFORNIA CONTRACTORS LICENSE(S):

________________________  __________________________  __________________________
(Classification)   (License Number)  (Expiration Date)
8.0 REQUIRED COMPLETED ATTACHMENTS

The documents listed as required as part of Bid in Section 00210 Instructions to Bidders are submitted with and made a part of this Bid. To be considered responsive Contractor shall submit the required additional documents following receipt of Bids.

ATTACHMENT CHECKLIST (please confirm the following are included with your bid)

__________ Cash, cashier’s check, certified check, or corporate surety bond

__________ Completed Document 00435 - Subcontractors List Form

__________ Completed Document 00450 - Non-collusion Affidavit

__________ Completed Document 00460 - Bid Package Contractor Qualification Form

__________ Completed Document 00465 - Bid Package Contractor Prequalification Questionnaire

__________ Completed Forms from Spec Section 01375

9.0 DECLARATION

I, _________________________________, hereby declare that I am the
(Printed name)

_________________________ of __________________________

(Title) (Name of Bidder)

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed at: _________________________________(Name of City if within City, otherwise Name of County), State of ____________________________, on ____________________________.

(State) (Date)

________________________________________

(Signature)

END OF SECTION
Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contracts Code, and as set forth in Instructions to Bidders, the above named Bid Package Contractor hereby designates below the names and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

- We are not using any Subcontractors.
- All of our Subcontractors that are performing at least 1/2 of 1% of the Work are listed below, including for additive Alternates, if any.

<table>
<thead>
<tr>
<th>WORK TO BE PERFORMED</th>
<th>NAME OF SUBCONTRACTOR</th>
<th>LOCATION OF PLACE OF BUSINESS</th>
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</tbody>
</table>

In executing this form, Bidder hereby agrees to provide additional data on subcontractors by the time indicated and to demonstrate Good Faith Effort to achieve the District's SBE goals in accordance with Instructions to Bidders.

Signed

END OF SECTION
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

State of California    
County of San Francisco,    

____________________(name of signatory), being first duly sworn, deposes and says that he or she
is_____________(title) of ______________________________(company name) the party making the
foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the
bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has
not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a
sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or
indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder
or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other
bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the
proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not,
directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or
divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership,
company association, organization, bid depository, or to any member or agent thereof to effectuate a
collusive or sham bid.

____________________________________
Signature

____________________________________
Date

____________________________________
Project Title

Public Contract Code, Section 7106

END OF SECTION
SECTION 00460
BID PACKAGE CONTRACTOR'S QUALIFICATION STATEMENT

1. "Responsible" and "Responsive" Bids. The following definitions of "responsible" and "responsive" apply to construction projects to be awarded by the City College of San Francisco School District (District) and Bovis Lend Lease, Inc (Bovis)

Responsible - A bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid.

Responsive - A bid which meets all of the specifications set forth in the request for bids.

2. The District and Bovis retain the right to consider the following factors in determining whether a bidder can be expected to perform satisfactorily on a particular project:

a. Whether the Bid package contractor or his subcontractors are duly licensed to undertake the work involved.
b. Whether the Bid package contractor or his subcontractors has defaulted on a contract within the two-year period immediately prior to filing of the STATEMENT or update thereof.
c. Whether the Bid package contractor or his subcontractors has been found to be in violation of Apprenticeship requirements under a State Business and Professions Code or Labor Code within the two-year period immediately prior to filing of the STATEMENT or update thereof.
d. Whether the Bid package contractor or his subcontractors has been found guilty of failure to pay required prevailing wages on a public contract within the two-year period immediately prior to filing of the STATEMENT or update thereof.
e. Whether the Bid package contractor or his subcontractors has been found to be in violation of SBE Program requirements by the City of San Francisco and/or the City College of San Francisco School District Contract Compliance Programs within the two-year or five-year period immediately prior to filing of the STATEMENT or update thereof.
f. Whether the Bid package contractor or his subcontractors has been formally found to be a non-responsible bidder by a public agency within the two-year period immediately prior to filing of the STATEMENT or update thereof, and the reasons for such finding.
g. Whether the Bid package contractor's EMR and record of accidents indicates that Bid package contractor's safety program is adequate for this Project as defined in 00730 Additional Subcontractor Conditions.
h. Representative projects constructed by the Bid package contractor within the five-year period immediately prior to filing of the STATEMENT or update thereof. (Note: This information may include experience by the bid package contractor or principal who will be responsible for the work. A new bid package contractor will not be penalized if the list of projects is a brief one.)
i. Whether the Bid package contractor has adequate financial capacity to fulfill the requirements of this Project in compliance with the Contract Documents.

THE ABOVE HAS BEEN READ BY THE PARTICIPANT AND HAS BEEN CONSIDERED IN THE COMPLETION OF THE BID PACKAGE CONTRACTOR'S QUALIFICATION STATEMENT DOCUMENTS, SIGNATURE ACKNOWLEDGING THE ABOVE HAS BEEN READ AND UNDERSTOOD:

________________________________________________________________________
Name of Company/Corporation President

________________________________________________________________________
Signature of Authorized Official who will prepare

October 20, 2008                                          00460                                          Bid Package Contractor
Page 1 of 2                                          Qualification Form
The following information is provided in response to points 2a. through 2i. Where there is no information applicable, "None" or "No" should be entered. In each case where there is more than one reason to a "Yes" response, detail each such basis or case.

2a. Contractor's License Number(s) ____________________________
    Class(es) of License(s) ____________________________
    Valid Through ____________________________

2b. Has the bid package contractor defaulted on a construction contract within the two-year period immediately prior to filing of the STATEMENT? __________ If the answer is "Yes", attach a sheet giving the following information: Name of owner, title of project, contract amount, location of project, date of contract, date of default, and name of bonding company.

2c. Has the bid package contractor or his sub-contractor been found by an appropriate authority to be in violation of Apprenticeship requirements under a State Business and Professions Code or Labor Code within the two-year period immediately prior to filing of the STATEMENT? __________ If the answer is "Yes", attach a sheet giving the following information: Date(s) of the findings(s), name(s) of the authority(ies), name(s) and locations(s) of project(s) involved, name(s) of owner(s), sanction(s) imposed.

2d. Has the bid package contractor or his sub-contractor been found guilty of failure to pay required prevailing wages on a public contract within the two-year period immediately prior to filing of this STATEMENT? __________ If the answer is "Yes", attach a sheet giving the following information: Name of Project(s), name of owner(s), name(s) of authority(ies) making the finding(s), date(s) of the finding(s), sanction(s) imposed.

2e. Has the bid package contractor or his sub-contractor been found by the City of San Francisco and/or the City College of San Francisco School District Contract Compliance Programs to be in violation of SBE requirements within the two-year or five-year period immediately prior to filing this STATEMENT? __________ If the answer is "Yes", attach a sheet giving the following information: Date(s) of finding(s), name(s) of the project(s), project owner(s), and sanctions(s) imposed.

2f. Has the bid package contractor been formally found to be a non-responsible bidder by a public agency within the two-year period immediately prior to the filing of this STATEMENT? __________ If the answer is "Yes", attach a sheet giving the following information: Name of body(ies) making the finding(s), name(s) of the project(s) involved, reasons stated for making the finding(s), date of finding.

2g. Has the bid package contractor completed Form 00465 Bid Package Contractor Safety Form? ---

END OF FORM
Bid Package Contractor Prequalification Questionnaire - Financial

Please complete the prequalification form in its entirety, along with providing any necessary attachments. Missing or incomplete information may be grounds for disqualification. All information is confidential.

All questions indicated with a grading scale will be used to qualify the bidder as responsive to the Response for Proposal, as they relate to the topics of financial strength, previous experience, and safety performance. All other grading requirements are determined elsewhere in this bid package.

<table>
<thead>
<tr>
<th>Today's Date</th>
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<table>
<thead>
<tr>
<th>Company Information and Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City</td>
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<tr>
<td>State</td>
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<tr>
<td>Zip</td>
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<td>Telephone</td>
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<td>Fax</td>
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<td>Contact Person</td>
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<td>Contact Telephone</td>
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<tr>
<td>Contact E-mail</td>
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</tbody>
</table>

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<tr>
<th>Company Ownership</th>
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<tbody>
<tr>
<td>Type of Company</td>
</tr>
<tr>
<td>President</td>
</tr>
<tr>
<td>Place of Incorporation</td>
</tr>
<tr>
<td>Date of Inception</td>
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<tr>
<td>Years in CA</td>
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<tr>
<td>Year in Bay Area</td>
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<tr>
<th>Financial Information</th>
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<tbody>
<tr>
<td>Banking Institution</td>
</tr>
<tr>
<td>Reference Contact</td>
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<td>Reference Telephone</td>
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<tr>
<td>Years with Bank</td>
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<tr>
<th>Bonding Information</th>
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<tr>
<td>Bonding Company</td>
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<tr>
<td>Reference Contact</td>
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<tr>
<td>Reference Telephone</td>
</tr>
<tr>
<td>Bond Rating</td>
</tr>
<tr>
<td>Bond Category</td>
</tr>
</tbody>
</table>

*Bond (AM Best) Rating must be "A" or higher. Lower Rating is grounds for Bid Disqualification.*

*Bond (Financial Size) Category must be "VIII" or higher. Lower Rating is grounds for Bid Disqualification.*
<table>
<thead>
<tr>
<th>Project Experience</th>
<th>Name</th>
<th>Date Completed</th>
<th>Contract Amount</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Largest Project Ever Completed</td>
<td></td>
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<tr>
<td>&gt;=Bid Package Estimate x 2 = 3 pts, &gt;= Bid Package Estimate x 1.5 = 2 pts, &gt;= Bid Package Estimate x 1 = 1 pts</td>
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<tr>
<td>2. Largest Project Completed in the Last 3 Years</td>
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<tr>
<td>&gt;=Bid Package Estimate x 2 = 4, &gt;= Bid Package Estimate x 1.5 = 3, &gt;= Bid Package Estimate x 1 = 2</td>
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<tr>
<td>3. Similar Project Within the Last 3 Years of at least 50% Value of Bid Package Estimate</td>
<td></td>
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<td></td>
<td>1 Point</td>
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<tr>
<td>4. Similar Project Within the Last 3 Years of at least 50% Value of Bid Package Estimate</td>
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<td></td>
<td>1 Point</td>
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<tr>
<td>5. Similar Project Within the Last 3 Years of at least 50% Value of Bid Package Estimate</td>
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<td></td>
<td>1 Point</td>
</tr>
<tr>
<td>6. Similar Project Within the Last 3 Years of at least 50% Value of Bid Package Estimate</td>
<td></td>
<td></td>
<td></td>
<td>1 Point</td>
</tr>
<tr>
<td>7. Similar Project Within the Last 3 Years of at least 50% Value of Bid Package Estimate</td>
<td></td>
<td></td>
<td></td>
<td>1 Point</td>
</tr>
<tr>
<td>8. Similar Project Within the Last 3 Years of at least 50% Value of Bid Package Estimate</td>
<td></td>
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<td>1 Point Plus 1 Point Bonus</td>
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<tr>
<td>9. Similar Project Within the Last 3 Years of at least 50% Value of Bid Package Estimate</td>
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<td>1 Point Plus 1 Point Bonus</td>
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<tr>
<td>10. Similar Project Within the Last 3 Years of at least 50% Value of Bid Package Estimate</td>
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<td>1 Point Plus 1 Point Bonus</td>
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<tr>
<td>11. Similar Project Within the Last 3 Years of at least 50% Value of Bid Package Estimate</td>
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<td></td>
<td></td>
<td>1 Point Plus 1 Point Bonus</td>
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</table>

Total Score
Must be > 8

See Next Tab
### OSHA 300 SAFETY INFORMATION

Please provide information for previous **three calendar years.**

<table>
<thead>
<tr>
<th>Description</th>
<th>2007</th>
<th>2006</th>
<th>2005</th>
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</thead>
<tbody>
<tr>
<td>Number of OSHA Recordable Injury Cases</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OSHA Recordable Incident Rate</td>
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<td></td>
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<tr>
<td>Number of Lost Time Accidents / Illnesses</td>
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</tr>
<tr>
<td>Lost Time Accident / Illness Rate</td>
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<tr>
<td>Total Days Away from Work due to Injury / Illness</td>
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<td></td>
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<tr>
<td>Total Employee Hours Worked</td>
<td></td>
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<tr>
<td>Number of Fatalities</td>
<td></td>
<td></td>
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</tbody>
</table>

Actual copies of OSHA logs may be required upon request.

### OSHA NON-COMPLIANCE CITATIONS

Please list the number of OSHA non-compliance citations upheld in the last three years.

<table>
<thead>
<tr>
<th>Description</th>
<th>2007</th>
<th>2006</th>
<th>2005</th>
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<tbody>
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</table>

Attach additional sheet if needed.
1. What is your Company's current Experience Modifier Rate?  

\[
<0.80 = 6, \quad <1.0 = 5, \quad <1.05 = 4, \quad <1.10 = 3, \quad <1.25 = 2, \quad >1.25 = \text{Disqualified}
\]

Successful bidders with current EMR’s in excess of 1.05 may be required to provide additional risk mitigation measures such as, but not limited to, supervisor training, site inspections, crew meetings, daily reports, or other measures beyond BLL’s standard safety program in order to ensure compliance and provide a safe work environment. initials ______________________________

The scope of such measures will be mutually agreed and the cost will be incorporated into the successful bidder’s base bid.

2. What is your Company's Experience Modifier Rate for the previous year? (2007)  

\[
<0.80 = 6, \quad <1.0 = 5, \quad <1.05 = 4, \quad <1.10 = 3, \quad <1.25 = 2, \quad >1.25 = \text{Disqualified}
\]

3. What is your Company's Experience Modifier Rate for the previous year? (2006)  

\[
<0.80 = 5, \quad <1.0 = 4, \quad <1.05 = 3, \quad <1.10 = 2, \quad <1.25 = 1, \quad >1.25 = 0
\]

4. What is your Company's Experience Modifier Rate for the previous year? (2005)  

\[
<0.80 = 5, \quad <1.0 = 4, \quad <1.05 = 3, \quad <1.10 = 2, \quad <1.25 = 1, \quad >1.25 = 0
\]

5. Does your company have a written safety program?  

Yes = 3   No = 0

6. Does your company provide safety orientations for new employees?  

Yes = 2   No = 0

7. Does your company have a safety incentive program?  

Yes = 2   No = 0

8. Does your company perform accident/ incident investigations, which identify root causes?  

Yes = 2   No = 0

9. Are any of your employees that are not classified as full-time safety professionals required to complete OSHA safety Courses?  

OSHA 30 Hour - OSHA 10 Hour = 1  
OSHA 500 - OSHA 501 = 2

10. Does your company conduct valid drivers license record verifications for all employees who operate a company vehicle on the job?  

Yes = 1   No = 0

11. Are accident / incident reports distributed to senior management?  

Yes = 2   No = 0

12. Does your company have a pre-hire alcohol / illegal substance screening program?  

Yes = 3   No = 0

13. Does your company have a post-accident alcohol / illegal substance screening program?  

Yes = 3   No = 0

14. Can you provide evidence of previous pre-task planning on your projects?  

Yes = 2   No = 0

15. Can you provide evidence of site specific safety plans on your projects?  

Yes = 3   No = 0

16. Can you provide evidence of project safety inspections?  

Daily = 5, Weekly = 3, Monthly = 1

17. Can you provide evidence of MSDS recordkeeping on previous projects?  

Yes = 2   No = 0

---

Note: All scores are considered "or equal to"  

Total Score must be > 30

---
THE BOARD OF TRUSTEES RESOLUTION NO. 070524-B9

THIS AGREEMENT is made as of the 1st day of June, 2007, by and between BOVIS LEND LEASE, INC. (the “Contractor”), and the BOARD OF TRUSTEES of the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, (the “District”) under and by virtue of the authority granted to it as such by the Laws of the State of California (California Education Code Section 81130, et seq.), for and on behalf of the District for the Balboa Reservoir Site Development, Academic Joint Use Facility, and the Advanced Bio/Stem Cell Technology Learning Center.

The District’s address for notices is: James Blomquist
Associate Vice Chancellor
Facilities Management
City College of San Francisco
50 Phelan Avenue, S142
San Francisco, CA 94112

The Contractor’s address for notices is: Bovis Lend Lease, Inc.
71 Stevenson St. Suite 800
San Francisco, CA 94105

The address for the Project is: City College of San Francisco
50 Phelan Avenue, S142
San Francisco, CA 94112

District’s Representative is: Winifred Kwofie
Project Manager

whose address for notices is: Facilities Planning & Construction
City College of San Francisco
50 Phelan Avenue, S142
San Francisco, CA 94112

Contract Documents for the Work Prepared by: BKF Engineers – Site Development
RHAA – Landscape Architects
VBN/Pfau – Joint Use Facility
Gensler – Advance Bio/Stem Cell Technology Center

District and Contractor hereby agree as follows:

ARTICLE 1 WORK

Contractor shall provide all work required by the Contract Documents (the “Work”). Contractor agrees to do additional Work arising from changes ordered by the District pursuant to Article 7 of the General Conditions or Contract Amendments ordered by the District pursuant to Article 16 of the General Conditions. The Work will be performed in Phases identified as follows:

February 2008

00520-1

Agreement
Phase 1 – Pre-Construction Services

The project scope includes preconstruction services for the work known as the sitework, the Joint Use Facility, and the Advanced Technology Facility. Preconstruction includes at least one detailed estimate, estimate updates based on subsequent design milestones, value engineering evaluations, “constructability” reviews, and the attendance of periodic design and coordination meetings during the preconstruction phase of each project. Bid package advertisement, bid package assembly, bid analysis and recommendation, and the assembly of the GMP are part of Phase 2.

Phase 2 – Construction

The project scope includes the project management and construction of the sitework, Joint Use Facility, and the Advanced Technology Facility. Phase 2 will be added to this agreement by change order.

ARTICLE 2 OPTION

The District may require the performance of the Work under Phase 2 by exercising its option, in writing, directing the Contractor to proceed with performance under Phase 2 and prior to the development and/or acceptance of the GMP. The Option for Phase 2 may be exercised at any time after the Notice to Proceed is issued for Phase 1, but no earlier than the Phase 1 duration less the Design/Construction Overlap Duration, nor later than sixty days after the completion of Phase 1.

ARTICLE 3 CONTRACT DOCUMENTS

“Contract Documents” means the Announcement to Pre-Qualified Bidders, Instructions to Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions and Special Conditions, Exhibits, Division 0 and 1 of the Project Manual, Technical Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Contract Amendments, Notice of Completion, any documents incorporated by reference into the foregoing documents and all other documents identified in this Agreement together which form the contract between District and Contractor for the Work. The contract constitutes the complete agreement between District and Contractor and supersedes any previous agreements or understandings.

ARTICLE 4 CONTRACT SUM

Subject to the provisions of the Contract Documents, District shall pay to Contractor for the performance of the Pre-Construction Services, the sum of $307,500 ($307,500). Contractor’s Fee for construction phase services shall be 3.4% of the direct cost of the work and general conditions based on the award of projects up to the total of $250,000,000. Once the scope of work hereunder has been completed, or the Agreement dissolved, the Fee will be adjusted to 3.6% on all completed work if the total cost is less than $120,000,000; 3.8% if the total cost is less than $80,000,000; and 4% if the total cost is less than $40,000,000. The Initial Contract Sum may be increased if the District exercises the option for Phase 2.

Option Sum - Phase 2 – Will be determined upon completion of the GMP. The scope includes construction phase of sitework, including, soil import and compaction, thermal piping, site walks and roads, landscaping, irrigation. The Joint Use Facility includes foundations and steel structure, exterior metal panels and glass systems, a “green” roof, and a natural ventilation system. The Advanced Technology system scope is currently undetermined.

Any Anticipated Contract Values or Anticipated Maximum Contract Values indicated in this agreement do not constitute a guarantee by the District of future work under contract and CM at Risk’s right of recovery.
shall be limited to the Contract Sum as indicated by this agreement or by change order to this Agreement only.

**ARTICLE 5 CONTRACT TIME**

Phase 1 - Contractor shall commence the Work for Phase 1 on the date specified in the Notice to Proceed for Phase 1 and fully complete the work within the time indicated on the approved contract schedule, the "Contract Time”.

Phase 2 – The Contractor shall commence the Work for Phase 2 on the date specified in the Notice to Proceed for Phase 2 and fully complete the Work for Phase 2 within number of days to be determined upon completion of the GMP or the acceptance of the contract schedule, whichever comes first. Upon issuance of the Notice to Proceed for Phase 2, the Contract Time will be revised to be number of days calculated from the date specified on the Phase 1 Notice to Proceed, as modified by change order, to the date of the Notice to Proceed for Phase 2 plus the number of days allotted herein for the completion of Phase 2.

For purposes of assessing Liquidated Damages, “Contract Time” is defined as the duration from the Notice to Proceed through the issuance of a Certificate of Substantial Completion by the District. This Certificate allows for the inclusion of minor punchlist items or direct work that has not been completed, but in no way hinders the occupancy of the project.

By signing this agreement, Contractor represents to District that the contract time for each Phase is reasonable for completion of the work for that Phase and that Contractor will complete the Work within the Contract Time, as may be revised per the terms of this Agreement.

**ARTICLE 6 LIQUIDATED DAMAGES**

The District and the Contractor agree that time is of the essence in this agreement in all things and that the District will suffer financial loss if the work is not completed within the time specified, plus any time extensions allowed in accordance with the General Conditions and incorporated by Change Order. If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to District, as liquidated damages and not as a penalty, the amounts indicated below for each calendar day that expires without achieving Substantial Completion after the time allowed in the Agreement in excess of a 21-day grace period until Substantial Completion of the Work is achieved.

With this provision for Liquidated Damages in this agreement, District hereby waives all rights to recovery of consequential damages that may arise from any delay in the project's completion, including but not limited to rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such people. District and Contractor agree that if the Work is not completed within the Contract Time, District's damages would be extremely difficult or impracticable to determine and that the aforesaid amount is a reasonable estimate of and a reasonable sum for such damages. District may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of District in the event of any other default of Contractor other than failing to complete the Work within the Contract Time. This Article 6 will only apply if the District exercises its Option for Phase 2. This Article 6 shall survive termination of this Agreement.
Contractor shall pay the Liquidated damages daily rate for Phase 2 - $3,000 for each calendar day beyond the grace period that expires without achieving Substantial Completion after the time allowed in the Agreement.

**ARTICLE 7 COMPENSABLE DELAY**

If Contractor is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by a fixed daily sum to be determined upon establishment of the GMP for extended general conditions costs for each day for which such compensation is payable.

This Article 7 will only apply if the District exercises its Option for Phase 2, and only to the extent that Contractor fulfills requisites proving entitlement to Compensable Delay damages.

**ARTICLE 8 DUE AUTHORIZATION**

The person or persons signing this Agreement on behalf of Contractor hereby represent and warrant to District that this Agreement is duly authorized, signed, and delivered by Contractor.

**ARTICLE 9 PHASE 1 TERMINATION**

District may terminate the Phase 1 Work for convenience any time upon 5 days written notice. In the event of such termination of the Phase 1 Work for convenience, the District shall pay Contractor the reasonable value of Contractor’s Work up to the effective date of termination plus reasonable close-out costs, not to exceed the Contract Sum for Phase 1.

Article 13.4 of the General Conditions shall not apply to any termination of the Phase 1 Work for convenience; Article 13.4 only shall apply to termination for convenience of the Phase 2 Work.

**ARTICLE 10 CONTRACTOR’S REPRESENTATIONS**

Without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, the Contractor makes the following representations to District:

a. Contractor accepts the relationship of trust and confidence with the District established by the Contract Documents. Contractor will cooperate with District. Notwithstanding the foregoing or any other provision of the Contract Documents, Contractor shall not be deemed a trustee or fiduciary of the District.

b. Contractor has made a careful visual examination the site of the Project, to the extent available, and the adjacent areas, has suitably investigated the nature and location of the Work and has satisfied itself as to the general and local conditions which will be applicable, including but not limited to: (a) conditions related to site access and to the transportation, disposal, handling and storage of materials; (b) the availability of labor, water, power and roads; (c) normal weather conditions; (d) observable physical conditions at the site and existing site conditions including: size, utility capacities and connection options of external utilities; (e) the surface conditions of the ground and existing structures and (f) the character and availability of the equipment and facilities which will be needed prior to and during the performance of Work.

c. Contractor has suitably reviewed documentation furnished by District in the Information Available to Bidders.
d. All labor, services, materials, equipment and furnishings incorporated into Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents) and free of liens, claims and security interests of third parties. If required by the District, Contractor will furnish satisfactory evidence as to the kind and quality of the materials, equipment and furnishings.

e. The Work will be of good quality, free of defects and will conform to the requirements of the Contract Documents. Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or authorized by the District in advance, may be considered defective.

f. It is understood and agreed that this agreement is entered into in compliance with, and subject to, the conditions imposed by Titles 19 and 21 of the California Code of Regulations; the California Public Contract Code; and Title 3, Division 7, Part 49, Chapter 1 of the California Education Code (Section 81130, et seq., Field Act—Community Colleges).

g. All Project Construction Cost Estimates provided by the Contractor for the Work based on Drawing and Specification submittals produced by the District’s Design Professional will be complete and accurate; will incorporate the cost for the means and methods required to complete the Work; and will incorporate the cost for all schedule constraints shown in the Contract Schedule necessary to complete the work within Contract Time. The Contractor will access all tools, processes, and expertise available to provide a professional and accurate work product. However, the Contractor at risk does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price.

h. The agreement with the Contractor shall be governed by, construed, interpreted and enforced in accordance with the Laws of the State of California.

i. The requirements of California Labor Code Section 1770, et seq, requiring the payment of the general prevailing rate for wages to all workers employed in the work shall be complied with in the performance of this contract. Where the minimum rate of pay for any classification differs between State and Federal wage rate determinations, the higher of the rates of pay shall prevail. It is hereby stipulated that the Contractor shall forfeit, as a penalty, to the District, twenty five dollars ($25.00) for each laborer, workman, or mechanic employed, in the execution of the contract, by the Contractor, or by any sub-contractor under the Contractor, upon the work in this contract specified, for each calendar day during which such laborer, worker, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Sections 1810 to 1815, inclusive, of the State Labor Code.

ARTICLE 11 PRELIMINARY COST ESTIMATES

11.1.1 When the District has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Contractor shall prepare, for the review of the Architect and approval of the District, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

11.1.2 When Schematic Design Documents have been prepared by the Architect and approved by the District, the Contractor shall prepare, for the review of the Architect and approval of the District, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Contractor shall update and refine this estimate at appropriate intervals agreed to by the District Architect and Contractor.
11.1.3 When Design Development Documents have been prepared by the Architect and approved by the District, the Contractor shall prepare a detailed estimate with supporting data for review by the Architect and approval by the District. During the preparation of the Construction Documents, the Contractor shall update and refine this estimate at appropriate intervals agreed to by the District, Architect and Contractor.

11.1.4 If any estimate submitted to the District exceeds previously approved estimates or the District's budget, the Contractor shall make appropriate recommendations to the District and Architect.

The Contractor does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Contractor concerning design alternatives shall be subject to the review and approval of the District and the District's professional consultants. It is not the Contractor's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Contractor recognizes that portions of the Drawings and Specifications are at variance therewith, the Contractor shall promptly notify the Architect and District in writing.

ARTICLE 12 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

12.1.1 When the Drawings and Specifications are sufficiently complete and when all trade and vendor contracts are fully executed, the Contractor shall provide a Guaranteed Maximum Price ("GMP"), which shall be the sum of the estimated Cost of the Work and the Contractor's Fee. As used in this Paragraph, the phrase "sufficiently complete" shall mean, as to the applicable portion of the Work, drawings and specifications that are ready for competitive bidding and indicate one hundred percent (100%) of the design intent, and are adequate to fully delineate all building systems, structures and materials for such portion of the Work. Contractor will require all bidders whose subcontracts are over $300,000.00 to furnish performance and payment bonds. If any low bidder that is proposed to be included in the GMP can not provide a bond that is acceptable to Contractor, then Contractor will award the subcontract to a bidder that can provide a bond that is acceptable to Contractor and the GMP shall be increased by the difference between the price of the rejected bidder and the bidder ultimately approved for this trade item. Contractor does not guarantee that any bidder, including the lowest bidder, will meet the bonding criteria. Contractor shall not be required to contract with anyone as to whom Contractor has an objection.

12.1.2 Contractor will also require approximately 75% by cost of the subcontracted trades to be bid and awarded prior to issuing a GMP. At a minimum, required trades include mechanical/plumbing, electrical and other Division 16 systems, fire sprinkler, structural steel, cast-in-place concrete and reinforcing steel, drywall, glazing, elevators, and exterior enclosures.

12.1.3 As the Drawings and Specifications may not be finished at the time the GMP proposal is prepared, the Contractor shall provide in the GMP for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable there from, along with being consistent with the proposed use of the building and the project's construction budget. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

12.2...
12.2.1 Contractor shall have access to the Contractor's contingency to provide for selective overtime work in order to maintain the Project Schedule or to preempt the possibility of a schedule delay.

12.3 The GMP and its basis shall be set forth in Schedule A attached hereto. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

12.4 The District shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions, qualifications, exclusions, clarifications and value engineering contained in Schedule A attached hereto. Such revised Drawings and Specifications shall be furnished to the Contractor no later than ten (10) days after GMP approval, or a mutually agreed duration based on the scope of the revisions. The Contractor shall promptly notify the Architect and District if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions, qualifications, exclusions, clarifications and value engineering. If the value engineering contained in the GMP is not reflected in the Drawings and Specifications, then Contractor will be issued a Scope Change/Change Order to adjust the Contract Time and GMP accordingly. Nothing in this Agreement shall be deemed to require, or authorize, or permit Contractor to perform any act which would constitute design services, laboratory testing, inspection services, investigations, or the practice of architecture, professional engineering, certified public accounting or law. With the exception of the Guaranteed Maximum Price referred to in this Agreement, the recommendations, advice, budgetary information and schedules to be furnished by Contractor under this Agreement are for the sole use of District and shall not be deemed to be representations, warranties, or guarantees or constitute the performance of licensed professional services.

12.5 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established.

12.6 If the GMP has been established and a specific bidder among those whose bids are delivered by the Contractor to the District and Architect (1) is recommended to the District by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the District requires that another bid be accepted, then the Contractor may require that a change in the Work be issued to adjust the Contract Time and the GMP by the difference between the bid of the person or entity recommended to the District by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the District.

ARTICLE 13 GUARANTEED MAXIMUM PRICE

13 The sum of the Cost of the Work and the Contractor's Fee are guaranteed by the Contractor not to exceed the amount provided in Schedule A, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by the Contractor without reimbursement by the District.
13.2 District in writing may order changes in the Work consisting of: additions, deletions, and modifications in the Work specified in the Contract Documents upon which the District's approved budget for the Project was prepared; work which must be performed in respect of unforeseen conditions; changes in the intensity and pace of the Work; uncovering and covering of a portion of the Work, if such portion, upon uncovering, is found to be acceptable; and items which are specifically the responsibility of District under this Agreement, but are being handled and paid through Contractor as a matter of convenience to the District. Such changes shall be known as "Scope Changes" or "Change Orders". The events described in Section 8.3.1 of the General Conditions shall also result in the issuance of a Scope Change if said events lead to an increase in the GMP and/or the Cost of the Work. The amount of each Scope Change shall be the actual cost of the change in Work inclusive of a factor of Five percent (5%) for an estimate of additional "general condition items" (as said phrase is generally understood in the construction industry), plus applicable fee. Scope Changes shall also include anticipated expenditures for Work and building permits if not explicitly included in the Guaranteed Maximum Price. Scope Changes shall be approved in writing by District promptly upon submission by Contractor, failing which the change in the Work shall not proceed. The GMP shall be increased by the total amount of each and every Scope Change.

13.3 Costs to be Reimbursed

13.3.1 LABOR COSTS. The following labor costs will be reimbursed within the Guaranteed Maximum Price:

.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the District's agreement, at off-site workshops.

.2 Wages or salaries of the following classifications of Contractor's supervisory and administrative personnel who provide services in direct connection with the Project: Project Executive, Project Manager, Assistant Project Manager(s), Estimator(s), Scheduler(s), General Superintendent(s), Project Superintendent(s), Assistant Superintendent(s), Site Safety personnel, Technical Support personnel, Mechanical/Electrical Project Manager(s) and Superintendent(s), Project Accountant(s), timekeepers, personnel referred to in Section 13.1.2.3, EEO personnel, insurance personnel, clerical and data processing personnel, and such other classes of personnel as are approved by the District. For any such personnel who devotes at least forty (40) hours to the Project during the payroll week, District will pay to Contractor an amount equal to the weekly salary paid to such personnel, plus the agreed multiplier as indicated in (.4) below (except if the payroll week includes Benefit Days as defined in this section, in which case District shall pay a pro rata portion of such weekly salary based on days actually worked). If any such personnel devotes less than forty (40) hours to the Project during the payroll week, District will pay to Contractor an amount equal to one-fortieth (1/40) of the weekly salary paid to such personnel, plus the agreed multiplier as indicated in (.4) below, multiplied by the number of hours worked on the Project. Prior to the commencement of work, Contractor shall submit a list setting forth the names of supervisory and administrative personnel that will provide services on the project and such list shall be approved by the District. Any increase in such staffing shall be approved by the District if it would increase the GMP.

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<th>Classification</th>
<th>Name</th>
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February 2008

00520-8 Agreement
(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal office or offices other than the site office shall be included in the Cost of the Work, such personnel shall be identified below.)

[To be identified with general conditions]

.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under this Sections. For persons referred to in this section, fringe and employment benefits and statutory charges shall be calculated at the rate of wages or salary for calendar year 2007, which rate shall be subject to annual adjustment (if appropriate) by Contractor. This rate includes vacation days, holidays, sick and personal days, authorized time off (collectively referred to as "Benefit Days"), employee insurance (including health care, life and disability insurance) and employee incentives (including bonuses, retirement plan, tuition reimbursement and training courses). For persons referred to in this section, payroll taxes (FICA, FUTA and SUTA) will be charged at required of wages or salary for calendar year 2007, which rate shall be subject to annual adjustment (if appropriate) by Contractor.

13.3.2 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

.2 Costs of materials described in the preceding Section in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the District at the completion of the Work.

.3 Costs, including transportation, installation, maintenance, storage, taxes, insurance, repairs, unloading and return to point of origin, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.

.4 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof, storage, insurance, taxes, deposits, unloading and return to point of origin. Rates and quantities of equipment rented shall be subject to the District's prior approval. Rental and/or leasing of automobiles
(including leased automobiles and vehicle allowances provided by Contractor to those employees providing services in connection with the Work and for such time as is devoted to the Work) with the prior written consent of the District.

.5 Costs of removal of waste and debris from the site.

.6 Costs associated with Contractor’s Falls Mandate Safety program, including Subcontractor’s labor costs to attend safety training and safety awareness programs.

.7 Photographs, costs of telegrams, messengers, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office, charges associated with computer/electronic management systems and document management systems (including any Web enabled systems) used for the Project, heat, light, power, water, sanitary facilities, first aid facilities, safety protection, safety personnel and advisors, weather protection, elevator services and hoisting and all items ancillary to foregoing.

.8 Cellular telephone expenses for project personnel in full time assignment to the project, or other personnel directly involved in the execution of the work based on a pro-rata percentage of their charged time. For convenience, all charges will be reimbursed without regard for destination, unless the charges exceed the posted monthly rate for that individual instrument.

.9 That portion of the reasonable travel and subsistence expenses of the Contractor’s personnel incurred while traveling in discharge of duties connected with the Work including meetings and travel to yards and fabrication plants.

.10 All other costs identified in the Contractor’s general conditions, or costs that are reasonably considered necessary for the execution of the Contractor’s scope of work.

.11 District agrees to bear all costs associated with document reproduction, including CD’s, specifications, and paper prints. Contractor will be responsible for all printing costs associated within the normal course of the work, including submittal reproduction.

**MISCELLANEOUS COSTS**

.1 That portion directly attributable to this Contract of premium charges for insurance and bonds. The premium charges for such insurance are subject to semi-annual adjustment (if appropriate) by Contractor and a Scope Change shall be issued for such adjustment.

.2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Contractor is liable.

.3 It is assumed that building permits will not be required.

.4 Fees of testing laboratories for tests are to be provided by the District except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.8.2.

.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of
Data processing and check preparation costs related to the Work.

Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility to the District set forth in this Agreement.

Legal, and accounting support costs, other than those arising from disputes between the District and Contractor, reasonably incurred by the Contractor in the performance of the Work and with the District's written permission, which permission shall not be unreasonably withheld.

Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

Compliance with and all other items relating to requirements of insurers and of safety, health, occupational, environmental and other laws, regulations, or rulings of governmental agencies, but nothing stated in this Agreement shall diminish the responsibility of the Subcontractors regarding site safety.

Amounts paid out of the base amount referred to in Section 13.1.

ARTICLE 14 ARCHITECT

The District shall retain an Architect to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services. The District shall authorize and cause the Architect to provide those Additional Services requested by the Contractor which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the District, Architect and Contractor.

District further warrants that written Requests for Information (RFI’s) will be processed within 7 calendar days, and that submittal processing and return will occur within 14 calendar days. Durations extending past the above may be cause for compensable delays under the terms of this Agreement. Contractor acknowledges that its responsibility includes reasonable interpretation of the drawings and construction details and its management staff should make a diligent effort, including review with the District if necessary, to resolve questions that typically evolve in the field, prior to issuing RFI’s.
THIS AGREEMENT is entered into by District and Contractor as of the date set forth above.

DISTRICT:
Approval recommended

By:
James Blomquist
Associate Vice Chancellor
Office of Facilities Management

CONTRACTOR:
Bovis Lend Lease
(Name of Firm)

By:
Corporation
(Type of Organization)

BOARD OF TRUSTEES SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By:
Bruce Berardi
(Signature)
(Printed Name)

By:
Senior Vice President
(Signature)
(Title)

Peter Goldstein
Vice Chancellor
Administration and Finance

California Contractor’s License(s):
General Building Contractor
(Name of License)

B  483550
(Classification and License Number)

12/31/2009
(Expiration Date)

Attach notary acknowledgment for all signatures of Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized Power of Attorney or Corporate Resolution.

Approved as to Form by: Ronald T. Lee, General Counsel

END OF AGREEMENT FORM
CONTRACTOR: Bovis Lend Lease, Inc. 
71 Stevenson Street, Suite 800 
San Francisco, CA 94105

SUBCONTRACTOR: 
(Subcontractor name) 
(Subcontractor address)

WORK:

PROJECT: CCSF Joint Use Facility 
Balboa Reservoir Development 
50 Phelan Avenue 
San Francisco, CA 94112

OWNER: City College of San Francisco 
50 Phelan Avenue, S142 
San Francisco, CA 94112

ARCHITECT-ENGINEER: VBN Architects 
560 14th Street 
Oakland, CA 94612

PRIME CONTRACT: Dated: June 1, 2007

SUBCONTRACT PRICE: Dollars

($        )

MONTHLY BILLING DATE: 20th of the Month

RETAINED PERCENTAGE: 10 %

CHANGE ORDER 
OVERHEAD AND PROFIT: 
15% Maximum Markup on Material, 
Equipment and Labor Costs 
5% Markup on subcontracted work

PAYMENT AND PERFORMANCE BONDS: 100%

(The above terms are incorporated by reference and are more fully explained below.)

Contractor, and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:
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ARTICLE 1, Work

The term "Work" means: (i) the furnishing and performance of all labor and materials by Subcontractor, at or for the benefit of the Project which is within the general scope of this Subcontract and the Contract Documents (as that term is defined in Exhibit B), or which can be reasonably inferred from the general scope of this Subcontract or the Contract Documents; (ii) unless specifically expressly excepted, the furnishing by Subcontractor of all labor, material, equipment, supplies, plant, tools, scaffolding, hoisting, temporary facilities, transportation, superintendence, inspections and temporary construction of every nature; (iii) that which is to be produced and supplied pursuant to this Subcontract; and (iv) the obligation of Subcontractor to visit the Project site, and to fully acquaint and familiarize itself with the site, surrounding and subsurface conditions and the character of the operations to be carried on at the site, and make such investigations as Subcontractor may deem fit or as may be prudent for Subcontractor to fully understand the facilities, physical conditions and restrictions attending the Work. All Work shall be completed strictly in accordance with the requirements of this Subcontract and the Contract Documents.

The Contract Documents are available for examination by Subcontractor at all reasonable times at the office of Contractor. Subcontractor represents and agrees that it has carefully examined and understands the Contract Documents relevant to the Work; has adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with conditions affecting the difficulty of the Work; and has entered into this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of Contractor.

The Contract Documents are to be treated by Subcontractor as "scope" documents which indicate the general scope of the Work in terms of the architectural design concept, the overall dimensions, the type of structural, mechanical, electrical, utility, and other systems, and an outline of major architectural elements. As "scope" documents, the Contract Documents do not necessarily indicate or describe all items required for the full performance and proper completion of the Work. It is the intent of this Subcontract that Subcontractor is to furnish for the Price all items required for proper completion of the Work. Subsequently issued documents may more completely detail certain requirements of the Work, at the option of the Architect, for the purpose of further defining the Work, but there is no obligation to issue such additional documents.

As a part of its obligation to provide and perform the Work, Subcontractor recognizes its responsibility to furnish a competent and adequate staff and use its best skill and attention for the proper administration, coordination, supervision and superintendence of the Work; (i) organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; (ii) keep an adequate force of skilled workers on the job to complete the Work in strict accordance with all requirements of the Contract Documents; (iii) maintain throughout the duration of the Work a competent superintendent and any necessary assistants, all of whom shall be acceptable to Contractor and shall not be changed without the consent of Contractor; (iv) enforce discipline and order among Subcontractor’s employees and not to employ at the Project any unfit person or anyone not skilled in the task assigned; (v) provide supervision by experts in all aspects of the application of the materials, equipment or system being fabricated and installed; and (vi) submit to Contractor the names, responsibilities and titles of the principal members of Subcontractor's staff.

Subcontractor shall be bound to Contractor by the terms and conditions of the Contract Documents, as the same shall be applicable to the Work and this Subcontract, and hereby assumes toward Contractor all of the duties, obligations and responsibilities that Contractor has by the Contract Documents assumed toward the Owner. Subject only to the terms of Article 27, nothing herein shall be construed to be a binding agreement to arbitrate any dispute arising hereunder, notwithstanding any provision to the contrary contained in the Contract Documents.

Subcontractor hereby irrevocably grants Contractor a license to use all shop drawings, designs, and deliverables provided by Subcontractor on the Project for Contractor’s purposes on the Project. Such license extends, without limitation to all shop drawings, CAD drawings, submittals to governmental or quasi-governmental authorities, product approvals, fabrication processes and the like, which are in any way necessary or desirable for the performance of the Work ("Granted Licenses"). This Subcontract shall constitute conclusive evidence of the granting to Contractor of the Granted Licenses by Subcontractor.

ARTICLE 2, Price

Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work and performance of all the duties, obligations and responsibilities of Subcontractor under this Subcontract, the sum set forth above as the Price, subject only to additions and deductions as expressly provided in this Subcontract. To the extent that the Work is to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Exhibit D, based on actual quantities determined in accordance with the Contract Documents and this Subcontract. The Price and all unit prices shown in Exhibit D shall be deemed to include all costs of Subcontractor’s performance of the Work as set forth in the Contract Documents, including, but not limited to, the costs of labor, supervision, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance, taxes, and all overhead and profit.

ARTICLE 3, Progress Payments

Within ten (10) days after the date of transmission of this Subcontract to Subcontractor, Subcontractor shall submit to Contractor for Contractor's approval a detailed schedule showing a proper cost breakdown (with a proper share of associated overhead and profit) of the Price according to the various line items, or parts, of the Work, for use only as a basis for verifying Subcontractor’s applications for payment or supporting Contractor’s applications for payment under the Contract Documents.

On or before each Monthly Billing Date, Subcontractor shall submit to Contractor, in such form and supported by such data (including bills of sale and applicable insurance) as Contractor may require, a progress payment application showing the value of the Work installed ("Completed Work"), plus the value of the material and equipment for incorporation in the Work suitably stored and insured (to the satisfaction of Contractor and Architect) at the Project site or other approved location ("Stored Work"), as of such date if, and only if, the Contract Documents provide for payments to Contractor on that basis. Subcontractor...
shall also furnish to Contractor, with Subcontractor’s first Application For Payment, a list of all companies, entities, and individuals supplying labor or materials for the performance of the Work (“Furnisher Information Schedule”). Such Furnisher Information Schedule shall be updated with every Application For Payment. Within seven (7) days after receiving a progress payment from Owner under the Contract Documents, Contractor shall make a progress payment to Subcontractor equal to the value of the Completed Work and Stored Work as of the corresponding Monthly Billing Date, to the extent approved by Contractor and allowed and paid by Owner on account of the Work, and so long as all other conditions of payment are met under Article 5, below, and after deducting (a) all previous payments, (b) current retainage (meaning a reserve equal to the Retained Percentage times the allowed value of Completed Work and Stored Work, plus any other additional reserve provided for herein) and (c) all charges or backcharges for services, materials, equipment, or other items furnished or otherwise chargeable to Subcontractor. To the fullest extent permitted by law, Contractor and/or Contractor’s surety or sureties shall have no liability or responsibility for any amounts due or claimed to be due Subcontractor for any reason whatsoever except to the extent that Contractor has actually received funds from Owner specifically designated for disbursement to Subcontractor. Receipt of these funds by Contractor shall be an absolute condition precedent to Subcontractor’s right to receive payment under the Contract Documents or any payment bond. In the event of any conflict between the Contract Documents, any payment bond and this provision, this provision shall govern. With regard to the foregoing, Subcontractor: (i) agrees that the Price shall be a non-recourse obligation; and (ii) waives Subcontractor’s right to assert any claim, demand, right, or cause of action against Contractor and/or Contractor’s surety or sureties for any portion of the Price (unless and to the extent that Contractor actually receives funds from the Owner attributable to the Work).

ARTICLE 4, FINAL PAYMENT

A final payment, consisting of the unpaid balance of the Price, shall be made within thirty (30) days after the last of the following to occur: (a) satisfactory completion of the Work by Subcontractor, (b) unqualified acceptance thereof by the Architect and Owner, (c) full final payment by Owner to Contractor under the Contract Documents on account of the Work, (d) furnishing of evidence satisfactory to Contractor that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished or incurred in connection with the Work, (e) delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors and (f) delivery of a general release, in a form satisfactory to Contractor, executed by Subcontractor running to and in favor of Contractor and Owner, and such other parties as Contractor may require. To the fullest extent permitted by law, Contractor and/or Contractor’s surety or sureties shall have no liability or responsibility for any amounts due or claimed to be due Subcontractor for any reason whatsoever except to the extent that Contractor has actually received funds from Owner specifically designated for disbursement to Subcontractor. Receipt of these funds by Contractor shall be an absolute condition precedent to Subcontractor’s right to receive payment under the Contract Documents or any payment bond. In the event of any conflict between the Contract Documents, any payment bond and this provision, this provision shall govern. With regard to the foregoing, Subcontractor: (i) agrees that the Price shall be a non-recourse obligation; and (ii) waives Subcontractor’s right to assert any claim, demand, right, or cause of action against Contractor and/or Contractor’s surety or sureties for any portion of the Price (unless and to the extent that Contractor actually receives funds from the Owner attributable to the Work).

Acceptance by Subcontractor of Final Payment shall constitute a release of Owner and Contractor of and from all liability for all things done or not done or furnished or not furnished in connection with the Work, and for every act, omission, or neglect, if any, relating to or arising out of the Project. As a condition of final payment, Subcontractor shall also execute and deliver a general release to Contractor naming Owner and Contractor, said general release to be in such form as Contractor may provide.

ARTICLE 5, PAYMENT CONDITIONS

Subcontractor will receive the payments made by Contractor and Subcontractor will hold such payments as a trust fund to be applied first to the payment of laborers, suppliers, subcontractors and others responsible for the Work for which such payments are made, including sufficient funds so that all taxes and insurance applicable thereto are also paid. Subcontractor shall first apply all progress payments as trustee to satisfy all obligations Subcontractor has incurred due to the Work.

Subcontractor shall, as often as requested by Contractor, furnish such information, evidence and substantiation as Contractor may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof. Subcontractor shall also furnish, as required by Contractor in its sole discretion, such partial or final lien waivers or releases as Contractor deems necessary to ensure that Subcontractor has paid all persons furnishing any labor, material, or services in furtherance of any Work furnished hereunder. If required by Contractor, the furnishing of such lien waivers and releases shall be a condition precedent to any payment hereunder. Moreover, no prior failure of Contractor to require such releases and waivers shall limit Contractor’s right to require them subsequently.

Contractor reserves the right to withhold, as an additional reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that Subcontractor (or anyone providing any of the Work hereunder) has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Work or has caused damage to the Work or to any other work on the
ARTICLE 6, TIME

Contractor or Owner in connection with the Work. With the performance of the Work, whether or not submitted to Contractor, or prepared at Subcontractor's direction, in connection with the Project and shall agree in writing to all changes and modifications to the Contract Documents which are requested by such entity or entities that do not impose any substantial additional burdens on Subcontractor or materially reduce or limit Subcontractor's rights. Subcontractor shall supply such information and certifications as reasonably may be required from time to time by the aforesaid lending entity or entities in order that Owner can satisfy conditions to lender's obligations to make advances upon Owner's construction loan.

As an additional condition precedent to any payment (including, but not limited to, final payment) under this Subcontract, Subcontractor shall provide to Contractor on electronic media copies of all drawings, shop drawings, CAD documentation and discs, and other documents prepared by Subcontractor, or prepared at Subcontractor's direction, in connection with the performance of the Work, whether or not submitted to Contractor or Owner in connection with the Work.

ARTICLE 6, TIME

Time is of the essence in the Subcontractor's commencement, prosecution and construction of the Work. Therefore, Subcontractor shall be liable for all direct and consequential damages arising out of Subcontractor's breach of this Subcontract. Subcontractor shall: (a) submit to Contractor within ten (10) days of the date of transmission of this Subcontract to Subcontractor a detailed, proposed schedule for the Work for Contractor's use in preparing an overall progress schedule for the entire Work and its several parts under the Contract Documents; (b) begin the Work promptly upon Contractor's order to do so; (c) coordinate and perform the Work, and its several parts, diligently and promptly and in such order and sequence as Contractor may from time to time direct and as will assure its efficient and timely prosecution and will not delay completion of the entire Work and its several parts under the Contract Documents; and (d) furnish at all times sufficient, qualified and competent forces and supervision, and adequate, conforming and usable materials, equipment, plants, tools and other necessary things, to achieve progress according to Contractor's current progress schedule, including any specific schedule for Subcontractor's Work attached hereto as Schedule 2, and any revisions thereof by Contractor.

Without limiting the generality of the foregoing and in recognition of the completion dates contained herein and in the Contract Documents, Subcontractor shall: (a) submit, with its proposed schedule, information showing the time required to prepare and approve shop drawings, to fabricate and deliver materials and equipment, and to install the Work, (b) order (for manufacture or purchase and delivery) all materials required for performance of the Work as soon as possible in order to avoid delays caused by strikes, transportation or unavailability; (c) furnish Contractor within thirty (30) days a list of major materials and equipment required for the Work, showing the name(s), address(es) and telephone number(s) of the supplier(s) and the date(s) on which such material and equipment is expected to be delivered to the Project site; (d) furnish Contractor, upon issuance, a copy of each major purchase order and subcontract (with price information deleted); (e) cause a qualified home office supervisory representative (while Subcontractor has forces at the Project site and for two weeks prior thereto) to attend weekly progress meetings; and (f) notify Contractor immediately by telephone and confirm in writing within seventy-two (72) hours, if Subcontractor finds that any item cannot be delivered as required to maintain Contractor's progress schedule. Subcontractor also agrees to be bound by such modifications to the Project schedule as are discussed at the weekly job progress meetings and are contained in the minutes of those meetings unless written objection is delivered in writing by Subcontractor within forty-eight (48) hours of the occurrence of such meeting.

The Work shall be performed during regular working hours except that, in the event of emergency or when necessary to perform the Work in accordance with the requirements of Article 6 of this Subcontract, Work shall be performed at Subcontractor's cost and expense (including Contractor's standby and other general conditions costs) on night shifts, overtime, Saturdays, Sundays, holidays and at other times, if permission to do so has been obtained in writing from Contractor. Without limiting the requirements of the preceding sentence, if the progress of the Work or of the Project has been delayed by any fault, neglect, act, or failure to act of Subcontractor or any of its subcontractors or suppliers, Subcontractor shall work such overtime, at Subcontractor's cost and expense as aforesaid, as Contractor shall deem necessary or desirable to make up for all time lost and to avoid delay in the completion of the Work or the Project. The failure by Contractor to direct Subcontractor to engage in such overtime work shall not relieve Subcontractor of the consequences of its delay.

Contractor may direct acceleration of the Work in order that it may be performed in advance of the schedules, time requirements and Project requirements described in Article 6 hereof. If so directed, Subcontractor shall increase its staff or work overtime, or both. Subcontractor will not be entitled to additional compensation for work performed outside of regular working hours, except as authorized and accepted in writing by Contractor. Provided that Subcontractor is not in default under the Subcontract, and Contractor has issued the aforesaid authorization, there shall be added to the Price an actual out-of-pocket amount equal to: (i) additional wages actually paid, at rates which have been approved in advance in writing by Contractor; (ii) taxes imposed by law on such additional wages; and (iii) premiums for worker's compensation and liability insurance if required to be paid on such additional wages.
Written authorization for overtime which exceeds $500.00 in any one week shall be invalid unless confirmed in advance in writing by Contractor’s Project Manager, it being understood that Contractor’s Superintendent shall not have authority to authorize such overtime which exceeds $500.00 in any one week.

**ARTICLE 7, EXTENSIONS OF TIME**

If Subcontractor claims an extension in the completion time requirements by reason of a change in the Work, Subcontractor shall give Contractor written notice thereof within seventy-two (72) hours after the occurrence of the conditions giving rise to such event. This written notice shall be given by Subcontractor before proceeding with the Work. No such request for an extension of time shall be valid unless written notice is given as required above. After delivering written notice of a perceived cause of delay, Subcontractor shall proceed to execute the Work, even though the time extension has not been agreed upon.

Should Subcontractor be obstructed or delayed in the commencement, prosecution or completion of the Work without fault on its part, and by reason of causes which would entitle the Contractor to an extension of time under the Contract, then Subcontractor shall be entitled to an extension of time only to perform the Work which shall be equal to the extension of time to which the Contractor is entitled and granted by the Owner but no claim for extension of time on account of delay shall be allowed unless a claim in writing therefor is presented to Contractor with reasonable diligence but in any event not later than seventy-two (72) hours after the commencement of such revealed time delay. The entitlement to an extension is absolutely conditioned upon Subcontractor’s timely submission of the aforesaid written notice. Subcontractor expressly agrees not to make, and hereby waives, any claim for damages, including those resulting from increased labor or material costs, on account of any delay, obstruction or hindrance for any cause whatsoever, whether or not foreseeable and whether or not anticipated including, but not limited to, causes that would entitle the contractor to an extension of time under the Contract, and agrees that the sole right and remedy therefor shall be an extension of time in accordance with the foregoing paragraph.

Moreover, Subcontractor shall not be allowed an extension of time unless Subcontractor has established to Contractor’s satisfaction that the delay claimed by Subcontractor is to a portion of the Work on the critical path of the Work schedule and that Subcontractor could not have reasonably anticipated the delay.

**ARTICLE 8, CHANGE ORDERS**

Owner has reserved the right under the Contract Documents to require Contractor to make changes in the Work, including additions thereto and deletions therefrom. Additionally, Contractor reserves the right under this paragraph to require Subcontractor to make changes in the Work, including additions thereto and deletions therefrom. Without notice to any surety and without invalidating this Subcontract, Contractor may from time to time, by written order ("Change Order") to Subcontractor, make changes in the Work to the same extent and in the same manner as may be required of Contractor by Owner under the Contract Documents. Subcontractor shall thereupon perform the changed Work in accordance with the terms of this Subcontract and the Change Order. In the event that Subcontractor is obligated hereunder to provide a payment or a performance bond, or both, under this Subcontract, the penal sum of such bonds shall automatically be deemed to be increased by any increase in the Subcontract Price.

Upon request of Contractor, and in time and manner sufficient to permit Contractor to comply with its obligations under the Contract Documents, Subcontractor shall submit a written proposal for any applicable Price and time adjustment attributable to the changed Work, detailed as Contractor or Owner may require, supported by and conforming to the requirements of the Contract Documents.

Where a Change Order is issued pursuant to a change required by the Owner, the Price shall be adjusted by the net amount of any direct savings and direct cost plus Profit Percentage attributable to the Change Order, and the time for performance of the Work may be adjusted according to the Contract Documents, subject, however, in each case to the following limitations: (a) the Price and time adjustments hereunder shall be limited to the amount and extent of adjustments actually allowed Contractor under the Contract Documents (less, in the case of Price, any overhead, profit or similar markup allowed by Owner for Contractor’s account); (b) where the Work affected by Change Order is the subject of unit prices under Exhibit D, the Price adjustment shall be limited to the amounts obtained by applying such unit prices to the actual increase or decrease in the quantity of units due to the change; and (c) the amount allowable for all overhead and profit shall be limited to the product obtained by multiplying the Profit Percentage by the net amount of Subcontractor’s direct savings and direct cost.

As used in this Subcontract, Subcontractor’s direct savings and direct cost shall mean and be limited to the actual amount of the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker’s compensation insurance; bond premiums if and to the extent actually increased; and actual rent not greater than the rent charged in the locale or reasonable value of Subcontractor-owned equipment and machinery.

If the parties are able to agree upon the amount of the Price adjustment and the extent of any time adjustment, such adjustments shall be set forth in the Change Order, which shall be accepted by Subcontractor. If the parties are unable to agree upon such adjustments, Contractor may elect to issue the Change Order to Subcontractor directing such work to be performed by Subcontractor and any adjustments to Price or time shall be subject to ultimate determination in accordance with this Subcontract; and Subcontractor shall, nonetheless, proceed immediately with the changed Work. Subcontractor shall keep a detailed account of the direct savings and direct cost due to the changed Work separately from its other accounting records and shall make such records available to the Contractor at Contractor’s request. Failure to keep adequate and separate cost records of the changed Work, and to furnish same to Contractor upon its request, shall constitute an acceptance on Subcontractor’s part of the Contractor’s determination of the direct savings and direct cost of such changed Work. In no event shall Subcontractor proceed with changed Work without a Change Order issued pursuant to this Article 8 and Contractor shall not be liable for any additional costs incurred or delays encountered in the performance of such changed Work without such a written Change Order.
ARTICLE 9, NOTICES

All written notices provided for in this Subcontract or in the Contract Documents shall be deemed given if delivered personally to the party, sent by telegram, or by regular mail to the party at its address and to the attention of the representative specified herein. Either party may from time to time, by notice to the other as herein provided, designate a different address and/or representative to which notices to it should be sent.

ARTICLE 10, BONDS

If so indicated on page 1 hereof, Subcontractor, within ten (10) days of date of transmission of this Subcontract to Subcontractor, shall furnish performance, and labor and material payment bonds each for one hundred percent (100%) of the Price, said bonds to be on Contractor's standard bond forms (attached hereto as Exhibit F) and with sureties satisfactory to Contractor. The premiums on such bonds shall be paid by Subcontractor, or paid directly by Contractor to Subcontractor's surety and deducted from amounts due or to become due to Subcontractor, and are included in the Price. Subcontractor agrees to notify its surety or sureties of increases in the Price and to take such action as is required to have the penal amount of the bonds furnished pursuant to this paragraph increased correspondingly. Irrespective of whether Subcontractor is required to provide performance, and labor and material surety bonds under the terms of the Subcontract, Contractor shall have the right from time to time during the course of the Work to require Subcontractor to furnish bonds for one hundred percent (100%) of the Price (with sureties and in form attached hereto as Exhibit F and amount acceptable to Contractor) covering the faithful performance of the Subcontract and the payment of all obligations arising thereunder. Such bonds shall be furnished within ten (10) days after Subcontractor has been given written notice of such requirement by Contractor.

ARTICLE 11, INSURANCE

Before commencing the Work and until completion and final acceptance thereof by Owner, Subcontractor shall obtain and maintain, at its expense, at least the insurance coverage specified in Exhibit C attached hereto, all from companies and in form and substance acceptable to Contractor.

As a condition to any payment for the Work, Subcontractor shall furnish a certificate, satisfactory to Contractor, from each insurance company showing the required insurance to be in force and stating that the insurance will not be canceled or changed except upon at least thirty (30) days' written notice thereof to Contractor or as otherwise required by the Contract Documents. The certificate shall name Contractor, Owner and any other parties required by the Contract Documents as additional insureds under the policies required in Exhibit C. The terms and conditions of insurance to be provided by Subcontractor are described in Exhibit C. Neither Owner nor Contractor nor any other additional insureds, nor their agents, employees or assigns, shall be liable to Subcontractor or its agents, employees or assigns for any loss or damage covered by the insurance policies described in Exhibit C. The failure of Subcontractor to obtain the insurance required therein prior to the commencement of the Work shall not be deemed a waiver of such requirements or of any rights or remedies that Owner or Contractor may have.

Subcontractor hereby acknowledges its obligation for any loss to its Work, including stored materials, paid for or not.

Subcontractor waives all rights against the Owner, Contractor, Architect and any separate contractors for damages caused by fire or other perils to the extent covered by property insurance applicable to the Work or Subcontractor's equipment, except such rights as Subcontractor may have to the proceeds of such insurance. Subcontractor shall require similar waivers from its subcontractors, suppliers, sub-subcontractors, agents and employees of any of them, by appropriate agreements, each in favor of the other parties enumerated herein.

ARTICLE 12, INDEMNITY

To the full extent permitted by law, Subcontractor agrees to defend, indemnify and save harmless Contractor and Owner, as well as any other parties which Contractor is required under the Contract Documents to defend, indemnify and hold harmless, and their agents, servants and employees, from and against any claim, cost, expense, or liability (including attorneys' fees, and including costs and attorneys' fees incurred in enforcing this indemnity), attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its subcontractors and suppliers, or their agents, servants, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Subcontractor's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Subcontractor's obligation hereunder shall not be limited by the provisions of any worker's compensation or similar act.

Should Owner or any other person or entity assert a claim or institute a suit, action, or proceeding against Contractor involving the manner or sufficiency of the performance of the Work (including attorneys' fees), Subcontractor shall upon request of Contractor promptly assume the defense of such claim, suit, action or proceeding, at Subcontractor's expense. To the fullest extent permitted by law, Subcontractor shall indemnify and save harmless Contractor as well as anyone to be defended, indemnified and held harmless by Contractor and its or their agents, servants and employees, from and against any liability, loss, damage, or expense (including attorneys' fees, and including costs and attorneys' fees incurred in enforcing this indemnity) arising out of or related to such claim, suit, action or proceeding. Nothing in Article 12 shall be construed to require any indemnification which would make Article 12 void or unenforceable or to eliminate or reduce any indemnification or rights which the Contractor or any other party indemnified hereunder have by law.

ARTICLE 13, ASSIGNMENT

Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work, without the prior written consent of Contractor. No assignment by Subcontractor of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of Subcontractor under this Subcontract. If Contractor gives written consent to an assignment of this Subcontract, in whole or in part, Subcontractor shall not be relieved of its duties and obligations hereunder and shall be and remain fully responsible and liable for the acts and omissions of its assignees. Nothing herein shall prevent Subcontractor from engaging subcontractors to
perform a portion of the Work hereunder. However, Subcontractor shall be and remain as fully responsible for all persons directly or indirectly employed by such subcontractors as Subcontractor is for its own acts and omissions and those of its agents, servants and employees. Additionally, nothing herein shall prevent any guarantor or surety of Subcontractor from enforcing any right hereunder after acknowledgment of its obligation as guarantor or surety. Any attempted enforcement of such rights in the absence of an express acknowledgment shall constitute an admission by any guarantor or surety of its obligations under its agreement of guarantee or suretyship.

Before any subcontractor or supplier is employed by Subcontractor, the name of such subcontractor or supplier shall be submitted in writing to Contractor, and no subcontractor or supplier shall be employed unless acceptable to Contractor. Each subcontractor and supplier shall be bound by all Contract Documents to the same extent and with the same effect as if the subcontractor or supplier were the Subcontractor. Subcontractor shall cause its subcontractors and suppliers to comply with the Contract Documents. Subcontractor shall be responsible for all of the acts, work, material and equipment of its subcontractors and suppliers and all persons either directly or indirectly employed by any of them.

Subcontractor (and its successors and assigns) hereby assigns to Contractor all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by Subcontractor for performance of any part of the Work which assignment will be effective upon acceptance by Contractor in writing and only as to those subcontracts and purchase orders which Contractor designates in writing. It is agreed and understood that Contractor may accept said assignment at any time during the course of construction prior to final completion. It is further agreed that all subcontracts and purchase orders shall provide that they are freely assignable by Subcontractor for performance of any part of the Work and Subcontractor (and its successors and assigns) hereby assigns to Contractor all its interest in any subcontracts and purchase orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity and pay any fines or penalties imposed for any violations thereof ("Legal Requirements"). Subcontractor shall promptly correct any violations of such statutes, ordinances, rules, regulations and orders committed by Subcontractor, its agents, servants and employees. Subcontractor shall receive and respond to, and shall defend, indemnify and save harmless Contractor and Owner, as well as anyone to whom Contractor is obligated, and their agents, servants and employees from and against any loss, liability, or expense arising from any such violations and any citations, assessments, fines, or penalties resulting therefrom. Without limiting the foregoing, Subcontractor will appear at hearings, proceedings and/or in court and consent to its substitution as a party defendant in respect of all summonses and claimed violations arising out of or relating to the Work.

By executing this Subcontract, Subcontractor represents and warrants to Contractor that the Work, when completed, will comply fully with all applicable building and safety codes, regulations and construction requirements imposed or enforced by any governmental agencies and in existence on the date of execution of this Subcontract, without regard to any errors, omissions or deficiencies in the drawings and specifications; and Subcontractor shall furnish samples of all materials and component parts to be used as test specimens. Subcontractor shall furnish labor and facilities at the Project site as necessary in connection with testing and inspection services.

Except as otherwise expressly specified in the Contract Documents or elsewhere in this Subcontract, Subcontractor shall pay for all laboratory services, tests, testing laboratories, agencies, professional engineers, engineering inspections and reports required by the Contract Documents, the Architect, or Contractor. Testing laboratories and professional engineers shall be subject to Contractor's prior written approval. Without limiting the provisions herein, the cost of testing laboratories, agencies, and/or engineers for the convenience of Subcontractor in its scheduling and performance of the Work, or related to remedial operations or possible deficiencies, shall be borne by Subcontractor.

The observations of or participation by Owner, Architect, or Contractor in inspections or tests by persons other than Subcontractor shall not relieve Subcontractor from its obligations to perform the Work in accordance with the Contract Documents. Owner, Architect and Contractor, upon request, promptly shall have access to the Work, whether at the Project, in storage or in manufacture or preparation. Subcontractor shall provide proper and safe facilities for such access and for inspection at the Project site, at the place of storage or elsewhere. Subcontractor has given a license to exercise self-help. If the specifications or any legal requirements require any portion of the Work to be tested or reviewed, Subcontractor shall give Contractor timely written notice of such test or review.

Subcontractor shall comply with and cooperate with other subcontractors, Contractor, Architect, and Owner in complying with legal requirements, including but not limited to OSHA requirements. Among other things, Subcontractor shall be responsible for performing corrective work within abatement periods, appealing from decisions or orders, requesting extensions on abatement periods, and furnishing such information or evidentiary material as may be necessary or as may be requested by Contractor to fully protect the rights and interests of Owner, Architect, and Contractor with respect to possible, threatened or existing violations of the Contract Documents or elsewhere in this Subcontract. Subcontractor.

ARTICLE 14, COMPLIANCE

Subcontractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity and pay any fines or penalties imposed for any violations thereof ("Legal Requirements"). Subcontractor shall promptly correct any violations of such statutes, ordinances, rules, regulations and orders committed by Subcontractor, its agents, servants and employees. Subcontractor shall receive and respond to, and shall defend, indemnify and save harmless Contractor and Owner, as well as anyone to whom Contractor is obligated, and their agents, servants and employees from and against any loss, liability, or expense arising from any such violations and any citations, assessments, fines, or penalties resulting therefrom. Without limiting the foregoing, Subcontractor will appear at hearings, proceedings and/or in court and consent to its substitution as a party defendant in respect of all summonses and claimed violations arising out of or relating to the Work.

ARTICLE 15, SAFETY

Subcontractor agrees that the prevention of accidents to workers engaged upon or in the vicinity of the Work is its responsibility, even if Contractor establishes a safety program for the entire Project. Subcontractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction and by Contractor and Owner, including, but not limited to, any requirements imposed by the Contract Documents. Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project and shall stop any part of the Work that Contractor deems unsafe until corrective measures satisfactory to Contractor have been taken. Contractor's failure to
stop Subcontractor’s unsafe practices shall not relieve Subcontractor of its responsibility therefor.

Subcontractor shall continuously protect the Work, other work, and the property of Contractor, Owner and others from damage, injury or loss arising in connection with the Subcontractor’s performance of the Work. Neither Owner nor Contractor shall be responsible for any loss or damage to the Work or the property of Subcontractor, however caused, until after final acceptance thereof by Owner and final payment therefor. Likewise, neither Owner nor Contractor shall be responsible for loss of or damage (however caused) to materials, tools, equipment, appliances and other personal property of Subcontractor used in the performance of the Work. Subcontractor shall remove all snow and ice as may be required or requested for the proper protection and prosecution of the Work. Subcontractor shall provide and maintain adequate protection against weather so as to protect the Work from injury or damage.

Subcontractor shall enforce Contractor’s instructions regarding signs, advertisements, fires, smoking, alcoholic beverages, and the possession of firearms by any person at the Project site. Subcontractor, as necessary for the Work, shall provide flagmen, erect proper barricades and other safeguards, and post danger signs and other warnings as warranted by hazardous and existing conditions.

Subcontractor shall provide to Contractor and Subcontractor’s insurance carriers all accidents arising out of, or in connection with, the performance of the Work, whether on or off the Project site, which caused death, bodily injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages occur, the incident shall be reported to Contractor immediately by telephone or in person.

Subcontractor shall provide to Contractor a written site specific Safety and Health Program prior to the commencement of any Work on the Project. The Safety and Health Program shall address tasks to be performed on the Project with the start of any Work on the Project. The Safety and Health Program prior to the completion of the Work, shall provide flagmen, erect proper barricades and other safeguards, and post danger signs and other warnings as warranted by hazardous and existing conditions.

Subcontractor shall continuously protect the Work, other work, and the property of Contractor, Owner and others from damage, injury or loss arising in connection with the Subcontractor’s performance of the Work. Neither Owner nor Contractor shall be responsible for any loss or damage to the Work or the property of Subcontractor, however caused, until after final acceptance thereof by Owner and final payment therefor. Likewise, neither Owner nor Contractor shall be responsible for loss of or damage (however caused) to materials, tools, equipment, appliances and other personal property of Subcontractor used in the performance of the Work. Subcontractor shall remove all snow and ice as may be required or requested for the proper protection and prosecution of the Work. Subcontractor shall provide and maintain adequate protection against weather so as to protect the Work from injury or damage.

Subcontractor shall promptly report in writing to Contractor and Subcontractor’s insurance carriers all accidents arising out of, or in connection with, the performance of the Work, whether on or off the Project site, which caused death, bodily injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages occur, the incident shall be reported to Contractor immediately by telephone or in person.

Subcontractor shall provide to Contractor a written site specific Safety and Health Program prior to the commencement of any Work on the Project. The Safety and Health Program shall address tasks to be performed on the Project with attendant risk analysis and have appropriate controls and safeguards to prevent injury and illness. Contractor will review the Safety and Health Program prior to the start of the work. Any questions, comments or inquiries by Contractor as to the adequacy of this program must be completely addressed by Subcontractor before Work is started.

Subcontractor must have a Safety Orientation Program for all of its new Project workers. Documentation of this orientation is required for the Project. Weekly safety meeting with the workers of Subcontractor and its subcontractors of any tier are also required with evidence of the meeting results being supplied to Contractor.

Hard hats are required on the Project. Subcontractor must have a Safety Disciplinary Program and Contractor will use a safety disciplinary system with the Subcontractor.

Guardrails are to be provided by Subcontractor at all working places and other locations where persons or materials could fall more than six (6) feet. Where this cannot be physically achieved, suitable and sufficient fall protection devices that do not rely on individuals must be provided and used by Subcontractor to establish a safe place of work. Harnesses and personal protective equipment must be used by Subcontractor as a last resort. The decisions made and options implemented must be clearly detailed by Subcontractor in its written site specific Safety and Health Program.

Free-standing scaffold towers used externally by Subcontractor must not be higher to the top platform level than three (3) times the minimum base dimension unless secured to a permanent structure. For internal use only, the height to platform may rise to 3.5 times the minimum base dimension. Wheels must be locked when towers are in use. No person is permitted to remain on a tower platform while a tower is being moved.

Powered cranes, hoists, aerial platforms and scissor lifts provided by Subcontractor must have a competent driver that is certified by a qualified third party. Additionally, the above items must be certified by a qualified third party as safe to use.

Subcontractor must comply in full with all applicable environment, health and safety ("EH&S") local and national legislation, including all OSHA regulations. In circumstances where there is a conflict between local or national legislation and this Article 15, the higher (more protective) requirement shall prevail.

All persons working for or under Subcontractor on suspended scaffolds/cradles/gondolas must wear and use appropriate fall prevention equipment so as to protect them effectively, at all times when they are at risk from any failure of any part of the scaffold/cradle/gondola, including its suspension system.

Holes, shafts and edges from or through which persons could fall a distance of more than 6 feet must be clearly marked by Subcontractor with signage or other means and must be adequately protected by covers or barriers provided by Subcontractor so as to prevent falls of persons and materials.

All temporary electrical circuits provided and used by Subcontractor must include a Residual Current Device, Earth Leak Circuit Breaker or Ground Fault Circuit Interrupter at source.

Adequate lighting must be provided by Subcontractor to enable safe access to and egress from every place on a site where persons are liable to work. This is in addition to task lighting.

To the fullest extent permitted by law and/or by collective bargaining agreements, if applicable, Subcontractor shall comply with Contractor’s Drug Policy that includes reasonable-suspicion testing and post-accident testing. If any employee of Subcontractor should test positive under those conditions, they will be sent, at Subcontractor’s sole expense, to a drug rehabilitation program and be subject to testing during rehabilitation and upon their return to Work. By executing this Subcontract, Subcontractor hereby certifies that its employees have successfully completed a drug test within one month prior to beginning Work on the Project site. Prior to commencing the Work, Subcontractor must submit to the Contractor a copy of Subcontractor’s group testing policy.

ARTICLE 16, CLEAN UP

Subcontractor shall, at its own expense: (a) keep the premises at all times free from waste materials, packaging and other debris accumulated in connection with the Work by collecting and removing such debris from the job site on a daily or other basis requested by Contractor; (b) at the completion of the Work in each area, sweep and otherwise make the Work and its immediate vicinity "broom-clean;" (c) remove all of its tools, equipment, scaffolds, temporary structures and surplus materials as directed by Contractor at the completion of the Work; and (d)
at final inspection clean and prepare the Work for acceptance by Owner. Subcontractor agrees to provide all cleaning and cleanup required under the Contract Documents pertaining to the Work to the extent such requirements are in excess of those contained in this paragraph.

ARTICLE 17, TEMPORARY FACILITIES
Temporary facilities and services shall be provided in accordance with Schedule 3 attached hereto.

ARTICLE 18, QUALITY
Subcontractor shall at all times provide first-quality, new materials (unless otherwise specified in the Contract Documents) and workmanship conforming to the Contract Documents requirements and be in accordance with the best standards of the construction industry where the Project is located. Subcontractor shall at all times provide proper facilities and an opportunity for the inspection of the Work by Contractor, Architect and Owner and their representatives. Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor or Architect, proceed to take down and remove all portions of the Work which Contractor or Architect shall have condemned as unsound, improper, or in any way failing to conform to the Contract Documents or this Subcontract and shall replace the same with proper and satisfactory Work and make good all work damaged or destroyed thereby. Contractor's failure to discover or notify Subcontractor of defective or nonconforming Work at the time the Work, or any portion thereof, is performed or completed shall not relieve Subcontractor of full responsibility for replacement of the defective or nonconforming Work and all damages resulting therefrom. If the Owner elects to accept defective or nonconforming Work, Contractor may require an appropriate adjustment in the Price to the extent required of Contractor.

Subcontractor shall use all necessary means to discover and to notify Contractor in writing of any defect in any part of the Project upon which the satisfactory performance of the Work may depend, and to allow a reasonable amount of time for remedying such defects. If Subcontractor should proceed with the Work, Subcontractor shall be considered to have accepted and be responsible for such condition unless Subcontractor shall have been directed by Contractor to proceed over Subcontractor's written objection to Contractor.

ARTICLE 19, GUARANTEES AND WARRANTIES
Subcontractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, Subcontractor shall, at its expense, make good any faulty, defective, or improper parts of the Work discovered at any time from the date of acceptance of the Project by Architect and Owner or within such longer period as may be provided in the Contract Documents or Legal Requirements. Subcontractor warrants that all materials furnished hereunder meet the requirements of the Contract Documents and warrants that they are both merchantable and fit for the purposes for which they are to be used under the Contract Documents. No Guarantee Period shall be construed to limit any warranty given by Subcontractor hereunder.

Performance of the aforementioned guarantee obligations shall be deemed to be a material component of Subcontractor's contractual obligation to perform the Work. This Subcontract shall not be considered completely performed until all guarantee obligations hereunder are fully satisfied. Performance bonds required of Subcontractor shall include the performance of guarantee obligations and warranty obligations and shall not contain clauses limiting the time to sue upon said bonds for breach of the guarantee or warranty.

ARTICLE 20, SUBMITTALS
Subcontractor shall immediately prepare and obtain and promptly submit to Contractor shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports and engineering calculations, all as may be required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. Approval of drawings or other submittals by Contractor or Architect shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or of its responsibility for the proper matching of the Work to contiguous work.

Subcontractor shall promptly submit all shop drawings and samples as to cause no delay in the Work or the progress of the Project. Subcontractor shall submit all shop drawings and samples through the Contractor to the Owner for the Architect's review. By submitting shop drawings and samples, Subcontractor represents and warrants that it has determined and verified all materials, field measurements, and field construction criteria pertaining thereto, has checked and coordinated this information with the Work and the Contract Documents, and that the Subcontractor shall fully guarantee and warrant the Work in accordance with this Subcontract and the Contract Documents. Any submission that, in Contractor's opinion, is incomplete, contains errors or has not been fully and properly checked, may be returned unreviewed by Contractor for revision and resubmission.

In reviewing shop drawings, Architect/Engineer need not verify dimensions and field conditions. Architect/Engineer will review shop drawings and samples only for conformance with the design concept of the Work and for general detailing. Architect and Contractor's review shall not be construed as a complete check nor shall it relieve Subcontractor from its responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents. Architect’s or Contractor’s review shall not relieve Subcontractor from responsibility for errors in shop drawings; responsibility for proper fitting of the Work, the necessity of furnishing any Work required by the Contract Documents which may not be indicated on shop drawings when reviewed; or the necessity of providing sufficient quantities of items.

ARTICLE 21, PERFORMANCE
The Work shall be performed and furnished under the direction and to the satisfaction of Architect and Contractor, but Subcontractor shall not thereby be relieved of its obligation to supervise the Work, using its best skill and attention, or its obligation to perform the Work as provided for herein. Subcontractor shall be bound by the interpretations and decisions of Architect and Owner to the same extent as Contractor may be bound thereby under the Contract Documents. No certificate issued or payment made to Subcontractor nor any partial or entire use or occupancy of the Project site shall be an acceptance of any Work not in accordance with this Subcontract or the Contract Documents or be deemed evidence of proper performance of the Work, either in whole or in part, or be construed as an acceptance of defective workmanship or improper materials.

Subcontractor shall notify and obtain the approval of Contractor before the arrival of forces or delivery of...
materials and equipment to the Project site, before any substantial change in its forces, and before leaving the Project site for any reason.

Subcontractor shall promptly and carefully check all Contract Documents and notify Contractor of any discrepancies or conflicts before performing any Work, and Subcontractor shall be responsible for any extra costs resulting from its failure to do so. Subcontractor shall cooperate with Contractor and other subcontractors in the preparation of coordination drawings where required by Contractor. Subcontractor shall take field measurements and verify field conditions and compare such field measurements and field conditions with the Contract Documents before activities are commenced. Errors, inconsistencies or omissions discovered are to be reported to Contractor at once. Any work done by Subcontractor with respect to any portion of the Work affected by such error, discrepancy, conflict, misunderstanding, or variance will be at Subcontractor’s own risk and Subcontractor shall bear all costs and loss arising therefrom.

Neither Architect nor Contractor nor Owner shall be responsible for: construction means, methods, techniques, sequences or procedures of Subcontractor; safety precautions and programs of Subcontractor; the acts or omissions of Subcontractor; or the failure of Subcontractor to carry out the work in accordance with the Contract Documents.

The Subcontractor shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Project site with materials and equipment. Subcontractor shall not perform any portion of the Work outside the areas of the Project site owned or controlled by Owner or designated as part of the Project site in the Contract Documents unless Subcontractor gives thirty (30) days advance written notice to Contractor, and Owner is able to obtain permission from the appropriate parties to proceed with the Work or to permit access pursuant to Owner’s agreements with the owners and/or tenants of said areas. Any work permitted outside of the Project site owned by Owner shall be scheduled in a manner as to cause or occasion a minimum of inconvenience or disturbance to or interference with the normal operations of the Owner, abutters and the public. Subcontractor shall prosecute such operations expeditiously and restore the affected area and other areas needed for access to their original conditions immediately upon completion of such operations unless otherwise specified.

ARTICLE 22, LIENS

To the extent not expressly prohibited by law, Subcontractor shall not suffer or permit any lien or other encumbrance to be filed or to remain of record as a claim against the building or the Project site or against any monies due or to become due for any Work performed or materials furnished by, to or on behalf of Subcontractor, or any of its subcontractors or suppliers; nor shall Subcontractor suffer or permit any such lien or encumbrance to be so filed because of any claim or demand against, or any action or non-action of, Subcontractor or any of its subcontractors or suppliers. Subcontractor shall defend, indemnify and save harmless Contractor, Contractor’s sureties and Owner from any lien or claim of lien filed or maintained by any laborer, materialman, subcontractor, or other person or entity directly or indirectly acting for, through, or under Subcontractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien or claim of lien to be satisfied, removed, or discharged by bond, payment, or otherwise within such time as provided under the Contract Documents or ten (10) days from the date of receipt by Subcontractor of written notice from Contractor or Owner to remove the lien, whichever period is shorter.

ARTICLE 23, PATENTS

Subcontractor shall pay all royalties and license fees applicable to the Work. Subcontractor shall defend, indemnify and hold Owner, Architect and Contractor harmless of, from and against any and all suits, demands and claims for infringement of any patent rights except to the extent that Owner may have assumed responsibility therefor under the Contract Documents. The foregoing exception shall be inapplicable if Subcontractor had or should have had reason to believe the design, process, or product infringed upon a patent and failed to give written notification to Contractor of same.

ARTICLE 24, LABOR

Subcontractor shall employ labor that is compatible with the labor of other subcontractors; shall take all steps necessary to avoid labor disputes; and shall be responsible for any delays and damages to Owner caused by such disputes. Subcontractor agrees that where the Work is stopped, delayed, or interfered with by strikes, slow-downs, or similar interruptions or disturbances (including cases where Subcontractor’s employees are engaged in a work-stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor), Contractor shall have the rights and remedies provided for in Article 26. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and Subcontractor shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly prosecution of the Work. Subcontractor shall not permit anyone under the age of 18 to perform the Work or to have access to the Project site. Subcontractor shall comply with all instructions by Contractor relating to the ingress and egress of its employees, materialmen and suppliers to the Project and shall take all necessary steps to restrain and enjoin any illegal picketing, demonstrating, violence, or similar activity against Subcontractor at the Project. Subcontractor agrees that if any provision of the Contract Documents conflicts with any agreement among members of a trade association, or with a union or labor council which regulates the work to be performed by a particular trade, Subcontractor shall reconcile such conflict without delay or damage to Owner or Contractor. Nothing herein shall be deemed to limit Contractor’s rights under Article 26 hereof.

ARTICLE 25, DAMAGE

Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Subcontractor, or anyone employed by or through Subcontractor, in the performance of the Work; and Subcontractor shall maintain such insurance and take such protective action as Subcontractor deems desirable with respect to such property. Contractor shall not be liable or responsible for any loss or damage to the Work, and Subcontractor shall be responsible for the correction or restoration of any such loss or damage to the Work, or to the work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, servants, or employees.
hereunder. Subcontractor shall take all reasonable precautions to protect the Work from loss or damage prior to acceptance by Owner.

ARTICLE 26, DEFAULT

Should Subcontractor at any time:

(a) fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantities and of required quality to perform the Work with the skill, conformity, promptness and diligence required hereunder;
(b) cause interference, stoppage, or delay to the Project or any activity necessary to complete the Project;
(c) become insolvent;
(d) fail to properly and promptly make payment for all materials and services provided in the performance of the Work; or
(e) fail in the Contractor’s opinion in the performance or observance of any of the covenants, conditions, or other terms of this Subcontract (including, but not limited to, those contained in Article 15 [Safety] hereof), then in any such event, each of which shall constitute a default hereunder by Subcontractor, Contractor shall, after giving Subcontractor written notice of default and forty-eight (48) hours within which to cure said default, have the right to exercise any one or more of the following remedies:

(i) require that Subcontractor utilize, at its own expense, overtime labor (including Saturday and Sunday Work) and additional shifts as necessary to overcome the consequences of any delay attributable to Subcontractor’s default;
(ii) attempt to remedy the default by whatever means Contractor may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing, or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor) and deducting the cost thereof (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) from any monies due or to become due to Subcontractor hereunder;
(iii) after giving Subcontractor an additional forty-eight (48) hours written notice (at any time following the expiration of the initial forty-eight (48) hours notice and curative period), terminate this Subcontract, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties, and by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose) and deducting the cost thereof (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) from any monies due or to become due to Subcontractor hereunder;
(iv) recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Contractor’s cost of insurance resulting from Subcontractor’s failure to maintain insurance coverages required hereunder), and all reasonable attorneys’ fees suffered or incurred by Contractor by reason of or as a result of Subcontractor’s default.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by Architect and full payment therefor by Owner, Contractor shall promptly pay Subcontractor the undisbursed balance of the Price, if any. If the cost of completion of the Work, plus the allowance for administrative burden, together with any other damages or losses sustained or incurred by Contractor, shall exceed the undisbursed balance of the Price, Subcontractor and its guarantors, surety, or sureties shall pay the difference within fifteen (15) days of written demand from Contractor.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity. Subcontractor’s guarantors, surety, or sureties agree to be bound to Contractor with respect to such remedies notwithstanding any provision of the bonds provided pursuant to Article 10 hereof.

Except as limited by this Subcontract, Subcontractor shall have the rights and remedies available at law or in equity for a breach of this Subcontract by Contractor. Any default by Contractor shall be deemed waived unless Subcontractor shall have given Contractor written notice thereof within five (5) days after the occurrence of such default. Subcontractor shall be entitled to stop the Work or terminate this Subcontract only (a) on account of Contractor’s failure to pay an amount to Subcontractor which is paid by Owner to Contractor under Subcontractor’s Application for Payment that is approved in accordance with the Contract Documents and (b) where a good faith reason does not exist as to the withholding of such payments claimed by Subcontractor (“Contractor’s Default”). Subcontractor shall not be entitled to stop the Work on account of a Contractor’s Default unless such Contractor’s Default shall have continued for more than ten (10) days after Contractor’s receipt of written notice of such Contractor’s Default from Subcontractor, specifying in detail the nature of the default and the steps necessary to cure the claimed default.

Subcontractor shall not be entitled to terminate this Subcontract except for a Contractor’s Default which shall have continued for at least an additional thirty (30) days after (a) Subcontractor shall have stopped Work in accordance with this paragraph and (b) Contractor shall have received thirty (30) days written notice of Subcontractor’s intention to terminate this Subcontract. Article 26 represents the Subcontractor’s sole right to stop the Work or terminate this Subcontract.

Should any termination for default under Article 26 (iii) be determined to be invalid, improper or wrongful, such termination shall be deemed to have been a termination for convenience as provided in Article 28 below.

Subcontractor shall not be entitled to receive any further payment until the Work shall be wholly completed to the satisfaction of Contractor and shall have been accepted by Contractor and Owner, at which time, if the unpaid balance, if any, of the Price at the time of Subcontractor’s default shall exceed the costs and expenses incurred in completing the Work and curing Subcontractor’s default, such excess shall be paid to Subcontractor; but if such costs and expenses shall exceed such unpaid balance, then Subcontractor shall pay the difference to Contractor. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of Contractor and
Owner and of performing and furnishing all labor, services, materials, equipment and other items required therefor, but also all losses, damages, costs and expenses, whether direct or consequential, including, without limitation, attorney’s and legal fees and disbursements, sustained, incurred or suffered or to be sustained, incurred or suffered by Owner or Contractor by reason of or resulting from any default of Subcontractor.

ARTICLE 27, DISPUTES

In the event of any dispute between Subcontractor and Contractor arising out of or relating to this Subcontract, or the breach thereof, which involves the correlative rights and duties of Owner, the dispute shall be decided in accordance with the Contract Documents, and Subcontractor, its suppliers, subcontractors and its guarantors, surety, or sureties, shall be bound to Contractor to the same extent that Contractor is bound to Owner by the terms of the Contract Documents and by any decisions or determination made under the Contract Documents by an authorized person, board, court, arbitration, or other tribunal. Subcontractor shall be afforded a reasonable opportunity to present information and testimony involving its rights. Subcontractor shall be solely responsible for the preparation of any information or testimony hereunder unless Contractor notifies Subcontractor in writing of its intention to provide attorneys and provide for the presentation of any case governed by this paragraph, in which case Subcontractor shall have the duty to cooperate with Contractor.

If a dispute should arise between Contractor and Subcontractor under or relating to the Subcontract, or the breach thereof, which does not involve the correlative rights and duties of Owner and is not, therefore, controlled by the foregoing provision, then either party may seek redress of its grievances as to such disputes at law or in equity in a court of competent jurisdiction located in the State in which the Project is located.

In the event of any dispute as to whether any item or portion of the Project Work is within the scope of the Work to be performed by Subcontractor or any dispute as to whether Subcontractor is entitled to an extra payment, Subcontractor shall continue to proceed diligently with the performance of the Work, this Subcontract, and any disputed Work, pending any resolution. The existence of a dispute shall not be grounds for any failure to perform by Subcontractor nor limit the right of Contractor to proceed to remedy any default by Subcontractor.

ARTICLE 28, EARLY TERMINATION

If Owner terminates the Contract or stops the Work for a reason other than the sole default of Contractor, Contractor may terminate this Subcontract or stop the Work for the same reason, and Subcontractor’s rights and remedies, including the basis for payment of any unpaid portion of the Price, shall be limited to the corresponding rights and remedies available to Contractor under the Contract Documents, and controlled by Article 26 above. Should this Subcontract be terminated for default, Subcontractor shall assign all purchase orders and subcontracts to Contractor if Contractor, in its sole and absolute discretion, requests such assignments. Subcontractor agrees to incorporate such provisions in its agreements with suppliers and subcontractors to effectuate this Article 28. Nothing herein shall create any duty on the part of Contractor to accept the assignment of any purchase order or subcontract hereunder.

Further, in its sole discretion and without notice to any guarantors, surety, or sureties, Contractor may, at any time prior to final payment, terminate this Subcontract for its convenience upon the giving of written notice to Subcontractor. In no event shall Subcontractor be entitled to consequential damages or loss of profits on portions of the Work not yet performed. If terminated for convenience, Subcontractor shall be entitled to be paid all costs of all Work provided hereunder including reasonable and necessary costs of termination, as determined in accordance with the method set forth in Article 8 above, together with the Profit Percentage attributable to the costs so determined. Payment shall be made in accordance with and subject to the requirements of Article 4.

Without limitation, the following obligations, among others, of Subcontractor shall survive the termination of the Subcontract whether pursuant to this Subcontract: warranties and guarantees of Work performed; indemnity; payment of taxes, damages, losses and expenses; certifications; delivery of manuals, data on electronic media and as-built drawings; correction of Work performed; removal of liens; and cooperation with the construction lender.

ARTICLE 29, SETOFF

If Subcontractor is, or hereafter begins, performing any work for Contractor other than the Work under the Subcontract and the unpaid balance of the Price becomes insufficient to complete such Work or compensate Contractor for any damages or deficiencies by the Subcontractor in the performance of the other work, Subcontractor hereby consents and agrees to allow Contractor, in its sole discretion and judgment, to setoff any of Contractor’s claims against any funds due, or which may become due, Subcontractor under any other agreement with Contractor, or any subcontract on any other project. No refusal or failure of Contractor to exercise its rights hereunder shall constitute the basis of any right or claim against Contractor.

ARTICLE 30, MISCELLANEOUS

(a) All matters relating to the validity, performance, or interpretation of this Subcontract shall be governed by the law of the State in which the Project is located, applicable to the validity, performance, or interpretation, as the case may be, of the Contract Documents. In the event that any term, provision, or part of the Subcontract is held to be illegal, invalid or unenforceable, such term, provision, or part shall be deemed severed from the Subcontract and the remaining terms, provisions and parts shall remain unaffected thereby. Where the context requires, neater terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa.

(b) This Subcontract, including the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof. Subcontractor agrees that any claims against Contractor, irrespective of an alleged breach by Contractor of the Contract Documents, shall be based, nonetheless, upon this Subcontract and the Price, and shall in no event be based upon an asserted fair and reasonable value of the Work performed.

(c) This Subcontract may not be changed in any way except as herein provided or by a writing signed by a duly authorized officer or agent of each party. No requirement of this Subcontract may be waived except in writing signed by a duly authorized officer of the waiving party. This provision may not be waived orally by Contractor.

(d) The provisions of this Subcontract and the Contract Documents are intended to supplement and comple-
ment each other. If, however, any provision of this Subcontract irreconcilably conflicts with a provision of the Contract Docu-
mients, the provision imposing the greater duty on the Subcon-
tractor shall govern.

(e) As to any claim which arises out of Sub-
contractor's performance which is also caused by the acts or
omissions of any third party, Subcontractor's liability hereunder
shall be joint and several.

(f) The failure of Owner or Contractor to insist
upon performance or strict performance of any of the terms, co-
venants or conditions of this Subcontract or the Contract Docu-
ments shall not be deemed a waiver of any rights or remedies
that Owner or Contractor may have; shall not be deemed to con-
stitute an amendment of this Subcontract; and shall not be
deemed a waiver of any subsequent breach or default by Con-
tractor of any of the terms, covenants, or conditions of this Sub-
contract.

IN WITNESS WHEREOF, the parties have duly executed this Subcontract as of the date first above written.

(Subcontractor name)  Bovis Lend Lease, Inc.

Subcontractor

By: ____________________________  By: ____________________________

(Signature)  (Signature)

Printed Name: ____________________________  Printed Name: ____________________________

Title: ____________________________  Title: ____________________________

Attest: ____________________________  Attest: ____________________________

Subcontractor Check ONE:  ☐ Corporation  ☐ Partnership/Joint Venture  ☐ Individual

If your company qualifies as one or more of the business enterprise types listed below, please check the appropriate box(s) and list certifying agency(s) below:

☐ DBE (Disadvantaged Business Enterprise)  ☐ SDVE (Small Disabled Veteran Enterprise)
☐ MBE ( Minority Business Enterprise)  ☐ WBE (Women Business Enterprise)
☐ SBE ( Small Business Enterprise)  ☐ N/A (Does not apply to your firm)

Certifying Agency(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

If your company is a Minority Business Enterprise (MBE), please check the appropriate box:

☐ African American  ☐ Hispanic
☐ Aleutian Indian  ☐ Native American
☐ Asian

LICENSING: By executing this Subcontract, Subcontractor affirms that it holds the following contractor license(s) applicable to the Work as required by the state in which the Project is located.

State of ____________________________ License No(s). ____________________________ (If none required, enter "N/A")

License Classification(s): ____________________________

Expiration Date: _______________

Payments will not be processed without complete licensing information.

*Subcontractor's Federal Employer Identification No.:

(If no E.I. Number, enter business owner’s Social Security No.) *Per IRS 3402(s), 31% of each payment is required to be withheld and remitted to the IRS if E.I. Number or Social Security Number is not provided. This withholding amount will be in addition to Subcontract retainage.

For Bovis Lend Lease, Inc. Use:

☐ License Verified  ☐ Not Required  By: ____________________________  Date: _______________
SCHEDULE 1 — CONTRACT DOCUMENTS

The Contract Documents referred to in Article 1 and elsewhere in this Subcontract consists of the Subcontract and the following:

The Contract Documents, sometimes referred to collectively as the "Subcontract," are listed below and shall constitute the Subcontract.

- This Subcontract with Schedules 1, 2 and 3
- The Contract
- Exhibit A (Drawings/Specifications) consisting of _____ pages, dated _____
- Exhibit B (General Scope of Subcontractor's Work) consisting of _____ pages, dated _____
- Exhibit C (Insurance Requirements) consisting of _____ pages
- Exhibit D (Unit Prices) consisting of _____ pages, dated _____
  (Note: The setting forth of unit prices shall not be construed to require Contractor to engage Subcontractor to perform the work for which unit prices are listed.)
- Exhibit E (Alternates) consisting of _____ pages, dated _____
- Exhibit F (Bonding Requirements and Required Bond Forms) consisting of _____ pages
- Exhibit K (California Addendum) consisting of ____ pages
- Additional Exhibits:
  - Exhibit B.1 (Subcontractor's Specific Scope of Work) consisting of ## pages, dated ##/##/##
  - Exhibit G (Performance Schedule) consisting of ## pages, dated ##/##/##
  - Exhibit H (Requisitioning Instructions) consisting of 10 pages, dated 12/29/00
  - Exhibit J (Safety Procedures) consisting of 8 pages, dated 8/30/06
  - Exhibit L (Site Logistics and EH&S Plan) consisting of ## pages, dated ##/##/##

The Subcontractor is bound by the terms of all Contract Documents.
SCHEDULE 2 — PERFORMANCE SCHEDULE
Pursuant to Article 6 of this Subcontract and without limiting the provisions thereof, Subcontractor shall perform the Work and its several parts according to the following specific schedule, and as the same may be revised from time to time by Contractor:

See Exhibit G for Performance Schedule
SCHEDULE 3 — TEMPORARY FACILITIES
All temporary Project site facilities and storage, sheds, shanties, material storage rooms, field offices, power, hoists, scaffolding, cold weather protection, etc. ("Temporary Facilities") required in performing the Work shall be furnished by Subcontractor except as provided herein. Subcontractor agrees to furnish, at Subcontractor’s expense, sufficient Temporary Facilities for the efficient performance of the Work. Subcontractor agrees to place its Temporary Facilities in locations designated by Contractor. When it becomes necessary, in the opinion of the Contractor, for Subcontractor to provide Temporary Facilities, Subcontractor will do so in an expeditious manner and at no additional cost. Temporary Facilities shall be equipped with fire extinguishers and shall be of fireproof material only, such as concrete, gypsum block, rated drywall, or sheet metal. The sole exceptions to Subcontractor’s obligations to provide Temporary Facilities are:

Temporary Toilets
Drinking Water

The Temporary Facilities furnished by Contractor shall be without charge to Subcontractor except as otherwise indicated above.

In connection with their furnishing of the Temporary Facilities indicated above, Contractor shall not be liable for conditions beyond the reasonable control of Contractor which may interrupt, delay or otherwise interfere with the availability of such Temporary Facilities to Subcontractor. Unless otherwise expressly indicated, the Temporary Facilities furnished by Contractor shall not be for the exclusive use of Subcontractor, but shall be shared by others performing work on the Project. Contractor, therefore, reserves the exclusive right to schedule the use of any Temporary Facilities in accordance with its determinations as to the needs of the Project and shall incur no liability as a result thereof. If either party from time to time furnishes the other a crane, hoisting equipment, or other machinery or equipment, with or without an operator, for such party's exclusive use, then the using party shall at all times furnish adequate and competent supervision and direction therefor and shall be fully liable and responsible for safe and proper care, use and custody of such machinery or equipment.
## CCSF Joint Use Building
### San Francisco, California
#### Drawings & Specifications

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<td>General Notes, Symbols, Abbreviations</td>
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<td>Site Plan - Accessibility</td>
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<td>Fire and Life Safety Diagram - Second and Third Floors</td>
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**San Francisco, California**

**Exhibit A**

**Drawings Specifications**

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EXHIBIT B

BID PACKAGE CONTRACTOR’S GENERAL SCOPE OF WORK

I. General Provisions

1. General Compliance. The Bid package contractor represents that he is familiar with all laws, regulations, and ordinances governing the execution of this work and hereby agrees that all rights of lien held by Bid package contractor / Subcontractors / Suppliers / Laborers whether conferred by statute or otherwise, with respect to all or any portion of the Work in connection with the Project, are subordinate to the lien of any mortgage or to the rights of any beneficiary under a deed of trust (and all advances secured thereby), encumbering all or any portion of the Project or the Work, given by the Owner to a lender to secure construction or permanent financing for the Project throughout the course of construction. Bid package contractor shall execute such documents effectuating such subordination as the Owner and/or its lenders may reasonably require.

All work must be performed in accordance with applicable laws, ordinances, rules, regulations and orders of public authorities with jurisdiction (the “Public Agencies with Jurisdiction”) including, but not limited to; the Office of Statewide Health Planning and Development, the Department of Health and Human Services, the City of San Francisco, the state and local Fire Marshall, the Bay Area Air Quality Management District, the Regional Water Quality Control Board, the California and Federal Occupational Safety and Health Administrations, the California Department of Health Services and the Environmental Protection Agency. Bid package contractor shall be responsible for the posting of all notices required to comply with the Applicable Laws and Regulations.

2. Workmanship: The Bid package contractor shall execute the work required under this agreement with the highest workmanship and consistent with the design intent expressed in the Contract Documents (Exhibit A). Bid package contractor represents that he is familiar with and has expertise in the performance of this trade together with those trades normally considered as ancillary in nature. Furthermore, the Bid package contractor is cognizant of and agrees to the project requirements for premium quality, consistent with a first class project, in accordance with the highest standards of the trades involved.

3. Work Scope: This “Scope of Work” is intended to define, but not to limit the scope of work to be performed. The scope of this Subcontract shall include all necessary labor, off-site parking for crews, materials, accessories, equipment, hardware, fasteners, tools, layout, engineering, supervision, hoisting, scaffolding, ladders, other access aides, shop drawings, packaging, trucking, freight, delivery, permits insurance, taxes, fees, licenses and all other services and/or products required for the complete performance of the Work, as well as related work for this project in accordance with this scope of work, authorities having jurisdiction, and the Drawings and Specifications as listed in Exhibit A attached hereto.

4. Contract Documents: The work shall be furnished and installed in accordance with the Contract Documents as listed in Exhibit "A". Any deviation from said Contract Documents shall require prior written approval from the Contractor. Any correction work required as a result of unapproved deviations shall be charged to Bid package contractor. Bid package contractor shall not perform any extra work or unit price work without prior express written authorization by the Contractor, and any extra work performed without such formal approval shall not be reimbursed or considered justification for a change order to this Contract.

5. Conditions of Approval relate to many aspects of the project, which require a minimum level of pre-construction planning and close coordination prior to proceeding with the work. Bid package contractor shall submit a proposed plan specifically describing its means and methods to achieve the projects stated.
conditions as listed below. Conditions of approval for this project may include, but are not limited to the following:

- Site logistics
- Construction and techniques and equipment
- Material delivery and storage plan
- Noise mitigation techniques and procedures
- Traffic control, parking and access planning
- Air/water pollution control planning
- Hazardous materials, waste, storage and disposal planning
- Equipment, materials and security protection plan
- Temporary lighting & power requirements
- Others as listed here by Contractor

6. Plans & Specifications. Upon Contract award, Contractor will issue (1) electronic file of the contract plans and specifications to Bid package contractor. Bid package contractor will purchase additional sets of contract plans and specifications as well as updates, bulletins or revisions to the contract plans and specifications.

7. Electronic Submittals. Bid Package Contractor shall provide electronic copies of all submittals whenever appropriate. Shop drawings containing a large number of pages or large samples can be submitted in hard copies but all others should be emailed to Bovis Lend Lease.

8. Permits & Approvals. Bid package contractor is responsible for application, approval and payment for all permits and approvals required for the performance of Bid package contractor's Work. This includes any site access, sidewalk crossing and street permits that are required by the City of San Francisco (or the appropriate authority of jurisdiction), Building Department and any other agencies which have jurisdiction over the work.

9. Hours of Work. Hours of work shall be available between 7:00 a.m. and 5:00 p.m. Monday through Friday or as otherwise determined by Contractor. Contractor reserves the right to modify the work hours and/or schedule as required. Bid package contractor includes all costs for standby trades (such as BLL staff to open job site, hoist operators, etc.) when Bid package contractor chooses (or needs to, in order to make up schedule for Bid package contractor’s own work due to Bid package contractor’s own delay) to work beyond normal working hours and on Saturday or Sunday.

10. Existing Conditions/Work of Others. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Bid package contractor shall promptly rectify any errors due to Bid package contractor's failure to verify all such grades, elevations, locations or dimensions without any increase to the Contract Price.

11. Existing Conditions/Building Authorities. Bid package contractor has visited the premises and is fully cognizant of the location of the jobsite and is thoroughly familiar with the existing buildings, adjacent conditions, properties, sidewalks, underground utilities and has complete knowledge of all applicable state, city, municipal and local building and other agencies’ codes applicable to this bid package contractor’s scope of work. Bid package contractor further warrants that Bid package contractor shall change, alter or supplement his work as directed by governmental and building official authorities immediately upon said direction and at no charge to the Contract Price, provided such change, alteration or supplement does not materially change the Scope of Work.

12. Work of Others. If any part of Bid package contractor’s Work depends upon the work of the Owner or another bid package contractor, Bid package contractor shall, prior to proceeding with the Work, promptly report to Contractor any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of Bid package contractor to report discrepancies or defects shall constitute an acceptance of Owner’s or other bid package contractor’s work as fit and proper to receive Bid package contractor’s Work, except as to defects that may subsequently become apparent in work by others.
Should Bid package contractor cause damage to the work or property of Owner or another bid package contractor, Bid package contractor shall, upon due notice, promptly attempt to remedy or otherwise settle with such other bid package contractor by agreement, or otherwise to resolve the dispute.

13. **Discrepancies:** The Bid package contractor shall check and coordinate its Work with all Contract Drawings, Specifications, dimensions, shop drawings of other trades, and as-built conditions. Where discrepancies occur, the Bid package contractor shall be responsible to immediately notify Contractor in writing of the discrepancy and request a clarification. Where notification of a discrepancy has not been made, the Bid package contractor shall be responsible for the required correction. All costs incurred due to any incorrect installation shall be born by the Bid package contractor.

14. **Occupied Facilities.** Bid package contractor understands that the project is located on a community college campus. The bid package contractor agrees to take great care working in this congested area. Bid package contractor shall in the performance of its work cooperate fully with the Owners and the City of San Francisco and shall not deny any reasonable request made by them or their agents.

15. **Inspections.** Bid package contractor shall cooperate with the on site inspector to the fullest extent as required by the Contract Documents, drawings and specifications.

   Bid package contractor shall provide a minimum of 48-hour notice when site testing/inspection is required. Bid package contractor will not contact the inspector directly without going through Contractor’s field management representative.

   Bid package contractor shall submit a fabrication inspection schedule to Contractor and notify Contractor 30 days in advance of the manufacture of material required to be inspected/tested in accordance with the Contract Documents. Material shipped prior to having satisfactorily passed required inspections shall not be incorporated into the work. Bid package contractor shall bear all costs arising therefrom.

   Bid package contractor shall be charged for the re-testing and re-inspection costs, in addition to repair and replacement costs, resulting defects in construction, inadequate quality control or bid package contractor’s noncompliance with the contract as evidence by tests and inspection reports. Reference the project specifications for further details.

16. **Sequenced Work.** Perform work when and as directed by Contractor. Temporarily omit any section or portion of the work that may be required by Contractor and later fill in such sections or portions, when directed, at no additional cost. Perform any work-sequence that may be normally required by Contractor at no additional cost. Include site mobilizations as required to complete the Work.

17. **Coordination with Other Trades.** This Bid package contractor is aware that other trades will be working on site and coordination with other trades is required. Coordinate the on-site placement of material and/or tools & equipment with Contractor so as not to impede operations by others that are working concurrently on the site. The designated storage place shall be kept neat and clean and all damages thereto or to its surrounding shall be repaired by this Bid package contractor at no additional cost.

   Bid package contractor shall coordinate and cooperate in all respects, during every phase of Bid package contractor’s performance of the work, with Owner, Contractor, Architect, Other Bid package contractors, utility provider and any public authority or third party who may be employed or engaged in activity on or near the site in relation to the project. Bid package contractor recognizes and acknowledges that its coordination and cooperation obligations are essential terms of the Subcontract, and shall include, without limitation, making work areas available to other Bid package contractors and occasional disruptions to Bid package contractor’s performance of the work. Bid package contractor acknowledges and recognizes that the performance by others involved in the project of their respective work or the application of this clause may delay Bid package contractor in the performance of the work or render the performance thereof more costly than if Bid package
The contractor was not bound by the provisions of this clause. Bid package contractor hereby agrees that it shall have no basis for any claims for an increase in the price for any alleged additional costs, expenses or damages of whatsoever nature, and Bid package contractor hereby waives any and all rights it may have to assert any such claim or cause of action against Owner and/or Contractor caused by or arising out of the aforesaid site conditions or any conditions arising off-site in relation to the project or the general coordination and cooperation responsibilities of Bid package contractor.

Without limitation of the obligations set forth in the preceding paragraph, Bid package contractor recognizes and acknowledges that certain areas of the Project may be, as such areas are executed and completed, designated restricted areas to which access by Bid package contractor may be limited or prohibited. Bid package contractor also recognizes and acknowledges that such designated areas may interfere with the orderly plan and schedule of its operations and performance of the Work. Accordingly, Bid package contractor shall not assume there will be unrestricted access to or use of any area and must, prior to the commencement of the Work and as the Work progresses, assure to its satisfaction the access and other conditions affecting the Work. Upon receipt of written direction from Contractor’s Superintendent, this Bid package contractor will redirect his personnel to immediately work in a different area.

18. **As-Built Documents.** Bid package contractor includes the continuous maintenance and final submission of as-built documentation and delivery to Contractor upon completion of his work, and prior to final payment. This includes retaining the services of a licensed surveyor, if required, to perform an as-built survey upon completion of the work. As-built documents shall be maintained at Bid package contractor’s site office and shall be current at all times during the progress of the work. Contractor may request periodic submission or review of in-progress as-built documents to ensure continuous compliance throughout the project.

**BID PACKAGE CONTRACTOR UNDERSTANDS AND AGREES THAT PERIODIC SUBMISSION OF AS-BUILT DOCUMENTS AND INFORMATION IS A CONDITION OF RELEASE OF PROGRESS PAYMENTS. IT IS THE BID PACKAGE CONTRACTOR’S RESPONSIBILITY TO ENSURE THAT CONTRACTOR HAS INSPECTED THE CONDITION OF ALL AS-BUILT INFORMATION AND AGREES THAT IT IS CURRENT WITH THE PROJECT’S PROGRESS PRIOR TO ALL PAYMENT APPLICATION REQUESTS.**

If Bid package contractor uses AutoCAD or other electronic means to generate such as-built information, Bid package contractor shall include copies of the electronic data (i.e. “disks”) along with hard copies of final as-built submissions.

Bid package contractor is to provide as built drawings locating all embed placement, including any required surveying to insure that any deviations from Bid package contractor's shop drawings are identified prior to fabrication of work by others. Reference exhibit B.1 for more specific scope detail on embeds (if applicable to this scope of work).

Bid package contractor specifically includes providing all required operation and maintenance manuals to Contractor by no later than 50% completion of the Project.

19. **Mock-ups.** All costs associated with “mock-up” work (where applicable) required to coordinate Bid package contractor’s work with that of another bid package contractor are included. The intent of such mock-ups includes, but is not limited to, establishing final design, construction sequencing, dimensions, coordination and quality of the workmanship that are to be continued and expected once said mock-ups have been approved by the Architect, Consultants, Owner and Contractor. Mockup testing by others. Reference Exhibit B.1 for more information on scope specific mock-ups required.

20. **Site Access.** Bid package contractor and its affiliates and subcontractors shall limit equipment and vehicle usage to the Contractor designated ingress, egress and service areas. Upon request by Contractor, all equipment and material shall be removed from designated ingress, egress and service areas immediately. All
Unauthorized vehicles and/or non-compliant vehicles on the project site will be removed or towed at Bid package contractor’s expense.

Bid package contractor shall coordinate activities with any concurrent nearby projects, which are under construction, are planned for construction or later become known, in order to minimize cumulative traffic impacts due to lane closures or street excavation.

Bid package contractor shall bear the full responsibility and cost for permits, and all other traffic control associated with his deliveries to the satisfaction of Contractor, City of San Francisco and other agencies having jurisdiction.

Bid package contractor employees will be allowed site access through separate/physically segregated entry points. These entry points will be secured through the use of physical barriers (turnstiles/ gates with electronic badge locks) or staffed by security personnel at all times. Site access will be not permitted to employees that have not received the site orientation.

21. **Parking** – Bid package contractor is responsible for all employee travel time between any parking area and designated parking lots (specified for use by Contractor). Onsite parking will be limited for bid package contractor’s company vehicles. NO onsite parking will be provided for Bid package contractor’s labor force. Parking fees for offsite parking required shall be the responsibility of Bid package contractor.

22. **Site Communications** – Bid package contractor shall purchase for its site superintendent and foreman a two-way communications radio system that is fully compatible with Contractor’s project system. At contractor’s option a mobile phone may substitute for this requirement.

23. **Site Deliveries**. All deliveries of material shall coordinate with Contractor’s field personnel in accordance with the site logistics plan, giving 48 hours advance notice. Bid package contractor Price includes off-hour deliveries, as deemed necessary by Contractor. Reference hoisting below.

- All delivery vehicles’ drivers must have security clearance to bring vehicles on site and provide proof of valid driver’s license, proof of valid insurance and state registration. In order to facilitate this process, Bid package contractor should submit copies of these documents to the Contractor for all their regularly used delivery vehicles/drivers prior to the first on-site delivery.
- No passengers shall be permitted to ride through the site in delivery vehicles.
- Contractor’s security guard shall inspect all vehicles prior to entry and exit for materials.

24. **Site Loading** - Bid package contractor shall limit material and equipment loads on the structure to loads only specifically approved by the engineer of record, including location, weight and dynamics.

25. **Layout**. Bid package contractor shall include all necessary layout required to perform the Work. Offsite benchmarks and property line offsets will be provided for Bid package contractor’s use as follows;

Contractor will provide one (1) north/south and one (1) east/west axes at each level of the building. Further, Contractor shall provide one (1) benchmark to establish datum elevation for each level of the building. All other layout is by this Bid package contractor. Bid package contractor is solely responsible for proper layout of the work, and for all lines and measurements for all the work executed under the Contract Documents.

26. **Containment of Debris**. In planning and performing the Work, every effort shall be made to minimize the noise, fumes, dirt, vibration, liquids, dust and any other physical intrusion into the balance of the project and facility. The reduction of dust generated by excavation and other construction activities will be achieved by using construction industry-accepted methods such as watering the site and covering load material in trucks. Mud, debris, and other nuisance material tracked on public access roadway will not be permitted. This bid
27. **Protection of the Work.** Bid package contractor shall be responsible for formulating and implementing a security program for the protection of its Work, materials and equipment. The security program shall be designed to protect work in progress and materials stored at the Site or other locations. Bid package contractor will also exercise caution to ensure structure and finishes are not damaged during equipment and/or material delivery and/or installation.

The Bid package contractor agrees and acknowledges that all existing finishes (inside/outside of the building) are to be protected when the Work of this Subcontract comes in close proximity. Any/all costs associated with the protection of the existing finishes as required shall be the responsibility of the Bid package contractor. Repair of any damage to the existing finishes caused by the execution of the Work covered by this Subcontract shall be the responsibility of the Bid package contractor.

28. **Damaged Work:** Bid package contractor shall touch-up, repair, replace, repaint, rehabilitate, etc. at no additional cost as required to bring his Work to an acceptance condition, per the Contract Documents at the time the Work is to be turned over and accepted by the Owner. Bid package contractor’s responsibilities will be in effect until both the following conditions are met:

- Certificate of Substantial Completion for the project has been issued by the Architect
- The Owner accepts the work and takes over the building for his beneficial use

Contractor will not accept any claim for repair or replacement of Bid package contractor’s material or installed work required because of vandalism, malicious mischief, normal construction traffic, theft, etc. All such repairs or replacements are to be either handled by the Bid package contractor directly at his cost or covered by insurance.

29. **Damage by another Bid Package Contractor:** If Bid package contractor’s work is damaged by another, the Bid package contractor who caused the damage will be responsible for any repair and/or replacement costs. The work is not to be delayed by disputes regarding cost responsibility. The repair and/or replacement are to be tracked according to the requirements for “Disputed Work.” The burden of proof will be on the Bid package contractor whose work was damaged.

30. **Temporary Site Offices.** Bid package contractor is not entitled to an on-site project office, but may be granted permission by Contractor for limited space at any time during the course of the project. Where granted, Bid package contractor shall be responsible for providing and maintaining on-site trailers/jobsite offices, changing areas for their personnel, including all required utility connections and utility usage costs and material staging areas for Bid package contractor’s work. Locations of the above must be reviewed and approved in writing by Contractor or as otherwise instructed by Contractor. Bid package contractor includes the costs of relocation of his office/changing/storage areas and temporary utilities to allow the work of the following trades to proceed or as otherwise instructed by Contractor.

31. **Bid package contractors Temporary Facilities.** Contractor includes furnishing and maintaining temporary on-site toilet facilities and water. Bid package contractor shall be responsible for debris removal (to a debris box provided at the ground floor by the Contractor), hoisting (hoist & operator will be provided by the Contractor), handling and material/equipment placement for its work. Any and all connection devises, meters, permits, etc., required for the use of City water obtained from fire hydrants shall be applied for, paid for, and arranged for, by this Bid package contractor. Water supplied by Contractor shall be limited to (1 ea) ¾” hose bib on each level. Bid package contractor to provide drinking water for its own workers.

32. **Scaffolding.** Bid package contractor includes all required scaffolding, working platforms, ladders, and other temporary works (including required permits) necessary for completion of his work in accordance with job progress.
33. **Hoisting:** Bid package contractor shall solely be responsible for all hoisting associated with his work. Contractor will provide a personnel/material hoists and operators. During normal working hours, as may be redefined from time to time by Contractor, the hoist will primarily be used for transportation of labor forces and minor material deliveries (small tools, one cart of material, one job box, etc.). At Contractor’s sole discretion, the hoist may be scheduled for major material deliveries during non-working hours if available. Bid package contractor will be required to schedule usage of the hoist for major deliveries with Contractor on a first come first served basis at least 48 hours in advance. Where there are conflicts over scheduling of the hoist, Contractor shall, at its sole discretion, and without penalty, prioritize and schedule usage of the hoist. Contractor shall not be held liable for Bid package contractor’s standby, loss of inefficiency, etc. during hoist maintenance or breakdowns. Failure to either properly schedule deliveries, to have the delivery fail to show up within 15 minutes of the scheduled start time, or fail to complete the delivery within the scheduled delivery duration will result in penalty charges of $500 for the first occurrence and $1,000 for each occurrence thereafter.

Bid package contractor shall be responsible for rigging all loads using a certified rigger. Proof of qualifications will be required. All loads must be safely rigged by this competent person within safe working limits of the lifting equipment, using hooks with safety catches, netting loose loads and attaching tie lines.

34. **Temporary Lighting & Power.** Contractor shall provide main temporary power service and one temporary 120/208V electrical panel per floor, unless specifically revised in your scope of work. Temporary panel shall feed 4 quad GFI receptacles on 20 amp 120V breakers. Bid package contractor is responsible for distribution thereafter as required for its work. Bid package contractor shall provide all extension cords, 50’ maximum, and maintenance thereof for its work. Any power other than 120V receptacles shall be the responsibility of Bid package contractor. Contractor shall not provide power for welding machines. Contractor shall provide general site lighting meeting Cal-OSHA minimum requirements. Bid package contractor shall provide all additional task lighting for its work as required. **The terms of this paragraph shall be enforced unless modified in Exhibit B.1, Specific Scope of Bid Package Contractor’s Work.**

Contractor shall provide general site lighting meeting Cal/OSHA minimum requirements. Bid package contractor shall provide all additional task lighting for its work as required.

Cord Management – Bid package contractor shall keep all electrical cords off the floors during construction. All cords shall be suspended overhead so as not to be an impediment to movement of foot traffic, carts, etc.

35. **Utility Location.** Bid package contractor includes notification of all utilities and other regulatory agencies prior to beginning the work for utility locations and assumes all responsibility for damage to said utilities if they occur as a result of the actions of this bid package contractor, his employees or any subcontractors. Such notifications must be made with sufficient lead times so as not to delay the performance of Bid package contractor’s work in accordance with the project schedule.

36. **Project Logistics Plan.** The contractor shall develop a plan that indicates the proposed layout of the fencing, project offices, hoist and other temporary facilities that are intended for the construction of the project. Contractor reserves right to amend this plan. This plan will be made available to the bid package contractor upon request.

At temporary facilities locations, such as the tie backs for hoist, entry points for hoists, etc., patching, repairs, fill-in and ‘comeback’ as related to the proper completion of this Bid package contractor’s operation shall be completed at the direction of the Contractor and is included as part of this Subcontract.

II. **Safety & Cleanup (Reference Exhibit “J” for safety)**
1. **Bid package contractor’s Site Safety Plan.** Bid package contractor shall submit its project specific safety program to Contractor prior to the start of the work. In addition to the requirements of Cal-OSHA, the project specific program shall provide, for inclusion in the master site safety program the following:
   a) 24 hour emergency contact person, and phone number
   b) (2) Alternate emergency contacts
   c) Listing of site personnel with CPR, First Aid and OSHA 10 hour Training
   d) Contractor’s Incident & Injury Free (IIF) Program
   e) Other as required by the Contractor.
   f) **Written Safe Work method Statements (SWMSs) or Job Safety Analyses (JSAs)** detailing safe systems of work Bid package contractor will adopt for works involving any significant risk. These shall be sent to the Contractor (preferably as part of the Bid package contractor’s Site Specific Safety Plan) well before the Bid package contractor’s work is schedule to start on site. The SWMS/JSAs need to include the project name, bid package contractor name, description of the activity, the name & signature of the person who created the SMWS/JSA, the specific sequence of the job steps, the hazards associated with the job, the associated hazard controls, the name of the competent person responsible for ensuring these controls are in place, tools & equipment to be used, reference to the appropriate standards and all other appropriate specific job details. The SMWS/JSAs should be easily understandable for the Bid package contractors workers.

   At a minimum the SWMS/JSA’s must be provided for:
   a) Demolition works
   b) Ground works – including excavations and piling operations
   c) Elevator installation.
   d) Non-standard lifting operations
   e) Operations likely to endanger the public
   f) Work on or adjacent to live electrical and pressurized systems.
   g) Work in confined spaces and hazardous atmospheres
   h) Work at heights where people or materials may fall more than 6 feet, including frame erection, façade work, roof work & window installation & cleaning.

   One of the control methods in creating SMWS/JSAs shall be “Permits to Work” Reference item 7. below of this exhibit.

2. **Safety Training** that Bid package contractor’s staff will be required to attend is as follows;

   - **Induction training.** Contractor will schedule regular mandatory induction training sessions for ALL operatives working on the job site. Bid package contractor will schedule their workforce and be responsible to ensure that all personnel from their bid package contractor’s of any tier are scheduled, such that they are able to attend the training prior to commencing work and in sufficient time. The orientation will be conducted by a Contractor employee and will cover all aspects of working in the project. This orientation will last approximately **1 hour** beginning at 07:00 AM. All bid package contractors should schedule their employees for this orientation minimum of (24) hours in advance. It is important to schedule the employees as the class has limited room and it will always be first scheduled first in orientation. **It is agreed and understood that no new workers are to enter the project site without reporting in to the Contractor field office and receiving their site orientation training.**

   - **Supervisory Skills Workshop.** Bid package contractor shall require its supervisory personnel and those of any of its bid package contractors including but not limited to site-specific project managers, superintendents and foremen to attend a “Supervisory Skills Workshop” conducted by the Contractor. This training consists of **two (2) separate four (4) hour sessions** and will be conducted by the Contractor.

   - **Contractor’s Safety Passport.** Bid package contractors key superintendents and fore persons shall be required to spend **four (4) hours** studying Contractor’s safety requirements for the Contractor’s safety passport.
• **Safety Lead Team (SLT).** All bid package contractors shall have a representative attend the monthly safety lead team meeting. This representative shall be a principal stakeholder of the most senior level feasible, such as an Owner, Project Executive or the like. The Bid package contractor shall provide alternates to attend the SLT in the absence of a Principal Stakeholder for any given monthly work session. The bid package contractor shall be held accountable for active participation in the SLT efforts. Failure to actively participate shall result in penalties equal to the safety violation fine schedule listed in this Exhibit. The SLT will coordinate safety issues, share best practices, and facilitate communication directed at the leading Incident and Injury Free work. Minutes to the meeting can be processed and distributed as content for weekly toolbox training. These meetings will include site tours. This meeting will last approximately **two and one half (2 ½) hours**.

• **Principal's Council.** At least **quarterly** the bid package contractor's principal shall attend a **two and one half (2 ½) hours** on-site safety meeting while the bid package contractor is performing work on the project, so at least one meeting if the work duration is 3 months. At Contractors option this meeting may coincide with one of the above monthly SLT meetings. Issues to be discussed will be similar to those listed above for the SLT meetings.

3. **Site Safety.** All Bovis Lend Lease mandated safety requirements are to be followed. Bid package contractor acknowledges that it has read and understands all safety requirements set forth in the Contract Documents, including, but not limited to, Article 15 of and the Addendum to the Subcontract.
   a. All standard Bovis Lend Lease safety requirements apply to this Project.
   b. Any trade personnel that do not comply with the safety policies must be removed from the Project.

   If at any time during the course of the Project a safety requirement must be implemented, Bid package contractor is required to comply. Bid package contractor shall not be entitled to any additional costs, expenses, charges, or fees to comply with government agency or Bovis Lend Lease mandated safety requirements.

4. **Weekly Safety Meetings.** Bid package contractor shall hold weekly toolbox safety meetings with its workforce and submit weekly minutes to Contractor’s superintendent along with its daily reports. Bid package contractor shall also attend project wide safety meetings at times and locations determined by Contractor.

5. **Competent Persons.** Bid package contractor’s staff conducting specialist/high risk operations requiring proof of competence (by law or industry practice) must produce Certificates of Competence or training records or other recognized documentation before starting work, e.g. mobile equipment operators, riggers, crane operators, etc.

6. **Hazardous Materials Control.** Bid package contractor, its affiliates and subcontractors shall not permit any Hazardous Substances to be brought onto or stored at or used in the construction of the Work.

7. **High Risk Operations/Permits to Work.** There shall be daily monitoring of all high risk operations to ensure all work is being safely executed. High risk activity permits required to be reviewed are for:
   • Crane erection, climbing and dismantling.
   • Entry into confined spaces,
   • Hot works.
   • Works on or adjacent to energized systems.
   • Works in occupied premises.

   High risk operation Job Safety Analyses (JSAs) are required to be reviewed daily for:
   • Demolition works
   • Ground works – including excavations and piling operations
   • Elevator installation.
   • Non-standard lifting operations
• Operations likely to endanger the public
• Work on or adjacent to live electrical and pressurized systems.
• Work in confined spaces and hazardous atmospheres
• Work at heights where people or materials may fall more than 6 feet, including frame erection, façade work, roof work and window installation and cleaning.

8. **Material Safety Data Sheets (MSDS).** Bid package contractor, its affiliates, sub-bid package contractors and material suppliers shall provide and Bid package contractor shall review and submit to Contractor (and where required, Public Agencies with Jurisdiction) three (3) copies of Material Safety Data Sheets, listing all health or other hazards, for all material, including commonly used construction material, to be incorporated in or used in the prosecution of the Work.

Bid package contractor, its affiliates and subcontractors shall train their employees regarding any and all Hazardous Substances present on the job site. Prior to an employee commencing work at the job site, Bid package contractor shall provide Contractor with Certificates of Hazardous Communication Training (in a form to be provided with the bid package contractors) for all employees working at the job site, certifying that their employees have been trained within the past twelve months regarding any and all Hazardous Substances that may be present on the job site.

9. **Site Visitors.** Bid package contractor shall insure that all its personnel and site visitors wear hard-hats, safety glasses, and all other appropriate safety protection as required by CAL-OSHA, at all times while on the job site. Bid package contractor shall ensure that all visitors check in at Contractor site office. Further, Bid package contractor shall ensure that all visitors who are not covered by its certificate of insurance complete and sign Contractor Project Site Liability Waiver prior to entry onto the site. These waivers shall be available at Contractor site office.

**Visitor Safety Orientation** - All visitors must attend a site safety briefing before they will be allowed on site. This orientation should be set up in advance so that the Contractor team can make arrangements for the orientation. All visitors will be escorted at all times by a Contractor representative or by the bid package contractor who has invited the visitor to the site.

10. **Personal Protective Equipment.** All personnel on site must wear personal protective equipment (PPE) and at a minimum wear:

- **Hard Hat**
  - Hardhats must display the workers name, Bid package contractor’s name and site safety orientation sticker.

- **Safety Boots**
  - Sneakers, tennis shoes, athletic shoes of any type, sandals, high heels or street shoes shall not be work by construction personnel while on the project site.

- **Eye Protection**

- **Other items of personal protective equipment based on risk assessment**
  - High visibility vests and clothing
    - Vests or shirts meeting the requirements ANSI/ISEA 107-2004 class C compliant apparel will be worn in all areas of ground work involving mobile equipment and whenever working on or adjacent to the traveling public on roads of any type.

  - **Hand Protection**
    - Bovis Lend Lease will select and require Bid package contractors to use appropriate hand protection.
    - Examples of trades that are to wear gloves 100% of the time: Structural trades, Exterior cladding trades, MEPS trades, Carpenters, etc.

  - **Clothing**
    - No tank tops, shorts, cut-offs, or ripped or torn clothing allowed on project site.
Polyester or similar material poses a fire/burn hazard and should not be worn where a fire or burn hazard exists.

- Long hair, which can be caught in moving equipment parts, must be restrained.

Safety glasses are to conform to CAL-OSHA standards and must be worn 100% of the time as soon as personnel enter the site. Non-compliance with PPE requirements will result in a warning for the first offense, a $200 fine for the second offense and a $500 fine for any successive offenses. Persistent failure to wear safety glasses will result in removal from the jobsite.

11. Manual Lifting. Risk identification and planning for manual lifting shall be undertaken by the bid package contractor. Where tasks are indentified in which mechanical aids cannot be used and employees must use manual lifting, a program must be implemented by the bid package contractor to reduce the exposure to soft tissue injuries (strains, sprains, pulls, etc.). The program should include a review of specific tasks, a risk control process through safe work (manual lifting) practices, information on proper postures during lifting (bent knees, straight back, etc) and the benefits of pre-task stretching and flex programs.

12. Smoking. No smoking shall be allowed on site unless the Contractor, solely at Contractor option designates a specific smoking area.

13. Stretch & Flex Program. All Bid Contractor employees will be required to attend a mandatory daily stretch and flex program every morning at 7:00 am. The program will be approximately 15 minutes long and consist of general stretching and a safety discussion prior to beginning work.

14. Cleanup. During the progress of the work, Bid package contractor shall daily clean all premises of debris and waste materials resulting from his operations, scope and work. This Bid package contractor shall be responsible for cleanup and removal of all debris to an approved and appropriate dumpsite/debris box at the ground floor selected by the Contractor. Failure to do this will result in a 24-hour notice by Contractor. If debris resulting from this Bid package contractor's work is not removed during this period, Contractor shall clean the area in question and Bid package contractor shall be held responsible for all associated costs. If a dispute arises between Bid package contractor and another bid package contractor as to their responsibility for cleaning up, assessment of the cleanup will be determined solely by Contractor. Upon completion and before final acceptance of the work, any remaining debris and protective coverings and rubbish, left over materials, tools and equipment shall be removed by Bid package contractor from the jobsite.

15. Product name. Removal of all foreign objects and/or debris caused by this Bid package contractor, such as stickers, sealants, installation markings, erection grime, etc., upon completion of installation. No product name, number plates, engravings, watermarks, tattoos or other graphic indications are to be visible in the finished work under this Subcontract.

16. Material & Equipment Storage. Bid package contractor shall not encumber the site with any materials or equipment. Bid package contractor shall remove and or relocate material and equipment as directed by Contractor, at its own expense. Bid package contractor includes proper protection for any on-site stored material, tools, temporary facilities, and equipment.

17. Additional Protection. Unless stated otherwise in the Exhibit B, Contractor shall provide temporary fencing or other barricades required by the conditions of the Work. Removal, replacement and temporary rework of these fences or barricades as required in order to perform this Bid package contractor’s work shall be included in this subcontract. If Bid package contractor fails to replace or repair fences or barricades and leaves work area in an unsafe condition, Contractor shall immediately provide, repair or replace as required, with out notice. Bid package contractor shall reimburse Contractor for associated costs.

18. Fire Watch. Bid package contractor shall take necessary measures and safeguards to protect the work, including but not limited to providing fire watch during and for at least 30 minutes after the use of welding or other such burning techniques or equipment used in the construction of the Work. For all other work, Bid
package contractor shall provide sufficient watchmen as necessary to ensure the safety of the site, general public and the proper protection of the work at all times.

19. Flag/Watch Persons. Bid package contractor will provide flagmen/watch persons, barricades, directional signage, lighting or other items required for the safe access and egress from the jobsite of sub-bid package contractor’s vehicles and for both vehicle and pedestrian control for bid package contractor’s own work during offloading and material distribution. Bid package contractor shall be responsible for maintaining the cleanliness of all access areas and care shall be taken so as not to deposit debris on the surrounding streets.

20. Hoisting. Prior to commencing work at the jobsite, Bid package contractor shall file its annual crane certifications with Contractor. Further, Bid Package Contractor must provide the following documentation for all operators:
   - Drivers License
   - Operators card/license
   - Operators Training/history/experience
   - Training certificates specific to equipment

All persons operating equipment on site must wear a seat belt at all times. Mobile phones will be turned off while Operator is operating equipment. Operators who continue to use their mobile phone while operating equipment and who have been previously warned will be removed from the site.

21. Powered Mobile Equipment. All mobile equipment brought on site must be logged in with Bovis Lend Lease. Upon arrival to the site all equipment will have undergone a safety check by competent persons with documentation provided to Bovis Lend Lease. All equipment entering site must provide, by Bid package contractor, the appropriate manufacturers documentation including operations manual, maintenance requirements and logs, etc.

A copy of the inspection record must remain with the equipment with the equipment at all times while the project is on site. Monthly reviews are to be implemented by the project team to ensure all inspections and maintenance by Bid Package Contractor and that all equipment is in safe operating condition.

22. Safety Enforcement. All Contractor safety requirements are mandatory and will be followed by all site personnel regardless of tier or contractual relationship. Bid package contractor shall not be entitled to any additional costs to comply with any government agency or Contractor safety requirements. Contractor has the authority to write up safety notices to Bid package contractor for non-compliance of actions or conditions; Bid package contractor has the responsibility to observe and correct said conditions or acts in a timely manner. At the sole discretion of Contractor, Contractor will issue citations for continual safety violations. The first citation will result in a five hundred dollar back charge to Bid package contractor’s account. The second citation and subsequent citations will each result in a thousand dollar back charge to Bid package contractor’s account, and/or removal of Bid package contractor’s employee(s) from the site.

III. Other Provisions

1. Regarding Weather Delays - Bid package contractor includes in the contract sum price five (5) rain-day delays above and beyond the project areas normal rainfall average.

2. Resources. Bid package contractor shall provide sufficient resources at all times to maintain progress of the job. A shortage of labor in the industry shall not be accepted as an excuse for not properly manning the job. Bid package contractor shall provide an adequate number of competent supervisors, provide proof of competence for key workers when requested by the Contractor and cooperate with the Contractor in pursuing it’s “Incident & Injury Free” (IIIF) vision.

3. Supervision. Bid package contractor agrees that the supervision, expediting and general foreman services in regards to extra work monitoring are included within the contract amount. No markups for estimating,
project management, general foreman, superintendents or similar type markups will be accepted for any extra work.

4. **RFI's.** Bid package contractor acknowledges that the project will require an above average submission of Requests for Information (RFI's) and that no monetary claims, extensions of time, or personnel costs will be entertained as a result of the anticipated number of RFI's.

5. **Allowances.** Unless otherwise provided in the Contract Documents, allowances shall cover all costs to Bid package contractor. Whenever the actual cost of an allowance item included in the work is more than or less than the allowance, the allowance amount shall be adjusted to the actual cost by change order. Payments for allowance items should be made in accordance with the normal progress payment procedures of the contract. The impact, if any, on Owner’s decisions with respect to the utilization of the allowance items on other aspects of the work on or Bid package contractor's schedule will be effect in accordance with the change order procedures of this contract.

6. **Daily Reports.** Bid package contractor shall submit daily reports that describe manpower, deliveries, incidents, lost time injuries, work performed, etc. on a daily basis to Contractor. Daily job progress reports shall be provided no later than 10:00 A.M. the following day. **Compliance with this and all other requirements of this Subcontract are mandatory and a condition of the progress payment process.**

7. **Meetings.** Bid package contractor shall attend all regularly scheduled meetings as requested by Contractor.

8. **Web Based Management System.** The project will utilize a web based document control system. Bid package contractor is required to use the system; failure by Bid package contractor to use the system will not be considered grounds for additional payment for any extension to the contract durations. Contractor will be using "Prolog Website" for Internet Collaboration.

9. **Contract Document Cost.** Subcontract includes costs of all initial contract documents required for the work and the work of Bid package contractor's consultants or subcontractors.

10. **Days.** All days are defined as calendar days; i.e. 1 week = 7 days = Monday through Sunday unless otherwise defined in the Contract Documents.

11. **Information Management.** Reference attached Schedule of Information Management.

12. **Schedule.** Time is of the essence. This Bid package contractor understands and agrees to provide sufficient manpower and materials, and to coordinate with all other Bid package contractors in order to maintain the schedule. It is understood that the Work has been included to be performed during standard (non-premium) work hours, Monday thru Friday. This Bid package contractor recognizes that his/her Work schedule may need to be altered to work around other job activities as required.

This Bid package contractor will adhere to the schedule of milestone durations as established by Contract. The progress to meet those milestones will be of utmost importance. Missing a milestone date will precipitate issue of a recovery plan by the Bid package contractor acceptable to the Contractor, so as to ensure corrections are made to meet the next milestone date.

In the event a second sequential milestone date is not achieved, the Contractor may, at its sole discretion, issue a prescribed recovery plan to be immediately implemented by the Bid package contractor, until such time as the works achieve their intended status.

Bid package contractor will provide the necessary resources to adhere to the milestone dates and durations of the mutually agreed upon schedule as provided by the Contractor.

Bid package contractor will submit installation schedule broken down by phase.
This Bid package contractor will be responsible for the phasing of his work, including provisions for adequate manpower, as required by the overall project schedule, coordination with preceding or subsequent trades, weather and other field conditions, unless otherwise directed by the Contractor. The effects of improper coordination with other trades on the schedule progress shall not be a cause for delay or loss of productivity claims by this Bid package contractor.

Bid package contractor shall promptly submit to Contractor, for its approval, a schedule in Critical Path Method (“CPM”) format using the precedence network technique and presented in bar line format supported by a CPM logic network and showing the order of precedence in which Bid package contractor proposes to carry out the work; the inter-dependence, relationship, duration and critical path of all tasks to be undertaken in the performance of the work; all float time; all planned manpower loading; and all planned shift-work and overtime (“the Work Schedule”). The Work Schedule shall be developed from and shall be consistent with the Project Schedule, and shall incorporate all milestones shown thereon. In addition, the Work Schedule shall take into account all factors or risks affecting, or which may affect, the performance of the work. Float-time identified within the Work Schedule belongs to Contractor. Accordingly, Contractor may direct that float-time be utilized productively to advance performance of the associated task or event or other work involved in the project without any increase in the price or an extension of time to perform the work, including any milestone. Contractor’s approval of the Work Schedule or any revisions thereto shall not be interpreted as an agreement that the Work or any task or event can be completed within the time allotted or within the time specified in the Subcontract, nor alter or waive Bid package contractor’s obligation to fully complete the work or any part thereof in accordance with the Project Schedule, milestones and within the Subcontract time for completion. If this Contractor fails to provide the required “CPM” schedule in a format consistent with the stated requirements, BLL may at it’s election perform or cause to have the schedule produced at the expense of this Contractor.

13. Warranty: Upon receiving written acceptance by both the Architect as well as the Contractor, the Bid package contractor is to provide a 12-month warranty for this scope of work, unless extended by the contract documents.

In addition to the specific product warranties required under the terms of the Contract Drawings, the Bid package contractor shall, and hereby does, warrant all work for a period of one (1) year following the date of Substantial Completion and shall repair or replace any and all such Work, together with any other Work which may be displaced in so doing, that may prove defective in workmanship and/or materials without expense whatsoever to Owner or Contractor, ordinary ware and tear, unusual abuse or neglect excepted. Nothing herein shall be deemed to exclude or modify warranties, expressed or implied, provided by law, or liabilities of Bid package contractor of any tier, as provided by law or an extended period of warranty provided by any third party. Warranty response shall be provided within twenty-four (24) hours of notification of any defective work which constitutes an emergency situation. Bid package contractor agrees to use its best efforts to respond to all complaints within a twenty-four (24) hour period, however, complaints involving non-emergency situations must otherwise receive response within forty-eight (48) hours.

Spare parts, tools, maintenance manuals, as-built drawings, and all other close-out items required by the Contract Documents shall be submitted in a timely manner so as not to delay the Project close-out process or Owner’s ability to occupy and maintain the exterior of the building. Warranties will start when all of the above have been received, Owner has accepted the system, and all relevant sections of the specifications have been met.

14. Interference / Minor Deviations: Should any interference prevent the installation of equipment or materials at the locations shown on the Contract Drawings, minor deviation there from (as documented by the Owner, Architect or Contractor through the RFI Process) may be permitted. Minor deviations and/or adjustments to installation location, shall be made by the Bid package contractor at no additional cost.
15. **Proposal Qualifications / Exclusions:** Qualifications and exclusions contained in Bid package contractor’s proposal for this work are not accepted or agreed to unless specifically incorporated in this Scope of Work.

16. **Environmental Regulations:** The Bid package contractor shall adhere to all environmental laws and regulations including but not limited to those regulations covering the discharge or disposal of oils and other hazardous fluids. No discharge of hazardous fluids shall be permitted under any circumstances.
EXHIBIT B.1
Big Package 2.1 – Cast-In-Place Concrete / Reinforcement

BID PACKAGE CONTRACTOR’S SPECIFIC SCOPE OF WORK

1.1 SUMMARY

A. This Scope of Work is intended to define, but not limit, the scope of work to be performed by Bid Package Contractor. The Scope of Work shall include all necessary engineering services, submittals, shop drawings, coordination with all other trades, permits, taxes, insurance, labor, materials, equipment, tools, layout (including penetrations, sleeves, block-outs), supervision, scaffolding, shop drawings, trucking, freight, delivery, testing, start-up, commissioning assistance for 3rd party commissioning agent, and all other related services required for the complete performance of the Cast-In-Place Concrete and Reinforcement and related work for this project.

B. The Drawings and Specifications are to be treated by Bid Package Contractor as “scope” documents which indicate the general scope of the project in terms of the architectural design concept, the overall dimensions, the type of structure and other systems. The drawings and specifications do not indicate or describe all items required for the proper completion of the work and are intended to delineate systems, indicate intent, with specific inference that the systems outlined are intended to be fully operational systems totally furnished, supplied with necessary basics and auxiliaries and be fully ready for Owner’s acceptance and use. The following items in this scope of work are not intended to exclude any other items of work required by the Architect, Engineer, MEPF consultants, code consultant, acoustic consultant and/or Contractor or which may be required by local code or good construction practice. At a minimum, the best commercial trade practices will be required throughout the work. The contract documents are issued as reference and are to assist in accurately determining the full scope of the plumbing work. All systems are to be complete and finished in every respect.

C. Bid Package Contractor shall not perform any extra work or expend allowances without written prior notification and approval from Contractor. Bid Package Contractor will not be reimbursed for any extra work performed without such notification and approval from Contractor, prior to performing the work.

D. Summary: The intent of the Contract Documents is that the scope of work for Bid Package 2.1 shall include all work, both necessary and incidental, to construct the Cast-In-Place Concrete and Reinforcement for the City College of San Francisco Ocean Avenue Campus – Joint Use Facility as indicated in the Contract Documents.

E. All work shall be completed in compliance with the Performance Schedule distributed as part of the Bid Documents. The costs of any overtime required to meet this schedule is included in the contract price.

F. Bid Package Contractor, if successful, shall enter into a Subcontract with Bovis Lend Lease, Inc. as provided in Section 00530, without modification.

G. Per the Agreement with the District, all change order overhead is limited to 10% on direct work and 5% profit. All lower tier work is limited to 10% overhead and 5% profit, with a first tier profit of 5% (no additional overhead). Labor costs will be based on current prevailing wages.

H. The District’s Builders Risk policy allows for a $25,000 deductible on all occurrences. If the Bid Package Contractor is found to have contributed to an action that gives rise to a claim against he Owner’s Builder’s Risk policy, requiring the District to seek reimbursement from Bovis Lend Lease the full or pro-rated amount of the deductible cost paid to the District on their behalf.

10/07/08 Exhibit B.1 - 1
I. Bid Package Contractor acknowledges this project’s Project Labor Agreement, along with the requirement for certified payrolls. Any penalty assessed by the District or the State against Bovis Lend Lease for your failure to comply with required payments or recordings will be charged against this contract, including all processing costs and additional penalties.

J. The Joint Use Facility is scheduled to be a LEED Gold facility. Provide all documentation necessary to support recycling content quantities or other sustainable information.

K. The Prime Contract with the District outlines strict durations for notifications and change order pricing requirements. Bid Package Contractor understands these requirements and agrees that failure to respond within the time requirements as detailed or requested by Bovis Lend Lease will void your ability to recover under the terms of the agreement.

1.2 SCOPE OF WORK

A. SCOPE OF WORK - INCLUSIONS

1. Provide all labor, materials, supervision, detailing, engineering, apparatus, tools, equipment, transportation and appurtenances as required to perform the Cast-In-Place Concrete and Reinforcement Work per the Contract Drawings and Specifications (Project Manual). Project Manual Sections Division 0 (Project Requirements) and Division 1 (General Requirements) complete, 02300 (Earthwork for Structures), 02315 (Trenching and Backfilling – as related to the Concrete Work), 03300 (Cast-In-Place Concrete), 03335 (Colored Topping Slabs), 03380 (Integral Concrete Waterproofing), 07260 (Slab-On-Grade Vapor Retarder) and other related sections are specific requirements for this scope of work. See below for specific Inclusions.

2. Provide all reinforcement and concrete work placed and finished including all excavation and associated backfill required for concrete work including footings, grade beams, pilasters, foundations, pits, thickened slab edges, concrete fill on deck, slab depressions, site retaining walls, etc. from building pad established by others. Include all movement, loading, trucking, removal, off haul, and disposal of excavation spoils.

3. Provide all compacted rock base, sand, and vapor barrier beneath slabs on grade and rock base beneath basement concrete topping slab. Include the placement and removal of temporary ramps for access.

4. Provide shop drawings for all concrete reinforcement work. Submit shop drawings and complete submittal package no later than 10 days after notice to proceed given by Bovis Lend Lease.

5. Provide all layout required for the concrete work. Bovis Lend Lease will provide basic building control only.

6. Prepare and maintain the bottoms of footing excavations, which must be deemed acceptable by the Soils Engineer up until concrete work is complete.

7. Complete dewatering as necessary to keep the excavations free of water at all times until concrete is cast.

8. This Bid Package Contractor will receive rough grade at start of work at +/-0.1 feet of elevation shown on civil drawings except at the foundation step from lower foundation to higher foundation slab. At this location, soil will be sloped 2:1 from the lower foundation elevation or as indicated in these bid instructions.

9. Provide temporary power as required for the work performed under this contract.

10. All shop welded rebar is required to be special inspected by Owner’s Testing Agency and Bovis Lend Lease. Include the costs for coordinating these activities.

11. Include the cost of receiving all embeds FOB jobsite at the start of construction and set in place. Continuous coordination with related contractors is mandatory.
12. Coordinate and install all required block-outs, openings (including plumbing drops – coordinate only), and penetrations as specifically related to the concrete work. Provide block-outs in concrete slab and foundations large enough to allow for the installation of columns and torquing of anchor bolts.

13. Coordinate and install all anchor bolts for framing, machines, and equipment at correct elevations.

14. Bid Package Contractor shall be responsible for all removal and replacement of understrength concrete including, but not limited to reinforcing, cast in place and buried items and all costs of re-testing and special inspection.

15. Provide block-outs for floor drains and floor sinks at slabs on grade. Pour around drains and floor sinks after installation of fixtures. See Mechanical, Electrical, Plumbing and Architectural and Civil drawings for locations and quantities.

16. Provide and maintain engineered CAL/OSHA approved impalement protection on all exposed areas created by the work. Exposures include work at grade as well as when work occurs overhead. Maintain protection until exposure no longer exists.

17. Slope and/or shore all excavations in accordance with CAL/OSHA and/or FED/OSHA requirements. Engineer approved shoring as required for the work.

18. Include all excavation required for construction of foundation elements including, but not limited to, grade beams, footings and retaining walls. Backfill all foundation excavations as required by the contract documents. Provide engineered fill if necessary to achieve required compaction.

19. Include two temporary stairs with hand rails/guardrails on the sloped excavation down to the lower mat foundation at locations to be determined with Bovis Lend Lease.

20. Provide drain rock at the base of all foundation walls as shown on the contract documents. Provide weep holes where indicated.

21. Provide all caulking required in concrete surfaces including caulking of control joints and all other related caulking.

22. Provide protection for finished surfaces adjacent to areas where concrete is being placed.

23. Provide all under slab-on-grade construction, including base and vapor retarder.

24. Prior to performing any concrete repair work, obtain the approval of the Architect per the specifications.

25. Coordinate the placement and provide all required housekeeping and equipment pads shown on the contract documents. See MEP and Architectural drawings for quantities and general locations. Include an allowance of $12,000 for additional housekeeping and equipment pad construction beyond those shown on the Contract Documents. This allowance will be used only upon direct authorization of the Bovis Lend Lease (BLL) Superintendent and may be deducted from the base contract amount in its entirety after award at the sole discretion of BLL. Allowance shall be performed on a T&M basis with Time tags signed daily by BLL authorized personnel.

26. Coordinate the placement and provide all required curbs shown on the contract documents. See MEP and Architectural drawings for quantities and general locations. Include an allowance of $15,000 for additional curb construction beyond those shown on the Contract Documents. This allowance will be used only upon direct authorization of the Bovis Lend Lease (BLL) Superintendent and may be deducted from the base contract amount in its entirety after award at the sole discretion of BLL. Allowance shall be performed on a T&M basis with Time tags signed daily by BLL authorized personnel.
27. Refer to Logistics Plan issued as part of the bid documents for designated location of concrete washout. This Bid Package Contractor will provide materials for containment of concrete washout (plastic sheeting, hay bails, etc…) and will remove these materials and all excess concrete prior to demobilization.

28. Structural Steel Bid Package Contractor shall furnish Anchor Bolts for Steel Columns and Braces etc to this Bid Package Contractor for casting in concrete as well as providing of templates as required assisting in setting and aligning the bolts.

29. Structural Steel Bid Package Contractor will survey the Anchor Bolts as cast to verify the location suitable for Steel erection; if necessary, corrections to be by Concrete Bid Package Contractor.

30. Provide high strength, nonshrink grout at column base plates. Grouting beneath base plates is required to be special inspected prior to the final slab over base plates and bolts. Include this work as part of separate mobilization.

31. Provide the following Site Safety Scope:
   
a. Provide full-height vertical debris netting at the perimeter of all slab edges. Cabling to attach netting to will be provided by others.
   
b. Provide full-height vertical debris netting at all interior shafts. Cabling to attach netting to will be provided by others.
   
c. Provide plywood covers for all MEP shafts and ramps at all slab steps and depressions to eliminate tripping hazards.
   
d. Include an allowance of $20,000 for miscellaneous additional safety work. This allowance will be used only upon direct authorization of Bovis Lend Lease Project Superintendent and may be deducted from the base contract amount in its entirety after award at the sole discretion of Bovis Lend Lease. Allowance shall be performed on a T&M basis with Time tags signed daily by Bovis Lend Lease authorized personnel.

32. Ensure that all concrete slab flatness and levelness tolerances adhere to the contract documents (reference specification section 03300 and 03335).

33. Include all reinforcement and concrete fill on metal deck and finish concrete as part of additional mobilizations. Visually inspect metal decking prior to pour. Include all temporary shoring required to support metal decking during and immediately following concrete placement.

34. Include taped down plastic protection on all finish concrete flooring. Include taped down plastic protection and plywood protection mechanically fastened down on all corridor finish concrete flooring.

35. Bid Package Contractor will include a $24,000 allowance in the base bid for miscellaneous additional materials. This allowance will be used only upon direct authorization of Bovis Lend Lease Project Superintendent and may be deducted from the base contract amount in its entirety after award at the sole discretion of Bovis Lend Lease. Allowance shall be performed on a T&M basis with tags signed daily by Bovis Lend Lease authorized personnel.

36. Bid Package Contractor will include a $10,000 allowance in the base bid for miscellaneous additional reinforcing. This allowance will be used only upon direct authorization of Bovis Lend Lease Project Superintendent and may be deducted from the base contract amount in its entirety after award at the sole discretion of Bovis Lend Lease. Allowance shall be performed on a T&M basis with Time tags signed daily by Bovis Lend Lease authorized personnel.

37. Bid Package Contractor will include a $12,000 allowance in the base bid for debris boxes. This allowance will be used only upon direct authorization of Bovis Lend Lease Project Superintendent and may be deducted from the base contract amount in its entirety after award at the sole discretion of Bovis Lend Lease. Allowance shall be performed on a T&M basis with tags signed daily by Bovis Lend Lease authorized personnel.
38. Bid Package Contractor will include an allowance of 300 Journeyman Carpenter man-hours in the base bid for miscellaneous additional labor. This allowance will be used only upon direct authorization of the Bovis Lend Lease (BLL) Superintendent and may be deducted from the base contract amount in its entirety after award at the sole discretion of BLL. Allowance shall be performed on a T&M basis with Time tags signed daily by BLL authorized personnel.

39. Bid Package Contractor will include an allowance of 300 Journeyman Laborer man-hours in the base bid for miscellaneous additional labor. This allowance will be used only upon direct authorization of the Bovis Lend Lease (BLL) Superintendent and may be deducted from the base contract amount in its entirety after award at the sole discretion of BLL. Allowance shall be performed on a T&M basis with Time tags signed daily by BLL authorized personnel.

40. Bid Package Contractor will include an allowance of 120 Journeyman Ironworker man-hours in the base bid for miscellaneous additional labor. This allowance will be used only upon direct authorization of the Bovis Lend Lease (BLL) Superintendent and may be deducted from the base contract amount in its entirety after award at the sole discretion of BLL. Allowance shall be performed on a T&M basis with Time tags signed daily by BLL authorized personnel.

41. Bid Package Contractor shall provide electronic copies of all submittals whenever appropriate. Shop drawings containing a large number of pages or large samples can be submitted in hard copies but all others should be emailed to Bovis Lend Lease.

B. CLARIFICATIONS

1. Provide adequate detailing time to allow for the development and approval of shop drawings, along with minor coordination adjustments to ensure an accurate fit out.

2. All work shall be in compliance with the Project Labor Agreement.

3. Bid Package Contractor acknowledges that he has reviewed all Bid Alternates and provides a quotation of each Alternate affecting his Work. Bid Package Contractor further acknowledges that not providing a quotation for Bid Alternate is the same as a quotation of "no Change" for incorporation of the Bid Alternate if the District accepts it.

4. Bid Package Contractor acknowledges that he has reviewed the Preliminary Construction Schedule and has included in his bid all necessary material, expediting costs, and overtime or shift work required to meet that schedule.

5. Provide all sales taxes and use fees as needed to perform your work. Include all trade specific permit fees as applicable.

6. Provide daily reports for manpower, weather, work completed and upcoming work scheduled. Submit reports to Bovis Lend Lease daily. Bid Package Contractor understands that progress payments are contingent to timely compliance with delivery of daily reports and as-built updates.

7. Per the Owner’s Requirements, the delivery of large equipment and materials must be scheduled before 7:00am, after 5:00pm. Provide Bovis Lend Lease team with 48 hours written notice before any large deliveries. This does not apply to steel deliveries. HOWEVER, Bid Package Contractor is cognizant of the pedestrian and vehicular traffic issues surrounding the Campus and may choose to take advantage of the above window to facilitate deliveries.

8. Provide for all temporary closures, lighting, barricades, signaling, enclosures, signage, storage, or other support systems necessary to transport and install your work.
9. Facilitate all shop and field testing as indicated to be performed by others. Make inspection requests in adequate time as to not delay the project.

10. Bid Package Contractor shall clean up their work debris and materials, along with trash and dirt generated by your field crews, on a daily basis, or as needed to keep the work area safe and presentable.

11. Any construction debris generated by the work shall be processed in accordance with Specification Section 01565 LEED Waste Site Management Program.

12. Bid Package Contractor is familiar with the project site and surrounding area and has included any costs that may be required for offsite parking and transportation if on-site parking becomes unavailable.

13. Provide all storage containers or other security storage as required. Coordinate locations with the Project Superintendent.

14. Bid Package Contractor will cooperate fully with the Project’s SWPP. At a minimum, Bid Package Contractor will ensure that all trucks leaving the project site do not track mud or dirt onto adjacent streets. Bid Package Contractor agrees to an immediate street cleaning upon each occurrence.

15. Bid Package Contractor to provide its own drinking water.

16. Bid Package Contractor shall keep the work area clear of obstruction created by the storage or stockpiling of materials and free from the accumulation of debris generated by its work.

17. Bid Package Contractor to coordinate with and obtain approval from Bovis Lend Lease for removal and/or relocation of temporary fencing if additional access is required for own work. Costs for such additional work to be provided by Bid Package Contractor.

18. Bid Package Contractor shall be responsible for restoration of exiting roads, sidewalks, curbs, and other existing structures and surfaces damaged by their operations to an acceptable condition.

19. Bid Package Contractor shall provide coring, cutting and patching for own work, including removal and patching of fireproofing as required for the installation of their work.

C. EXCLUSIONS

1. Basement wall waterproofing

2. Metal decking

3. Gauge metal pour stops at metal decking edge shown on contract documents

4. Shear studs applied through metal decking
In this Exhibit C, the phrase "Contractor" refers to the Contractor named on page 1 of the Subcontract.

Subcontractor shall provide insurance as follows:

1. **Workers Compensation and Employers Liability**
   a. Statutory Workers Compensation (including occupational disease) in accordance with the laws of the state in which the work is performed, including the Other States Endorsement.
   b. Employers Liability Insurance with $500,000 in limits for each of the following exposures: bodily injury by accident (each accident); bodily injury by disease (policy limit), bodily injury by disease (each employee).
   c. Waiver of Subrogation in favor of all parties referenced in 2f below.

2. **Commercial General Liability ("CGL")** with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least $5,000,000 per occurrence and aggregate. The general aggregate limit shall apply on a per project basis. The limit may be provided through a combination of primary and umbrella/excess liability policies.

   The terms and conditions of coverage shall be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent, and shall encompass at least the following.

   a. X, C and U hazards, where applicable;
   b. Independent Contractors;
   c. Blanket Written Contractual Liability covering all Indemnity Agreements, including Subcontract, Article 12 "Indemnity";
   d. Products Liability and Completed Operations, with the provision that coverage shall extend for a period of at least twelve (12) months from Project completion or for any longer period if required elsewhere in the Contract Documents (such longer period shall take precedence);
   e. CGL coverage written on an occurrence form;
   f. Endorsement naming City College of San Francisco, Bovis Lend Lease, Inc. and Bovis Lend Lease, Inc.'s parent and affiliates (to the extent applicable), and any other entity as required in the Owner/Contractor Agreement as Additional Insureds. ISO Form CG 2010 1185 or its equivalent shall be used to provide this coverage. The use of both ISO forms 2033 1001 and 2037 1001 together will be considered as an equivalent.
   g. Waiver of Subrogation in favor of all Additional Insureds.
   h. Policy to be primary as respects the coverage afforded the Additional Insureds.

3. **Commercial Automobile Liability** (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least $1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies. Parties referenced in 2f above shall be covered as Additional Insureds.

4. Umbrella and/or excess liability policies may be used to comply with CGL, Auto Liability and Employers Liability limits shown above.

5. A Certificate of Insurance indicating coverages applicable to the Project and providing for thirty (30) days written notice prior to cancellation, non-renewal or material modification in any policy must be submitted, approved, and available to Bovis Lend Lease, Inc. prior to commencement of work. Submit certificate to:

   Bovis Lend Lease, Inc.
   71 Stevenson Street, Suite 800
   San Francisco, CA 94105

   Attn: Tim Dean
A Certificate of Insurance, when submitted to the Contractor, constitutes a warranty by Subcontractor that:

a. The general aggregate limit applies on a per project basis.

b. Blanket Contractual Liability under the Commercial General Liability Policy has been endorsed to cover the Indemnitees specified in Article 12 of the Subcontract between the Contractor and the Subcontractor.

c. The Commercial General Liability Policy names as Additional Insureds City College of San Francisco, Bovis Lend Lease, Inc. and Bovis Lend Lease, Inc.'s parent and affiliates (to the extent applicable) and any other entity as required in the Owner/Contractor Agreement. ISO Form CG 2010 1185 or its equivalent shall be used to provide this coverage. The use of both ISO forms 2033 1001 and 2037 1001 together will be considered as an equivalent.

d. With respect to the Excess Liability Insurance, the following policies are scheduled as primary:
   - Commercial General Liability
   - Automobile Liability
   - Employers Liability

e. The insurance policies for all Subcontractor’s insurance shall include a waiver of subrogation as follows:
   "It is agreed that in no event shall these insurance companies have any right of recovery against City College of San Francisco, and Bovis Lend Lease, Inc., or any other additional insured as required in the Owner/Contractor Agreement."

f. The insurance policies shown are endorsed to be primary as respects any other insurance available to any Additional Insured.

The reverse side of the certificate must list each of the above Items "a" through "f", and the following statement must precede the listing: "This certificate warrants that:"

6. All insurance carriers must: (i) be licensed in the State where the Project is located; and (ii) be rated at least A in Best’s.

7. The Subcontractor shall secure, pay for, and maintain Property Insurance necessary for protection against loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools, equipment, staging, towers, and forms owned, borrowed or rented by the Subcontractor. The requirement to secure and maintain such insurance is solely for the benefit of the Subcontractor. Failure of the Subcontractor to secure such insurance or to maintain adequate levels of coverage shall not obligate City College of San Francisco, Bovis Lend Lease, Inc. or their agents and employees or any other additional insured as required in Owner/Contractor Agreement for any losses, and City College of San Francisco, Bovis Lend Lease, Inc. and their agents and employees and any other additional insured as required in Owner/Contractor Agreement shall have no such liability. The property insurance shall include a Waiver of Subrogation in favor of all parties required to be named as additional insureds under the Contract Documents.

8. Should the Subcontractor engage a subcontractor, the same conditions applicable to the Subcontractor under these Insurance Requirements shall apply to each subcontractor.
A. UNIT PRICES

The following items shall be performed, furnished and installed by Subcontractor in accordance with the Subcontract Documents, complete in every respect, as additional work, or deleted from the work, in accordance with the Unit Prices/Labor Rates listed below, upon the written direction of Contractor. Such Unit Prices/Labor Rates include all necessary labor, off-site parking, materials, accessories, equipment, hardware, fasteners, tools, layout, engineering, supervision, hoisting, scaffolding, shop drawings, packaging, trucking, freight, delivery, cleanup, inefficiencies, permits, insurance, escalation, overhead, profit, taxes and all other services and charges attributable to such work, and shall be based upon all work complete, in accordance with the Subcontract Documents. Such Unit Prices/Labor Rates shall be added to or, in the case of deletions, deducted from Subcontractor’s compensation under this Subcontract, and shall apply to all such additions to or deletions from the work for which Contractor has so directed Subcontractor.

No such additions to or deletions from the work shall be authorized except upon prior written direction of Contractor. In the event any items of work so authorized as additions to the work are later determined to have been included within the work to be performed under this Subcontract for the original Subcontract price, such work shall be performed by Subcontractor, but there shall be no addition to the Subcontract price therefore and the Unit Prices/Labor Rates listed below shall not apply thereto. Time is of the essence.

Unit Prices and Labor Rates are applicable for the duration of this Subcontract. Premium time portion shall be computed as the difference between “Straight Time” and “Time & Half” or “Double Time”.

<table>
<thead>
<tr>
<th>Type Description</th>
<th>Price</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
B. LABOR RATES

Upon award of Subcontract and as a prerequisite for extra billings, provide labor rates inclusive of all Cost for Home Office and Field Supervision, fringes, directs, overhead and profit, taxes and insurance. Provide rates for all trades associated with the work on the hourly rate breakdown form (sample below) for each trade classification employed by this Subcontractor.

HOURLY LABOR RATE BREAKDOWN

Subcontractor _____________________________________________
Address _________________________________________________
________________________________________________________
________________________________________________________
Telephone ____________________________
Prepared By ______________________________________
Trade Classification ________________
Local Union No. _______________________
Effective Date From __November 1, 2008________To________June 30, 2011____

These rates include costs of equipment such as trucks, tar kettles etc.

<table>
<thead>
<tr>
<th>Item</th>
<th>(%)</th>
<th>($)(a)</th>
<th>($)(b)</th>
<th>($)(c)</th>
<th>($)(d)</th>
<th>($)(e)</th>
<th>($)(f)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Base Rate</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2) F.I.C.A.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3) Federal Unemployment Tax</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4) State Unemployment Tax</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5) Welfare Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6) Pension Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7) Vacation Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8) Annuity Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9) Association Dues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10) Paid Holiday</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11) Workmen's Compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12) General Liability Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13) Other – (Max 10% of Base Rate)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBTOTAL – LABOR DIRECT COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14) Overhead &amp; Profit</td>
<td>15%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15) Consumables/expendables</td>
<td>3%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL HOURLY COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Hourly Rate Breakdown Item Descriptions

1) **Base Rate:** This amount will represent the hourly straight time, overtime and premium time not including any fringes, bonuses or other compensation.
   For Union Employees:
   Documentation from union local justifying hourly rate is required by trade classification.
   For Non-Union Employees:
   Documentation from a source capable of being audited, of hourly rate for each trade classification.

2) **FICA:** This amount will be the current Federal percentage multiplied by the base rate only. Documentation of the rate from a source capable of being audited.

3) **Federal Unemployment Tax:** This amount will be the current Federal percentage multiplied by the base rate only. Documentation from a source capable of being audited.

4) **State Unemployment Tax:** This amount will be the current State assigned percentage multiplied by the base rate only. Documentation from a source capable of being audited.

5) **Welfare Fund:** Documentation from the union local or a source capable of being audited for this related fringe must be submitted for each trade classification.

6) **Pension Fund:** Documentation from the union local or a source capable of being audited for this related fringe must be submitted for each trade classification.

7) **Vacation Fund:** Documentation from the union local or a source capable of being audited for this related fringe must be submitted for each trade classification.

8) **Annuity Fund:** Documentation from the union local or a source capable of being audited for this related fringe must be submitted for each trade classification.

9) **Association Dues:** Documentation from the union local or a source capable of being audited for this related fringe must be submitted for each trade classification.

10) **Paid Holidays:** Documentation from the union local or a source capable of being audited for this related fringe must be submitted for each trade classification.
11) **Workers Compensation:** This amount will represent the Subcontractor's insurance cost payable hourly on each of their employees for the Worker's Compensation Insurance. The amount filled in under the straight time column and the overtime column should be the same amount. This insurance is paid based on hours worked. Documentation from Subcontractor's insurance company is required.

12) **General Liability:** This amount will represent the Subcontractor's insurance cost for General Liability Insurance. Documentation of actual costs from Subcontractor's insurance company is required.

13) **Other:** This line item is for reimbursement of other costs of onsite labor such as parking. Documentation of actual costs must be provided.

14) **Overhead and Profit:** 15% applied to labor direct cost subtotal

15) **Consumables / Expendables:** 3% applied to labor direct cost subtotal

**Column "a" Percentages**

The percentage column is the multiplier used to calculate items 2 through 14 (described above herein). This figure can be a percentage or the dollar amount per hour of the base rate.

**Column "b" Straight Time**

The rate amount in dollars per hour that the Subcontractor can charge for extra work during regular working hours.

**Column "c" Overtime (time and a half only)**

The rate amount in dollars per hour that the Subcontractor can charge for extra work that is done during non-working hours.

**Column "d" Premium Cost (for time and a half overtime only)**

Premium time is a function of the overtime rate (1 1/2) less the straight time rate. This amount represents the cost a Subcontractor can charge for each man hour worked to perform contract work during non-working hours.

**Column "e" Overtime (double time)**

The rate amount in dollars per hour that the Subcontractor can charge for extra work that is done during non-working hours.

**Column "f" Premium Cost (for double time)**

Premium time is a function of the overtime rate (2x) less the straight time rate. This amount represents the cost a Subcontractor can charge for each man hour worked to perform contract work during non-working hours.
C. MARK-UPS

Contractor markups for time and material work will be limited to the following:

1. Materials and Equipment: 15% applied to the costs of Materials & Equipment – back up invoices must be provided (no costs for small tools, consumables/expendables, company trucks, etc… will be reimbursed – these are covered by markup)
2. Combined Overhead and Profit on Labor: 15% applied to labor direct cost subtotal
3. Third-party equipment rentals: maximum 5% markup allowed
4. Work performed by Subcontractors: 5% markup applied to Subcontractor cost
5. Notwithstanding the above mentioned markups, maximum aggregate mark-up for overhead and profit for all Contractor/Subcontractor tiers (including Overhead and Profit on Labor and Materials and Equipment) 20%
6. Consumables/expendables: 3% applied to labor direct cost subtotal.
7. Subcontractors for all tiers shall abide by the same mark-ups for overhead and profit on labor materials and third party rentals as are listed for the Contractor.

NO OTHER ADD-ONS WILL BE ACCEPTED.
The following items shall be performed, furnished and installed by Subcontractor in accordance with the Contract Documents, complete in every respect, as additions to the work or deletions from the work, upon written direction of Contractor, regardless of whether such changes constitute a change in the scope of the work to be performed by Subcontractor under this Subcontract. The amounts listed below opposite such items shall be Subcontractor’s entire compensation for such items of work, or in the case of deletions, shall be deducted from Subcontractor’s compensation for the work to be performed under this Subcontract. Such amounts include the price of supervision, labor, materials, delivery charges, applicable taxes, hoisting, bond, insurance, overhead and profit, all preparatory and other activities of Subcontractor necessary to coordinate and make such items compatible with the other work of Subcontractor and of other subcontractors and all other services and charges attributable to such work, and shall be based on all work complete in place in accordance with the Contract Documents.

No such additions or deletions from the work shall be authorized except upon prior written direction of Contractor. Time is of the essence.

Alternate #1

ADD/DEDUCT $________________________

Alternate #2

ADD/DEDUCT $________________________

Alternate #3

ADD/DEDUCT $________________________
Exhibit F — Bonding Requirements
Bovis Lend Lease, Inc.
CCSF Joint Use Facility
Balboa Reservoir Development
62981100
Bid Bond Requirements

All bonds are to be prepared in DUPLICATE.

All Bidders shall provide the following:
- Bid Bond for Ten Percent (10%) of the amount Bid, submitted on the attached Bid Bond form
- All SIGNATURES and SEALS must be in place

Bid Bonds must be accompanied by the following:
- Valid Power of Attorney with sufficient limits for the full contract amount
- Corporate and Surety Acknowledgment completed and notarized
- Current Financial Statement of the issuing Surety company

—IMPORTANT—
Bid Bonds will be obtained from Surety companies with a Best's rating of "A" (Excellent) or better. In addition, the Surety shall have a Best's Financial Size Category equivalent to at least Class VIII. However, if the proposed bid exceeds $1,000,000, then a higher Financial Size Category may be required.

Bid Bonds must be provided in a separate envelope marked as follows:

"Bid Bond for (Subcontractor name) provided in conjunction with bid for project number 62981100."

Any bid not accompanied by an acceptable Bid Bond may be rejected.
Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

That ________________________________________________ as Principal and ________________________________________________ as Surety are held firmly bound unto Bovis Lend Lease, Inc. as Obligee in the sum of TEN PERCENT OF THE AMOUNT BID U.S. DOLLARS (10% of the amount Bid) for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

62981100
CCSF Joint Use Facility
Balboa Reservoir Development
50 Phelan Avenue
San Francisco, CA 94112

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise, to remain in full force and effect.

Signed, sealed and dated ________________________________________________

__________________________________
(Principal) By: ___________________________
(Title)

__________________________________
(Witness)

__________________________________
(Surety) *

__________________________________
(Witness) (Attorney-in-Fact)

__________________________________
(SEAL)

*Attach Power-Of-Attorney
Exhibit F — Bonding Requirements
Bovis Lend Lease, Inc.
CCSF Joint Use Facility
Balboa Reservoir Development
62981100
Performance and Payment Bond Requirements

All bonds are to be prepared in DUPLICATE.

Subcontractor shall provide the following:
- Performance Bond and a Labor and Material Payment Bond, written in the full contract amount
- All SIGNATURES and SEALS must be in place

Bonds must be accompanied by the following:
- Valid Power of Attorney with sufficient limits for the full Contract Amount
- Corporate and Surety Acknowledgment completed and notarized
- Current Financial Statement of the issuing Surety company

—IMPORTANT—

Attached are the required Bond formats.

Surety Bonds will be obtained from Surety companies with a Best's rating of "A" (Excellent) or better. In addition, the Surety shall have a Best's Financial Size Category equivalent to at least Class VIII. If the Performance Bond is issued in an amount exceeding $1,000,000, then a higher Financial Size Category may be required.

If the Subcontractor fails to obtain the Surety Bonds in accordance with the above, the Contractor reserves the right to grant an exception to these requirements or to reject the Surety Bonds based on inadequate financial protection.

When completed, please forward all bonds to:

Bovis Lend Lease, Inc.
71 Stevenson Street, Suite 800
San Francisco, CA 94105

Attn: Tim Dean
Performance Bond

Bond No. ___________________________________ Premium Amount $ _______________________________

KNOW ALL MEN BY THESE PRESENTS,

That we, ___________________________________,

(Full Name and Address of Subcontractor)

(hereinafter called the Principal), as Principal, and 

(Full Name and Address of Surety)

(hereinafter called the Surety), as Surety, are held and firmly bound unto:

Bovis' Name: Bovis Lend Lease, Inc.

Bovis' Address: 

71 Stevenson Street, Suite 800 
San Francisco, CA 94105

(hereinafter called the Obligee)

in the sum of _______________________________ U.S. Dollars ($ ___________), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Contract dated ___________________________, (Month, Day) (Year)

with Bovis Lend Lease, Inc. for:

62981100 
CCSF Joint Use Facility 
Balboa Reservoir Development 
50 Phelan Avenue 
San Francisco, CA 94112

which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and faithfully perform said Contract, within the time provided therein and any extension thereof that may be granted by the Obligee, and during the life of any guaranty required under said Contract, and shall also promptly and faithfully perform any and all authorized modifications of said Contract that may hereafter be made, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety agrees that no change, extension of time, alteration, addition, omission or other modification of the Contract Documents, as specified in the Contract, shall in any way affect its obligations under this Bond, and the Surety hereby waives notice of any such changes, extensions of time, alterations, additions, omissions or other modifications.

Whenever Principal shall be, and declared by Obligee, to be in default, in breach, and/or to have failed to perform in any manner under the Contract, the Obligee having performed its obligations thereunder, the Surety shall promptly remedy the default by one of the following:

1. Complete the Contract in accordance with its terms and conditions.

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, 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 price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, and pursuant to the Contract, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to the Principal.
3. Pay to Obligee the full amount of the penal sum above stated.

For projects located in the State of Connecticut, Surety is liable for and is obliged to pay any interest, costs, penalties or attorneys' fees imposed upon the Principal under any provisions of Connecticut Public Act 99-153, entitled "An Act Concerning Fairness in Financing in the Construction Industry."

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators, successors or assigns of the Obligee.

Principal and Surety shall not be liable to the Obligee unless the Obligee has performed its obligations to the Principal in accordance with the terms of said Contract.

Sealed with our seals and dated this ________ day of ________, ________, 20____.

__________________________________________________________
(Principal)

By: ____________________________
(Title)

SEAL

__________________________________________________________
(Surety)

__________________________________________________________
(Attorney-in-Fact)

SEAL

*Attach Power-Of-Attorney
Labor and Material Payment Bond

Bond No.  

KNOW ALL MEN BY THESE PRESENTS,
That we, 

(Full Name and Address of Subcontractor)

(hereinafter called the Principal), as Principal, and 

(Full Name and Address of Surety)

(a corporation duly organized under the laws of the state of )

(hereinafter called the Surety), as Surety, are held and firmly bound unto:

Bovis’ Name: Bovis Lend Lease, Inc.
Bovis’ Address:
71 Stevenson Street, Suite 800
San Francisco, CA 94105

(hereinafter called the Obligee)

in the sum of $ , for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Contract dated (Month, Day) (Year)

with Bovis Lend Lease, Inc. for:

62981100
CCSF Joint Use Facility
Balboa Reservoir Development
50 Phelan Avenue
San Francisco, CA 94112

which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all claimants as hereafter defined, for all (1) labor and material used or reasonably required for use in the performance of the Contract, (2) pension, welfare, vacation and any other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work, and (3) federal, state and local taxes and contributions required to be withheld or paid with respect to the employment of persons upon said work that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or a subcontractor of the Principal, for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any cost or expenses of any suit.

3. No suit or action shall be commenced hereunder by any claimant:
   a. After the expiration of the minimum period of limitation permitted by any law controlling the construction hereof.
   b. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

The Surety agrees that no change, extension of time, alteration, addition, omission or other modification of the Contract Documents, as specified in the Contract, shall in any way affect its obligations under this Bond, and the Surety hereby waives notice of any such changes, extensions of time, alterations, additions, omissions or other modifications.
For projects located in the State of Connecticut, Surety is liable for and is obliged to pay any interest, costs, penalties or attorneys' fees imposed upon the Principal under any provisions of Connecticut Public Act 99-153, entitled "An Act Concerning Fairness in Financing in the Construction Industry."

Principal and Surety shall not be liable to the Obligee unless the Obligee has performed its obligations to the Principal in accordance with the terms of said Contract.

Sealed with our seals and dated this __________________________ day of ______________________, ____________________

(Day) (Month) (Year)

______________________________
(Principal)

______________________________ (Attested by)

______________________________
(Surety)

______________________________ (Attested by)

______________________________ (Attorney-in-Fact) SEAL

*Attach Power-Of-Attorney
CCSF Joint Use Facility

Exhibit G
Performance Schedule
10/16/08
<table>
<thead>
<tr>
<th>Activity Name</th>
<th>Orig</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCSF - Joint Use Facility - Draft 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobilization Steel</td>
<td>10</td>
<td>23-Feb-09</td>
<td>06-Mar-09</td>
</tr>
<tr>
<td>Pad Development (Sitelwork Project)</td>
<td>33</td>
<td>01-Oct-08</td>
<td>14-Nov-08</td>
</tr>
<tr>
<td>Shop Drawings and Approvals Steel</td>
<td>40</td>
<td>02-Sep-08 A</td>
<td>11-Dec-08</td>
</tr>
<tr>
<td>Fab and Deliver Steel</td>
<td>56</td>
<td>13-Dec-08</td>
<td>06-Mar-09</td>
</tr>
<tr>
<td>Weather Contingency at Foundation</td>
<td>10</td>
<td>23-Feb-09</td>
<td>06-Mar-09</td>
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<tr>
<td>Project Overview</td>
<td>431</td>
<td>14-Nov-08</td>
<td>06-Aug-10</td>
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<tr>
<td>Start Sitework</td>
<td>0</td>
<td>01-Dec-08*</td>
<td></td>
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<tr>
<td>Final Completion</td>
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<td>06-Aug-10</td>
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<tr>
<td>Building Layout Complete</td>
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<td>14-Nov-08</td>
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<tr>
<td>Structure Erection Complete</td>
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<td>13-Jul-09</td>
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</tr>
<tr>
<td>Top out of Structure Complete</td>
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<td>18-Aug-08</td>
<td></td>
</tr>
<tr>
<td>Building Closed In</td>
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<td>19-Nov-09</td>
<td></td>
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<tr>
<td>Substantial Completion</td>
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<td>11-May-10</td>
<td></td>
</tr>
<tr>
<td>Excavation / Sitework</td>
<td>56</td>
<td>01-Dec-08</td>
<td>20-Feb-09</td>
</tr>
<tr>
<td>North</td>
<td>54</td>
<td>01-Dec-08</td>
<td>18-Feb-09</td>
</tr>
<tr>
<td>Rock, Vapor Barrier, and Place Mud Slab - Basement</td>
<td>21</td>
<td>01-Dec-08</td>
<td>03-Dec-08</td>
</tr>
<tr>
<td>Reinforcing at Mat - Basement</td>
<td>3</td>
<td>05-Dec-08</td>
<td>09-Dec-08</td>
</tr>
<tr>
<td>Set Dowels, and Anchor Bolts - Basement</td>
<td>10</td>
<td>10-Dec-08</td>
<td>23-Dec-08</td>
</tr>
<tr>
<td>Place and Finish Mat - Basement</td>
<td>2</td>
<td>29-Dec-08</td>
<td>30-Dec-08</td>
</tr>
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<td>Underslab Electrical - Basement</td>
<td>4</td>
<td>01-Dec-08</td>
<td>04-Dec-08</td>
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<tr>
<td>Underslab Plumbing - Basement</td>
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<td>04-Dec-08</td>
</tr>
<tr>
<td>Drill Shaft Elevator 1 - Basement</td>
<td>2</td>
<td>01-Dec-08</td>
<td>02-Dec-08</td>
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<td>18-Feb-09</td>
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<td>Form Basement Wall at Step</td>
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<td>08-Jan-09</td>
<td>21-Jan-09</td>
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<td>Rehab Basement Wall at Step</td>
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<td>13-Jan-09</td>
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<td>18-Feb-09</td>
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<td>Sleeves, Blockouts - Perimeter Wall</td>
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<td>22-Jan-09</td>
<td>26-Jan-09</td>
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<td>Close Up and Place Basement Wall at Step</td>
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<td>13-Jan-09</td>
<td>14-Jan-09</td>
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<td>Rehab Perimeter Walls - North</td>
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<td>04-Feb-09</td>
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<td>South</td>
<td>54</td>
<td>03-Dec-08</td>
<td>20-Feb-09</td>
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<tr>
<td>Rock, Vapor Barrier, and Place Mud Slab - South</td>
<td>4</td>
<td>22-Jan-09</td>
<td>27-Jan-09</td>
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<td>Reinforcing at Mat - South</td>
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<td>15-Feb-09</td>
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<td>Set Anchor Bolts - South</td>
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<tr>
<td>Place and Finish Mat - South</td>
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<td>Rockfill / Site Preparation</td>
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<td>Install Weatherization Rock @ Site</td>
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<tr>
<td>Erect / Weld Skylight Structural Steel</td>
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<td>29-Jun-09</td>
<td>13-Jul-09</td>
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<td>Structural Steel Erection</td>
<td>221</td>
<td>09-Mar-09</td>
<td>25-Jan-10</td>
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</tbody>
</table>
### Quadrant 1
- **Remove Man Hoist at Quadrant 1**
  - **Activity:** Erect Structural Steel - Q1
  - **Start:** 09-Mar-09
  - **Finish:** 25-Jan-09
- **Install Steel Decking - Q1**
  - **Activity:** Install Steel Decking - Q1
  - **Start:** 09-Mar-09
  - **Finish:** 03-Apr-09
- **Install Man Hoist at Quadrant 1**
  - **Activity:** Install Man Hoist at Quadrant 1
  - **Start:** 16-Mar-09
  - **Finish:** 01-May-09
- **Plumb, Align and Weld - Q1**
  - **Activity:** Plumb, Align and Weld - Q1
  - **Start:** 06-Apr-09
  - **Finish:** 24-Apr-09

### Quadrant 2
- **Set Metal Decking, Studs, Edge Forms Level 1 - North**
  - **Activity:** Set Metal Decking, Studs, Edge Forms Level 1 - North
  - **Start:** 27-Apr-09
  - **Finish:** 15-May-09
- **Plumb, Align and Weld - Q2**
  - **Activity:** Plumb, Align and Weld - Q2
  - **Start:** 27-Apr-09
  - **Finish:** 15-May-09
- **Erect Structural Steel - Q2**
  - **Activity:** Erect Structural Steel - Q2
  - **Start:** 06-Apr-09
  - **Finish:** 24-Apr-09
- **Install Steel Decking - Q2**
  - **Activity:** Install Steel Decking - Q2
  - **Start:** 16-Apr-09
  - **Finish:** 26-May-09

### Steel Deck Installation
- **Set Metal Decking, Studs, Edge Forms Level 1 - North**
  - **Activity:** Set Metal Decking, Studs, Edge Forms Level 1 - North
  - **Start:** 27-May-09
  - **Finish:** 29-May-09
- **Set Metal Decking, Studs, Edge Forms Level 2 - North**
  - **Activity:** Set Metal Decking, Studs, Edge Forms Level 2 - North
  - **Start:** 01-Jun-09
  - **Finish:** 03-Jun-09
- **Set Metal Decking, Studs, Edge Forms Level 3 - North**
  - **Activity:** Set Metal Decking, Studs, Edge Forms Level 3 - North
  - **Start:** 04-Jun-09
  - **Finish:** 08-Jun-09
- **Set Metal Decking, Studs, Edge Forms Roof - North**
  - **Activity:** Set Metal Decking, Studs, Edge Forms Roof - North
  - **Start:** 09-Jun-09
  - **Finish:** 11-Jun-09

### Concrete Deck Installation
- **Concrete Decking Mesh Level 1 - North**
  - **Activity:** Concrete Decking Mesh Level 1 - North
  - **Start:** 04-Jun-09
  - **Finish:** 09-Jun-09
- **Concrete Decking Mesh Level 2 - North**
  - **Activity:** Concrete Decking Mesh Level 2 - North
  - **Start:** 10-Jun-09
  - **Finish:** 15-Jun-09
- **Concrete Decking Mesh Level 3 - North**
  - **Activity:** Concrete Decking Mesh Level 3 - North
  - **Start:** 16-Jun-09
  - **Finish:** 19-Jun-09
- **Concrete Decking Mesh Roof - North**
  - **Activity:** Concrete Decking Mesh Roof - North
  - **Start:** 22-Jun-09
  - **Finish:** 25-Jun-09
- **Place and Finish Level 1 - North**
  - **Activity:** Place and Finish Level 1 - North
  - **Start:** 10-Jun-09
  - **Finish:** 15-Jun-09
- **Place and Finish Level 2 - North**
  - **Activity:** Place and Finish Level 2 - North
  - **Start:** 16-Jun-09
  - **Finish:** 19-Jun-09
- **Place and Finish Level 3 - North**
  - **Activity:** Place and Finish Level 3 - North
  - **Start:** 22-Jun-09
  - **Finish:** 25-Jun-09
- **Place and Finish Roof - North**
  - **Activity:** Place and Finish Roof - North
  - **Start:** 26-Jun-09
  - **Finish:** 26-Jun-09

### Mechanical Blockouts
- **Mechanical Blockouts & Hangers Level 1 - North**
  - **Activity:** Mechanical Blockouts & Hangers Level 1 - North
  - **Start:** 04-Jun-09
  - **Finish:** 09-Jun-09
- **Mechanical Blockouts & Hangers Level 2 - North**
  - **Activity:** Mechanical Blockouts & Hangers Level 2 - North
  - **Start:** 10-Jun-09
  - **Finish:** 15-Jun-09
- **Mechanical Blockouts & Hangers Level 3 - North**
  - **Activity:** Mechanical Blockouts & Hangers Level 3 - North
  - **Start:** 16-Jun-09
  - **Finish:** 19-Jun-09
- **Mechanical Blockouts & Hangers Roof - North**
  - **Activity:** Mechanical Blockouts & Hangers Roof - North
  - **Start:** 22-Jun-09
  - **Finish:** 25-Jun-09

### Plumbing Blockouts
- **Plumbing Blockouts & Hangers Level 1 - North**
  - **Activity:** Plumbing Blockouts & Hangers Level 1 - North
  - **Start:** 04-Jun-09
  - **Finish:** 09-Jun-09
- **Plumbing Blockouts & Hangers Level 2 - North**
  - **Activity:** Plumbing Blockouts & Hangers Level 2 - North
  - **Start:** 10-Jun-09
  - **Finish:** 15-Jun-09
- **Plumbing Blockouts & Hangers Level 3 - North**
  - **Activity:** Plumbing Blockouts & Hangers Level 3 - North
  - **Start:** 16-Jun-09
  - **Finish:** 19-Jun-09
- **Plumbing Blockouts & Hangers Roof - North**
  - **Activity:** Plumbing Blockouts & Hangers Roof - North
  - **Start:** 22-Jun-09
  - **Finish:** 25-Jun-09

### Electrical Blockouts
- **Electrical Blockouts & Hangers Level 1 - North**
  - **Activity:** Electrical Blockouts & Hangers Level 1 - North
  - **Start:** 04-Jun-09
  - **Finish:** 09-Jun-09
- **Electrical Blockouts & Hangers Level 2 - North**
  - **Activity:** Electrical Blockouts & Hangers Level 2 - North
  - **Start:** 10-Jun-09
  - **Finish:** 15-Jun-09
- **Electrical Blockouts & Hangers Level 3 - North**
  - **Activity:** Electrical Blockouts & Hangers Level 3 - North
  - **Start:** 16-Jun-09
  - **Finish:** 19-Jun-09
- **Electrical Blockouts & Hangers Roof - North**
  - **Activity:** Electrical Blockouts & Hangers Roof - North
  - **Start:** 22-Jun-09
  - **Finish:** 25-Jun-09

### Fire Protection Blockouts
- **Fire Protection Blockouts & Hangers Level 1 - North**
  - **Activity:** Fire Protection Blockouts & Hangers Level 1 - North
  - **Start:** 04-Jun-09
  - **Finish:** 09-Jun-09
- **Fire Protection Blockouts & Hangers Level 2 - North**
  - **Activity:** Fire Protection Blockouts & Hangers Level 2 - North
  - **Start:** 10-Jun-09
  - **Finish:** 15-Jun-09
- **Fire Protection Blockouts & Hangers Level 3 - North**
  - **Activity:** Fire Protection Blockouts & Hangers Level 3 - North
  - **Start:** 16-Jun-09
  - **Finish:** 19-Jun-09
- **Fire Protection Blockouts & Hangers Roof - North**
  - **Activity:** Fire Protection Blockouts & Hangers Roof - North
  - **Start:** 22-Jun-09
  - **Finish:** 25-Jun-09

### Stair Installation
- **Hang Stairs through Roof - North**
  - **Activity:** Hang Stairs through Roof - North
  - **Start:** 10-Jun-09
  - **Finish:** 15-Jul-09
- **Hang Stairs through Level 2 - North**
  - **Activity:** Hang Stairs through Level 2 - North
  - **Start:** 17-Jun-09
  - **Finish:** 30-Jun-09

The dates shown shall serve as target dates only. Actual dates may vary and are subject to change without notice. Contractor reserves the right of early completion.
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<thead>
<tr>
<th>Activity Name</th>
<th>Start</th>
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<tr>
<td>Fireproofing</td>
<td>01-Jul-09</td>
<td>29-Jul-09</td>
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<tr>
<td>Fireproofing (Columns @ 2, Deck below 3) - North</td>
<td>09-Jul-09</td>
<td>15-Jul-09</td>
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<td>Fireproofing (Columns @ 3, Deck below Roof) - North</td>
<td>16-Jul-09</td>
<td>22-Jul-09</td>
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<tr>
<td>Fireproofing at 1st Floor Deck Basement</td>
<td>01-Jul-09</td>
<td>08-Jul-09</td>
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<tr>
<td>General</td>
<td>11-Jun-09</td>
<td>08-Jul-09</td>
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<tr>
<td>Install Perimeter Clips and Top Tracks Level 2 - North</td>
<td>01-Jul-09</td>
<td>08-Jul-09</td>
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<tr>
<td>Install Perimeter Clips and Top Tracks Level 3 - North</td>
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<td>08-Jul-09</td>
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<td>Curta Level 1 - North</td>
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<td>Install Top Tracks and Pipe Clips Basement</td>
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<td>17-Jun-09</td>
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<td>24-Jun-09</td>
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<td>Install Steel Decking - Q4</td>
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<td>Set Metal Decking, Studs, Edge Forms Level 3 - South</td>
<td>01-Jun-09</td>
<td>20-Jul-09</td>
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<td>Set Metal Decking, Studs, Edge Forms Roof - South</td>
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<tr>
<td>Slab on Grade Installation</td>
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<td>Install Gravel Fill for Slab on Grade - South</td>
<td>14-Jul-09</td>
<td>16-Jul-09</td>
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<tr>
<td>Install Slab on Grade Rebar - South</td>
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<td>16-Jul-09</td>
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<tr>
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<td>Concrete Decking Mesh Roof - South</td>
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<td>17-Aug-09</td>
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<td>Place and Finish Roof - South</td>
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<td>06-Aug-09</td>
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<td>Plumbing Blockouts &amp; Hangers Roof - South</td>
<td>03-Aug-09</td>
<td>06-Aug-09</td>
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</tbody>
</table>

The dates shown shall serve as target dates only. Actual dates may vary and are subject to change without notice. Contractor reserves the right of early completion.
### Activity Name | Orig | Dur | Start | Finish
--- | --- | --- | --- | ---
**First Floor**
Install Insulation and Radiant Piping Level 1 - North | 10 | 20-Aug-09 | 02-Mar-10
Place and Finish Topping Level 1 - North | 5 | 03-Sep-09 | 11-Sep-09
Metal Stud Framing and Door Frames Level 1 - North | 5 | 26-Oct-09 | 30-Oct-09
Prime Partition Level 1 - North | 5 | 01-Dec-09 | 07-Dec-09
Ceiling Grid Level 1 - North | 3 | 08-Dec-09 | 10-Dec-09
Cabinets Level 1 - North | 10 | 18-Dec-09 | 06-Jan-10
Doors and Hardware Level 1 - North | 5 | 14-Jan-10 | 20-Jan-10
Miscellaneous Flooring Level 1 - North | 5 | 07-Jan-10 | 13-Jan-10
Drop Ceiling Tile Level 1 - North | 5 | 21-Jan-10 | 27-Jan-10
Finish Painting Level 1 - North | 5 | 26-Jan-10 | 03-Feb-10
Trimouts Mechanical Level 1 - North | 10 | 04-Feb-10 | 17-Feb-10
Punchlist Level 1 - North | 10 | 18-Feb-10 | 03-Mar-10
**Second Floor**
Place and Finish Topping Level 2 - North | 5 | 21-Sep-09 | 25-Sep-09
Install Insulation and Radiant Piping Level 2 - North | 10 | 03-Sep-09 | 18-Sep-09
Metal Stud Framing and Door Frames Level 2 - North | 5 | 02-Nov-09 | 06-Nov-09
Prime Partition Level 2 - North | 5 | 01-Dec-09 | 07-Dec-09
Ceiling Grid Level 2 - North | 5 | 15-Dec-09 | 21-Dec-09
Cabinets Level 2 - North | 10 | 04-Jan-10 | 15-Jan-10
Miscellaneous Flooring Level 2 - North | 5 | 18-Jan-10 | 22-Jan-10
Doors and Hardware Level 2 - North | 5 | 25-Jan-10 | 29-Jan-10
Drop Ceiling Tile Level 2 - North | 5 | 01-Feb-10 | 05-Feb-10
Finish Painting Level 2 - North | 5 | 08-Feb-10 | 12-Feb-10
Trimouts Mechanical Level 2 - North | 10 | 15-Feb-10 | 26-Feb-10
Punchlist Level 2 - North | 10 | 04-Mar-10 | 17-Mar-10
Trimouts Electrical Level 2 - North | 10 | 15-Feb-10 | 26-Feb-10
Trimouts Fire Sprinkler Level 2 - North | 10 | 15-Feb-10 | 26-Feb-10
**Third Floor**
Place and Finish Topping Level 3 - North | 10 | 02-Oct-09 | 09-Oct-09
Install Insulation and Radiant Piping Level 3 - North | 10 | 21-Sep-09 | 02-Oct-09
Metal Stud Framing and Door Frames Level 3 - North | 5 | 16-Nov-09 | 20-Nov-09
Prime Partition Level 3 - North | 5 | 09-Dec-09 | 15-Dec-09
Ceiling Grid Level 3 - North | 5 | 23-Dec-09 | 04-Jan-10
Cabinets Level 3 - North | 10 | 12-Jan-10 | 25-Jan-10
Miscellaneous Flooring Level 3 - North | 5 | 26-Jan-10 | 01-Feb-10
Doors and Hardware Level 3 - North | 5 | 02-Feb-10 | 08-Feb-10
Drop Ceiling Tile Level 3 - North | 5 | 09-Feb-10 | 15-Feb-10
Finish Painting Level 3 - North | 5 | 16-Feb-10 | 22-Feb-10
Trimouts Mechanical Level 3 - North | 10 | 23-Feb-10 | 08-Mar-10
Punchlist Level 3 - North | 10 | 18-Mar-10 | 31-Mar-10
Trimouts Electrical Level 3 - North | 10 | 23-Feb-10 | 08-Mar-10
Trimouts Fire Sprinkler Level 3 - North | 10 | 23-Feb-10 | 08-Mar-10
**South Section**
Install Insulation and Radiant Piping Level 1 - South | 10 | 29-Sep-09 | 08-Mar-10
Place and Finish Topping Level 1 - South | 5 | 13-Oct-09 | 19-Oct-09

The dates shown shall serve as target dates only. Actual dates may vary and are subject to change without notice. Contractor reserves the right of early completion.
<table>
<thead>
<tr>
<th>Activity Name</th>
<th>Orig</th>
<th>Dur</th>
<th>Start</th>
<th>Finish</th>
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<tbody>
<tr>
<td>Metal Stud Framing and Door Frames Level 1 - South</td>
<td>5</td>
<td>20</td>
<td>20-Nov-09</td>
<td>30-Nov-09</td>
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<td>Drywall Partitions Level 1 - South</td>
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<td>08-Dec-09</td>
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<tr>
<td>Prime Painting Level 1 - South</td>
<td>2</td>
<td>15</td>
<td>15-Dec-09</td>
<td>21-Dec-09</td>
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<tr>
<td>Ceiling Grid Level 1 - South</td>
<td>3</td>
<td>17</td>
<td>17-Dec-09</td>
<td>21-Dec-09</td>
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<tr>
<td>Cabinets Level 1 - South</td>
<td>5</td>
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<td>Prepare / Submit O&amp;M Manuals</td>
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<td>Prepare / Submit Warranty &amp; Final Close-Out Plans</td>
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The dates shown shall serve as target dates only. Actual dates may vary and are subject to change without notice. Contractor reserves the right of early completion.
EXHIBIT “H”
REQUISITIONING INSTRUCTIONS

1. We are attaching herewith the following forms:
   a. Requisition for Payment
   b. Trade Payment Breakdown
   c. Hourly Labor Rate Breakdown
   d. Affidavit of Payment and Conditional Waiver upon Progress Payment
   e. Affidavit of Payment and Unconditional Waiver upon Progress Payment
   f. Conditional Waiver and Release upon Final Payment
   g. Unconditional Waiver and Release upon Final Payment

2. Forms (a) through (g) are the only forms that will be accepted for submitting requisitions. Any requisitions submitted using other forms will be returned.

3. The Affidavit of Payment and Conditional Waiver upon Progress Payment (d) is to be for your current requisition and the Affidavit of Payment and Unconditional Waiver upon Progress Payment (e) is to be for your previous requisitions and is to be submitted starting with your second requisition.

4. All insurance certificates and bonds (if applicable) must be submitted and approved in accordance with the Subcontract requirements prior to submitting or processing of requisitions. NO PAYMENTS WILL BE MADE UNTIL SATISFACTORY INSURANCE CERTIFICATES AND BONDS (IF APPLICABLE) ARE RECEIVED.

5. Requisitions are to be submitted on the 25th day of each month for work to be completed up to the 30th of the month. Requisitions submitted after the 25th day of the month may not be processed until the following month. Once an amount has been approved for payment, no further monies can be approved until new requisition has been received.

6. Each application, as thus submitted, (i) automatically shall constitute in accordance with the terms and conditions of this Subcontract a representation and certification by the Subcontractor that (a) the work done and materials supplied to date are in accordance with the Plans and Specifications, (b) the work and materials for which payment is requested have been physically incorporated into the construction of the Project or suitably stored on the Site.

7. A. Trade Payment Breakdown

   The purpose of the Trade Payment Breakdown Schedule is to provide details of the Subcontract and any change orders, together with a breakdown of the work completed to date. The schedule includes the following:
   a) Column A - Provide order numbers, if any.
   b) Column B - Provide a description of the work associated with the Subcontract breakdown and any authorized change orders. The Subcontract breakdown must be submitted and approved prior to requisitioning. Only an approved Subcontract breakdown is to be used.
c) Column C - Provide the number associated with the work described for the Subcontract breakdown and authorized change orders.

d) Column D - Provide the total gross value of the work actually performed to date and any items properly stored to date. In the accompanying column, provide the percentage relationship of this work performed or items stored to the total authorized.

e) Column E - Provide the total gross amount for each item approved by Bovis as of the prior Requisition.

f) Column F - Gross Work-In-Place this period.

g) Column G - Leave this column blank.

h) Grand Totals are to be provided for the total work authorized as well as the total completed to date. The totals of this schedule can then be carried forward to the Requisition for Payment.

i) More than one page should be used when necessary.

B. Requisition for Payment

This schedule includes the following:

1) The figures under Subcontract and Orders and Value of Work Completed are the totals as indicated on the Trade Payment Breakdown.

2) Deductions include retained percentage and amount as per the Subcontract, total Payments received by you to the date of the requisition and back-charge totals to date.

3) The Balance Due for Payment at This Request is the Value of the Work Completed less Deductions.

8. Time and material work is handled by the issuance of change orders and can be processed only upon completion of the attached Rate Sheets for each labor category, in duplicate, in conformance with the Subcontract. Field tickets are to be submitted to the Contractor. Subcontractor must obtain the written approval of the Contractor for all field tickets. Field tickets without the Contractor’s approval will not be processed. Invoices are to be submitted to the Project Manager for issuance of a change order with a copy of the approved field ticket. These change orders, once approved, are to be included in your monthly requisition.
MAKE COPIES OF THE FOLLOWING FORMS FOR USE WHEN REQUISITIONING
To: 
From: 
Remittance Address: 
Project: 
Owner: 
Payment Request No. 
Period , to ,

Statement of Trade Contract / Subcontract Account
1. Original trade contract/subcontract amount $ 
2. Approved change order number(s) (as per attached breakdown) (Net) $ 
3. Adjusted trade contract/subcontract amount $ 
4. Value of work completed to date (as per attached breakdown) $ 
5. Value of approved change orders completed (as per attached breakdown) $ 
6. Materials stored on site or off site if approved per Contract Documents (as per attached breakdown) $ 
7. Total to date $ 
8. Less amount retained (___%) $( ) 
9. Total less retainage $ 
10. Less previously certified (deduct line #9 from previous request) $( ) 
11. Amount due this request $ 

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<th>Cost Type</th>
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</table>

Invoice Total $ 

Approv. 1 / Signature Print Name
Approv. 2 / Signature Print Name

Manhours Worked on this Project this month: __________
Number of Lost Time Injuries on this Project this __________
Date: ____________________________
Subscribed and sworn before me this day of __________, __________ (year) 
Notary Public: ____________________________
My Commission Expires: ____________________________

For Bovis Use Only

Authorized Signature
Title: ____________________________

Bovis Standard Requisitioning Instructions
10/21/2008 California Only
Page 4 of 6 Exhibit “H”
<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
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<td>PREVIOUS REQUISITION AS APPROVED BY BOVIS</td>
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### HOURLY LABOR RATE BREAKDOWN

**Subcontractor** ___________________

**Address** ___________________

**Telephone** ___________________ ______________________

**Prepared By** ___________________

**Labor Classification** ______________

**Local Union #** ________________

**Effective Date** From _____ To _____

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<tr>
<th></th>
<th>(%)</th>
<th>($ Straight Time)</th>
<th>($ Over Time)</th>
<th>($ Premium Time)</th>
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</tbody>
</table>

**Total Charge Per Hour**


**NOTE:** This rate sheet is to be completed in conformity with the Subcontract Documents as a prerequisite for extra work billings. No deviations from standard union book rates will be accepted.
PURPOSE:
This Exhibit J, Subcontractor Safety Requirements, outlines the minimum Subcontractor safety requirements for the Project named above.

ADDITIONAL REFERENCES:
2. Attachment A: Bovis Lend Lease Daily Pre-Task Plan / Daily Work Permit (2 pages)
3. Attachment B: Safety Inspection Worksheet – Submitted Weekly to Construction Manager (7 pages)
4. Attachment C: Hot Work Permit (1 Page)

1.1 REGULATORY COMPLIANCE:
   a) Subcontractors must comply with all OSHA, local, and state regulations.
   b) Subcontractors shall also comply with Bovis Lend Lease’s Safety Management System (SMS).

1.2 INCIDENT & INJURY FREE:
   Each subcontractor will be asked to participate in multiple elements of our Incident & Injury Free initiative. Examples include:
   1. Participation by Subcontractor Project and field foremen in Pre-Task planning efforts for their own work and activities.

1.3 GENERAL:
   a) Smoking will not be permitted anywhere on the premises. No exceptions.
   b) No On-site Parking shall be supplied to Subcontractor employees, foremen, visitors, etc.
   c) Subcontractors shall conduct weekly tool box talk training sessions. The Construction Manager shall regularly attend the sessions. In addition to the standard training material, the Subcontractor shall review their Pre-Task Plans with any new employees and re-review any applicable Pre-Task Plans as needed and as jobsite and work tasks/activities/conditions warrant and change.
   d) All Subcontractors shall perform routine daily workplace inspections and submit to the Construction Manager weekly, refer to (Attachment B).

1.4 INCIDENT REPORTING / MEDICAL FACILITY:
   a) The project team will establish a preferred location for medical treatment in case of an injury. The details of the preferred nearby location will be established as construction begins. See the onsite EH&S representative of the Construction Manager.
   b) Emergency care will be via a call to 911. Emergency response specifics will be covered during first day orientation.
   c) The Subcontractor shall immediately investigate all actual and alleged incidents of employee injury and illnesses and document properly and report incident specifics immediately to the Construction Manager so that an initial report may be issued to Project Manager and Local Bovis Safety Officer.
   d) Copies of all incident reports shall be given to the Construction Manager within 24 hours of the incident.
   e) It is the responsibility of the Subcontractor to notify the Construction Manager immediately when any of the following occur:
      i) First Aid Cases
      ii) Injuries / Occupational illnesses
      iii) Alleged injuries/illnesses
      iv) Near Miss incidents
      v) Equipment damage
      vi) Spills
      vii) Public endangerment– pedestrians, buildings, etc.
   f) The Subcontractor is expected to provide full cooperation and participation in any incident investigation, including participation in up to a 2 hour "7 step" review of the specifics by involved parties.
   g) Each Subcontractor shall submit a Return To Work (RTW) Program for the project. The RTW Program will include modified duty capabilities of each craft employee and shall indicate the willingness of the Subcontractor to get injured employees back to work provided the employee’s physician specifies any work restrictions. RTW Programs shall at no time place the injured employee at risk, and will be so administered to promote the well being of the injured in all cases.
1.5 SPILL INCIDENTS AND REPORTING:
   a) Subcontractors are responsible for any spills or other environmental incidents caused by their actions. The Subcontractor is required to report such an incident to the Construction Manager. Costs associated with cleanup will be charged to the Subcontractor or cleanup will be completed by the Subcontractor to the current environmental standards.

1.6 DAILY WORK PERMIT (PRE-TASK PLAN)
   a) The project shall require that all employees be trained in the hazards of their work. To ensure that adequate training is taking place, each Subcontractor shall complete a Daily Work Permit (Pre-Task Plan) and review the plan with each employee each morning prior to work starting. A sample Pre-Task Plan is included in this Exhibit as Attachment A and A1. Attachment A will be the site standard. Attachment A1 will be used as needed for work activities taking place within occupied buildings or adjacent to OWNER operations as deemed necessary by CONSTRUCTION MANAGER. Attachment A will require review and signature by CONSTRUCTION representatives prior to work taking place, please plan accordingly.
   b) In addition, each Subcontractor shall submit during the kick off phase of the contract, a Pre-Task Plan list identifying each major work activity that will require a Pre-Task Plan to be completed. The on site Subcontractor supervisor shall review the Pre-Task List regularly to ensure that Pre-task Plans are being prepared in coordination with the current work activities.
   c) The Construction Manager shall obtain the current updated Pre-task List from each Subcontractor weekly. Subcontractors who fail to maintain current Pre-task Lists and who fail to prepare Daily Pre-task plans based on the Pre-task List shall have their work stopped until an adequate Pre-task review takes place. Repeated failure to perform in this regard will require further disciplinary action including but not limited to replacement of responsible supervisory personnel.
   d) Pre-Task Plans shall be submitted to the Construction Manager daily, one hour after the start of the work shift. Pre-Task Plans shall be available for review in the field during the first hour of the work shift by any Construction Manager.

1.7 TRAINING DOCUMENTATION:
   a) The Subcontractor shall be prepared to forward the Construction Manager all applicable employee safety-training records upon entering the site. The Subcontractor shall make every effort to forward training records prior to arriving on site. If this is not possible, the Construction Manager shall obtain copies of the records at the new employee orientation. Refer to the documentation section of this exhibit for training documentation requirements.

1.8 MATERIAL STORAGE AND HOUSEKEEPING REQUIREMENTS:
   a) Subcontractor obligations for housekeeping are identified elsewhere in the Contract.
   b) Subcontractors shall make every effort to do the following regarding material storage:
      i) Materials shall be palletized to the extent possible for safe handling.
      ii) Materials shall be sorted and stacked between knee and chest height for safer access and handling.
      iii) Pre-Task Plans shall identify how loads are to be handled safely.

1.9 CORD MANAGEMENT:
   a) The Subcontractor is expected to inspect all extension cords before use and repair or replace if found damaged.
   b) Extension cords shall be elevated from the floor whenever feasible and as directed by the CONSTRUCTION MANAGER. This requirement may include the entire project site as construction proceeds and feasibility allows.
   c) All cords shall be rolled up, inspected and stored at the end of each work shift if it is infeasible to elevate them.

1.10 GENERAL AND EMERGENCY ACCESS:
   a) The project shall require that access paths are maintained free of obstructions. Subcontractors shall not store materials or equipment in corridors or roadways that shall impede emergency access corridors, stairways, or ladder access points.

1.11 COMPLIANCE / DISCIPLINE POLICY:
   a) Zero Tolerance: A zero tolerance policy shall be applicable for one time violations of the smoking policy, drug & alcohol policy, sexual harassment policy, lock-out / tag-out policy and confined space entry policy. Gross violations of the fall protection requirements shall also constitute zero tolerance. Zero tolerance is defined as a one-time violation resulting in immediate removal from the project site.
   b) A 3-strike rule shall be in effect. One verbal warning followed by two written violations issued to the same individual will result in removal from the site for a designated period of time as determined by CONSTRUCTION MANAGER.
   c) Subcontractors are expected to self police their employees and issue safety violations as needed to assist in compliance with EH&S policies and requirements.

1.12 PERSONAL PROTECTIVE EQUIPMENT (PPE):
1.13 EMERGENCY RESPONSE:
   a) The project will conduct quarterly evacuation drills during the course of construction. The evacuation drills will last approximately ½ hour and will be scheduled in such a manner to minimize impact to construction.
   b) The Subcontractor shall appoint someone to have “accountability” for employees on site and shall take a head count at the muster point and be responsible to report back to the Construction Manager Incident Commander.
   c) The Subcontractor shall maintain a current, accurate daily list of employees on site and forward this list to the Construction Manager Superintendent within 2 hours of the start of the work shift. The daily employee report shall be used to aid in taking head counts in the event of a drill or actual emergency.

1.14 FIRE PROTECTION:
   a) All personal protective equipment shall be in compliance with OSHA regulations and site requirements and be specified in the Daily Work Permit (pre-task plan).
   b) The Subcontractor is expected to provide all necessary PPE to their employees and any visitors who will be on site.
   c) The Construction Manager expects the Subcontractor to self-policing PPE requirements. The Construction Manager will not be burdened with the task of constantly reminding employees of their PPE obligations. Failure of the Subcontractor field supervision to perform self-policing of safety requirements, including PPE violations, shall constitute a safety violation to the responsible foreman AND the violating employee(s).
   d) Approved hard hats, safety glasses, leather work shoes, long pants, high visibility vests during civil and structural phases, and shirt sleeves are required at a minimum AT ALL TIMES WHILE ON SITE.
   e) A faceshield or goggles will be required for all overhead drilling or similar activities due to the increased potential for eye and face injuries.
   f) Faceshields are required for use of chopsaws, in addition to safety glasses.
   g) At some point during the final phases of construction, the PPE requirements will be modified to suit conditions. The Subcontractor will receive written notification of any PPE requirement changes.

1.15 FALL PROTECTION:
   a) All work over six (6) feet shall require fall protection in accordance with CONSTRUCTION MANAGER Falls mandate requirements. Refer to Exhibit B for Contract specific Falls Mandate language.
   b) Section C of the Pretask plan shall be completed on a daily basis. Section C requires assessment of the day’s activities against the Hierarchy of Controls for falls per the CONSTRUCTION MANAGER Falls Mandate. Item ( c ) below explains this Hierarchy of Controls logic.
   c) All Subcontractors are required to provide a safe place to work for their employees. If the fall risk cannot be eliminated, then guardrails and covers shall be used in preference to the use of a PFAS (personal fall arrest system).
   d) Use of warning lines shall be done only if permission is granted by the Construction Manager. When warning lines are used on roofs, they shall be set back from the roof edge 15 feet for all non-roofing trades and at least 6 feet back from the roof edge for roofing work.
   e) Every employee issued a PFAS shall be trained per OSHA. Documentation of training shall be submitted to Construction Manager.
   f) If for any reason during the performance of the work, perimeter cables, vertical netting, barricades, floor or roof opening covers, hole covers, or fall protection related items are removed to perform work, A PERMIT SHALL BE REQUIRED SIGNED BY CONSTRUCTION MANAGER, IN ADDITION, it will be the responsibility of that Subcontractor to replace them promptly and devise a secondary fall protection system to protect their workers while the primary system is down. This also includes warning other trades to stay out of the area while primary fall protection systems are down.
g) Refer to the LADDER section of this exhibit for fall protection requirements on ladders.

1.16 HAZARDOUS WORK OPERATIONS:
   a) Any work falling under the OSHA HAZWOPER regulations shall require a site specific Health and Safety Plan (HASP) in addition to the overall Site Specific Safety Plan (SSSP) already required to be provided and require adequate training, supervision, and environmental monitoring.

1.17 TOOLS AND EQUIPMENT:
   a) The Subcontractor shall provide the equipment necessary for safe performance of the work. All equipment shall be used only for its intended purpose.
   b) Equipment shall be in good condition and properly maintained and inspected.
   c) The Construction Manager shall require preventive maintenance/calibration/inspection documentation or any equipment. Any equipment found defective will be removed from the site.
   d) A Daily Circle Check shall be conducted for all onsite equipment including excavators, trucks, vans, forklift, aerial lifts, cranes, cars, or any other motorized, electric vehicles used in construction. This Circle Check includes both operational, safety, and environmental inspection criteria and may be expanded as the project continues, see attachment D for an example.

1.18 POWER TOOLS:
   a) The Subcontractor shall provide a GFCI for all electric tools and equipment, this GFCI is in addition to the GFCI protection provided by the Electrical Subcontractor on all temporary circuits.
   b) Electric cords must be unplugged before adjusting electric tools.
   c) Properly designed guards or shields must be installed and used on all power tools.
   d) Tools must be inspected daily before using.
   e) Defective tools must not be used and removed from the site.

1.19 HAZARD COMMUNICATION:
   a) Subcontractor MSDS and Haz-Com programs shall be submitted prior to work on site. Refer to the REQUIRED DOCUMENTATION section of this Exhibit.
   b) The Subcontractor shall submit a list of materials to be used on site. The Construction Manager shall maintain a master list and MSD sheets of all materials on site to comply with OSHA requirements.
   c) All materials shall be properly labeled per OSHA and identify the OWNER of the material.
   d) Daily Pre-Task Plans shall at a minimum address relevant hazard communication and MSD sheet issues.

1.20 LADDERS:
   a) The use of ladders shall be minimized to the extent feasible. MEWPs or scaffolds shall be used in locations where possible.
   b) Work over six feet on a ladder shall not require the use of a PFAS unless the ladder is placed adjacent to an open shaft, leading edge, or similar greater fall hazard. Use of a PFAS over six (6) ft. may be required under certain conditions, and in all cases, decisions regarding fall protection shall be identified on the Daily Pre-Task Plan. As noted above, ladder use shall be minimized where feasible and only allowed when used less than 10 minutes and with 3 points of contact.
   c) All work on ladders must conform to OSHA and the ladder’s manufacturer requirements.
   d) Aluminum ladders are not permitted on the project site.
   e) Fiberglass ladders are preferred over wood ladders. If wood ladders are to be used, inspection records must be maintained.
   f) No stepladder shall be used in the closed position. All Subcontractors are urged to provide shelf type or similar straight ladders for the inevitable need to perform this type of ladder work. Any work being performed using a closed stepladder will be stopped. NO EXCEPTIONS.
   g) Defective or damaged ladders shall be destroyed and removed from site.

1.21 ELECTRICAL SAFETY:
   a) All Subcontractors who work with electricity and electrical equipment must follow the requirements of OSHA subpart K.
   b) Any Subcontractor performing electrical work on energized equipment or circuitry shall submit a detailed lockout / tag-out program to the Construction Manager. A project lock-out / tag-out permit system shall be in effect for the entire project that will require the electrical contractor to request a lock out permit at least one day in advance of the work being performed. Refer to Attachment F for more information on site requirements for Lock Out / Tag Out.
   c) The electrical Subcontractor shall at all times install their work so that lock out / tag out is not necessary. That is, to the extent possible, all electrical work shall be installed in such a manner that all upstream connections are not connected to a power source.
d) Electric closets shall be secured and signage installed per OSHA.

e) Temporary light strings shall meet current NEC requirements.

f) Written GFCI inspections of all GFCIs circuits provided by the Electrical Subcontractor shall be forwarded to the Construction Manager monthly.

g) The electrical subcontractor is expected to comply with applicable NFPA 70E requirements as though they were operating under 1910 General Industry requirements.

1.22 TEMPORARY WIRING:

a) Temporary wiring shall meet all of the requirements of National Electrical Code-Article 305.

b) Ground Fault circuit interrupters will be utilized on all temporary power outlets for extension cord protection. Each Subcontractor shall provide their own GFCI device for extension cords in addition to the GFCI devices installed by the electrical Subcontractor on the temporary circuits. GFCIs shall be tested prior to each use.

c) A ground fault circuit interrupter shall protect all temporary lighting. Temporary lighting shall be equipped with guards to prevent mechanical damage and shall be located where it is not likely to be struck or contacted.

d) Temporary wiring shall be removed after it is no longer needed.

e) The electrical subcontractor shall provide a monthly inspection report for all GFCIs.

1.23 HOT WORK OPERATIONS:

a) OSHA, Construction Manager’s and the Subcontractor’s hot work requirements shall be strictly adhered to. Refer to the hot work permit, attachment C.

b) The Subcontractor shall obtain all necessary local fire department permits and be responsible for the costs of any fire department firewatches.

c) All hot work will require a permit to be issued daily. The Subcontractor must preplan their hot work to the extent possible with the understanding that hot work permits shall require signatures from both the CONSTRUCTION MANAGER. The daily hot work permit requirement may be extended upon review of hazard and risk by CONSTRUCTION MANAGER.

d) The Subcontractor Daily Work Permit (pre-task plan) shall also specifically address fire protection issues.

e) Hot work shall require that the Subcontractor assign a trained firewatch and a 20lb. ABC extinguisher providing at a minimum 4A: 60BC coverage at EACH hot work location. The firewatch shall be assigned to the immediate hot work area and maintain visual line of sight of the operation at all times. The firewatch shall remain in the work area to inspect for fire for at least 30 minutes after the hot work is complete, per the permit included in Attachment C. The fire watch may perform other work activities provided all other criteria listed above are met. A dedicated non-working fire watch may be required under certain circumstances.

f) Hot Work is not permitted in areas where flammable materials are present. The Construction Manager shall stop any hot work operation taking place if flammable materials are located within 30 feet of the hot work operation. Fire blankets, wetting down, or similar protective measures may be utilized if agreed upon with the Construction Manager.

1.24 CONTROL OF HAZARDOUS ENERGY:

a) OSHA, CONSTRUCTION MANAGER, and all Subcontractors’ lock-out / tag-out requirements shall be strictly adhered to.

b) The Subcontractor shall prepare a detailed Daily Work Permit (pre-task plan) two weeks in advance of any locking and tagging for review by the Construction Manager.

c) Daily Work Permits (pre-task plans) indicated above shall be in addition to the Subcontractor’s own written plan.

d) A lock-out / tag-out permit will be required that equals to or exceeds the permit requirements in Attachment F of this Exhibit. The Construction Manager shall determine the acceptability of any lock-out / tag-out permit system.

e) Employees involved in lock-out / tag-out shall be equipped with their own personal locking device. The locking device shall indicate the name of the OWNER and be RED in color.

f) Locks may not be removed by anyone other than the OWNER of the lock.

g) In the event the OWNER of the lock is no longer on site or on vacation, a mutually agreeable lock removal process must be established between the Construction Manager and Subcontractor prior to removal of the lock which ensures the safety of the OWNER and maintains the integrity of the lock-out / tag-out process.

1.25 COMPETENT AND QUALIFIED PERSONS:

a) All subcontractors shall supply the names of all OSHA required competent and qualified personnel in the form of a written letter, as applicable.

1.26 DOCUMENTATION SUMMARY:

a) The following list summarizes the minimum documentation requirements. Additional documentation may be required as needed per OSHA, State, Local or manufacturers requirements.
<table>
<thead>
<tr>
<th>Document</th>
<th>When Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-task List</td>
<td>Kick off meeting after award</td>
</tr>
<tr>
<td>Safety &amp; Haz-Com Program</td>
<td>After Award</td>
</tr>
<tr>
<td>Pre-task plans – general</td>
<td>Daily</td>
</tr>
<tr>
<td>Pre-task plans – confined space / lock-out / tag-out / excavation</td>
<td>Two weeks prior to the start of work</td>
</tr>
<tr>
<td>Lock out / Tag out program</td>
<td>Two weeks prior to locking &amp; tagging</td>
</tr>
<tr>
<td>General Safety Inspection – Attachment B</td>
<td>Daily – Submitted Weekly</td>
</tr>
</tbody>
</table>
Date: 

Day: ☐ M ☐ T ☐ W ☐ TH ☐ F ☐ SA ☐ SU

Weather: AM: ___________________ PM: ___________________

Trade Contractor/Subcontractor: ___________________

Approximate Temperature: High: ______ Low: _______

Job Number: ___________________

Precipitation: ______ Winds: ______

Job Name: ___________________

<table>
<thead>
<tr>
<th>Total</th>
<th>Manpower List by Firms</th>
<th>Work Day Length</th>
<th>Manhours</th>
<th>Progress Report / Areas of Work</th>
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</tbody>
</table>
### Daily Report

**Job Number:**

**Date:**

**Job Name:**

<table>
<thead>
<tr>
<th>Equipment/Material Received</th>
<th>Trade/Subcontractor/Supplier</th>
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</thead>
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**Special Work (performed, authorized, etc.)**

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</table>

**Remarks (item delaying progress, verbal instructions from A&E, list of visitors, etc.)**

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</tbody>
</table>

**Author:** ___________________________  **Author’s Title:** ___________________________

**Trade Contractor/Subcontractor Superintendent Review:** ___________________________

**Copies to:** ___________________________

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PA01SUB (R)12/99 MW97  page 2 of 2
Hot Work Permit

Permission is granted to: ________________________________  Date: ________________________________
(Name / Company)  (Valid for day of issue only.)

To use: ___________________________________________  In the: ________________________________
(Equipment)  (Exact Location)

Between: ___________ AM and ___________ PM  ___________ PM and ___________ AM

To be completed with the Subcontractor in attendance:

☐ a. The above location has been physically inspected by:

☐ b. Combustible gas monitoring required:
☐ Yes  ☐ No

☐ c. All combustible materials, vapors, liquids, gases, or dust have either been removed or suitably protected against heat and sparks, including where there is risk of levels underneath/below.

☐ d. Suitable extinguishers are immediately available and at adjoining risk particularly below.

☐ e. The operatives have had the nearest fire alarm/telephone pointed out to them and have been told what to do in the event of a fire.

☐ f. Additional supervision is required by the Subcontractor as to areas below.

☐ g. Existing fire detection/suppression system must be protected.

Signature of Person Issuing the Permit

______________________________  ________________________________
Bovis Lend Lease Supervisor  Printed Name

The following inspections of the work area have taken place during the course of the operations and the proper procedures are being followed.

Time: ___________  Signature: ________________________________
Bovis Lend Lease Superintendent  Printed Name

The Subcontractor responsible for the works confirms that the works are complete and that the work area and adjacent areas to which heat and sparks might have spread have been thoroughly inspected.

Signature: ________________________________  Time: ___________  Name Printed: ________________________________
for ________________________________ (Subcontractor)

After signing, the Subcontractor is to immediately return this permit to the issuing Bovis Lend Lease manager.

The area has been thoroughly inspected by the Contractor’s Competent Person for 60 minutes after the work being completed to ensure no smoldering has taken place and that there is no risk of a fire starting.

Signature: ________________________________  Name Printed: ________________________________
Bovis Lend Lease Superintendent  Time: __________________________________

This permit is required for all operations involving flame, hot air, or arc welding and cutting equipment, brazing and soldering equipment blow lamps, bitumen, boilers, sawsall and other equipment producing heat or having open flames.
# Safety Inspection Checklist (Weekly)

**Superintendent or Designee Making Inspection:**

**Job Number:**

**Job Name:**

**Date:**

<table>
<thead>
<tr>
<th>What was not in compliance?</th>
<th>Corrective Action(s)</th>
<th>Sign-off / Date</th>
<th>(S) Satisfactory (U) Unsatisfactory (*) See Notes</th>
</tr>
</thead>
</table>

## 1. Proper Personal Protective Equipment — Ref. 1926 Subpart E.

a. **Standard Items:**
   - Hardhats, boots, eye and face protection, hearing protection, gloves, clothing, etc.


(c. **Special PPE requirements:**

## 2. Protection of the Public

- Signage, limited access, overhead protection, adjacent structures protected, emergency contact information posted

## 3. Fall Protection — Ref. GMR-Fall Protection #1 and #2, 1926 Subpart M. (training program required, Competent Person required)

a. Full body harnesses with connecting device
   - (shock absorbing lanyard, self retracting lifeline)

b. Floor holes/pensations covered/marked or guarded

c. Perimeter/roof protection

d. Guardrails, midrails, toeboards, screens and mesh

e. Protection from falling debris

f. Vertical rebar covered or capped

g. Safety Nets

---

**PGMR – Fall Protection 1.** Is adequate protection in place where persons/materials could fall more than 6ft?  
*The project has provided a “safe place to work” [guardrails] in preference to “personal protective equipment” [harnesses].*

**PGMR – Fall Protection 2.** Are all holes, shafts and edges protected to prevent falls of persons or materials?
<table>
<thead>
<tr>
<th>4. Scaffolds — Ref. PGMR #2 and #3, 1926 Subpart L. (Competent Person, training and daily inspections required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Tubular welded, tube and coupler scaffolds (includes stair towers): Fully decked proper overlap/cleating, fully braced, all connectors in place, safe access, safe materials handling/appropriate capacities, full guardrail system, proper leveling, footings and mudsills</td>
</tr>
<tr>
<td>b. Rolling Scaffolds: Wheels locked, full guardrail system, work platform secured, no personnel on scaffold when moved, outriggers</td>
</tr>
<tr>
<td>c. Swing Stage Scaffold: Each employee protected by separate lifeline and full body harness, full guardrail system, falling object protection, proper insulation/protection of electrical components, hot work procedures addressed</td>
</tr>
<tr>
<td>d. Aerial Lifts: Authorized operators, fall protection, manufacturer’s tie-off point used, protected from falling objects, controls (upper and lower) properly identified and functional (third-party inspection required)</td>
</tr>
<tr>
<td>e. List other types of scaffolds on site: Special requirements:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PGMR — General 2. Is appropriate fall protection equipment being used in suspended scaffolds/platforms?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PGMR — General 3. Do scaffold towers meet core document criteria?</th>
<th>YES</th>
<th>NO</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>5. Equipment Operations — Ref. 1926 Subpart Q. (Requires authorized operators, equipment inspections. See also 1910.178 General Industry Standard - Powered Industrial Truck Operator Training)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. All equipment has functional horn</td>
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<tr>
<td>b. All equipment has a functional back-up signal alarm or signal person</td>
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<tr>
<td>c. Seat belts are functional and in use</td>
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<tr>
<td>d. Proper refueling procedures followed</td>
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<tr>
<td>e. Fire protection readily available</td>
</tr>
<tr>
<td>f. Operations isolated and/or evaluated to provide protection to adjacent workers</td>
</tr>
<tr>
<td>What was not in compliance?</td>
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<tr>
<td>PGMR – General 5. Are operators and equipment certified and competent?</td>
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<td>7. Excavations and Trenching — Ref. 1926 Subpart P.</td>
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<tr>
<td>8. Fire Protection/Prevention, First Aid, Housekeeping, Sanitation and Illumination — Ref. PGMR #6, 1926 Subpart C, D and F.</td>
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</tbody>
</table>
b. **Fire Extinguishers:**
   Minimum 4A60BC, adequate clearance, inspected monthly, charged

c. **Ignition Sources Controlled:**
   Electrical, light, heat and combustion engines, hot work procedures followed

d. **Flammable/Combustible Liquids:**
   FM approved containers (no greater than 5 gal.) and bulk storage tanks bonded and grounded

e. All fuel storage/containers properly labeled

f. Flammables stored at least 20 ft. from building

g. Non-smoking policy enforced

h. **First Aid/Bloodborne Kits:**
   Available and completely stocked

i. Bloodborne pathogens kit and appropriate PPE available

j. **Housekeeping:**
   Work areas, passageways and stairwells free and clear of debris

k. Appropriate trash containers provided

l. Appropriate toilet facilities and washing facilities/sanitizer available

m. Adequate lighting available in all areas, lights protected from breakage

n. Adequate ventilation

---

**PGMR – General 6.** Is there adequate lighting for access and egress in addition to task lighting?

9. **Electrical — Ref. PGMR #4, 1926 Subpart K.**

   a. All temporary systems protected by GFCI, GFCI tested, test documented

   b. Flexible cords – no missing pins or broken insulation

   c. Handtools properly insulated, protected

   d. Electrical panels and rooms secured, authorized personnel only
<table>
<thead>
<tr>
<th>What was not in compliance?</th>
<th>Corrective Action(s)</th>
<th>Sign-off / Date</th>
<th>(S) Satisfactory</th>
<th>(U) Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>PGMR – General 4. Do all temporary electrical circuits include RCD, ELCB or GFCI at source?</td>
<td></td>
<td></td>
<td>YES</td>
<td>NO</td>
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<td>10. Compressed Gases — Ref. 1926 Subpart J.</td>
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<td>a. Secured upright, proper storage, capped</td>
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<td>b. Oxygen and acetylene separated by 20 ft.</td>
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<td>c. Welding and cutting - proper PPE, screens</td>
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<td>d. Gauges, regulators, hoses and torches, flash arrestors</td>
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<td>e. Fire extinguisher readily available</td>
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<td>f. Hot Work Permit</td>
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<td>11. Concrete and Masonry Construction — Ref. 1926 Subpart Q.</td>
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<tr>
<td>a. Rebar guarded</td>
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<td>b. PPE, head and face protection or hose operator</td>
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<td>c. Shoring plan in place, equipment in firm contact</td>
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<td>d. Masonry walls braced, complies with written plan</td>
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<td>e. Limited access zones established</td>
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<td>12. Steel Erection — Ref. 1926 Subpart R.</td>
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<tr>
<td>a. All workers subject to falls in excess of 6 ft. protected</td>
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<td>b. Laydown areas and site access unobstructed</td>
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<td>c. Adjacent workers not subjected to overhead loads</td>
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<td>d. Guying and bracing of columns</td>
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<tr>
<td>e. Perimeter protection</td>
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<tr>
<td>f. Decking holes and openings protected (not cut until necessary)</td>
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<td>g. Properly bridging for steel joists</td>
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<td>h. Decking bundles appropriately placed</td>
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<tr>
<td>i. Loose items secured</td>
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<td>13. Confined Space — Ref. 1910.146, Subpart J</td>
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<tr>
<td>a. Documented Hazard Assessment / Entry Permit</td>
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<tr>
<td>b. Hazardous atmospheric evaluation procedure</td>
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<td>c. Rescue procedures and equipment in place</td>
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<td>d. Trained personnel</td>
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<td>14. Environmental</td>
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<tr>
<td>a. Stormwater protection adequate, regularly inspected</td>
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<td>b. Spill containment for all hazardous chemicals</td>
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</table>
### Safety Inspection Checklist (Weekly)

<table>
<thead>
<tr>
<th>What was not in compliance?</th>
<th>Corrective Action(s)</th>
<th>Sign-off / Date</th>
<th>(S) Satisfactory (U) Unsatisfactory (*) See Notes</th>
</tr>
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<tbody>
<tr>
<td>c. Spill kits on site</td>
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<tr>
<td>d. Wheel wash area</td>
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<tr>
<td>e. Adjacent roadways clean</td>
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<td>f. Waste reduction and recycling program actively enforced</td>
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<td>g. Tree protection areas maintained</td>
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<tr>
<td>h. Reusable materials area designated and maintained</td>
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</table>

#### 15. Miscellaneous

- a. Underground utilities located
- b. Hoists (personnel and materials) proper gates, lockouts, landings
- c. Powder actuated tools, certified operators, documented hazard assessment
- d. Extension ladders and step ladders used properly
- e. Proper use of chemicals, proper training, PPE
- f. Proper coordination with owner
- g. Quarterly emergency plan drills conducted
- h. All demolition in conjunction with written plan
- i. **Special Abatement Concerns:**
- j. Equipment Lockout / Tagout

#### PGMR – General

1. Is all local and national legislation being complied with?

#### 16. Operational GMR’s

1. Is the degree of LL responsibility defined and agreed?
2. Is the process in place to assess the competence of contractors and is relevant training in place?
3. Is there a designated member of the LL project team responsible for H&S?
4. Are design and construction risk reviews carried out in line with the core document?
5. Were fall prevention and protection specifically addressed during pre-construction and construction phases?
6. Is the project inspected once a week by the designated person and results and corrective actions recorded?
7. Has this audit process been used to audit the project at least once in every 12 weeks?
8. Is there a resident EH&S person if the value exceeds US$60 Myear?
<table>
<thead>
<tr>
<th>17. Notes / Best Practices / Lessons Learned</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
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<tr>
<td>Response:</td>
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<tr>
<td>b.</td>
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<tr>
<td>Response:</td>
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<tr>
<td>c.</td>
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<tr>
<td>Response:</td>
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<tr>
<td>d.</td>
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<tr>
<td>Response:</td>
</tr>
<tr>
<td>e.</td>
</tr>
<tr>
<td>Response:</td>
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<td>f.</td>
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<td>Response:</td>
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<td>g.</td>
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<td>Response:</td>
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<tr>
<td>l.</td>
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<tr>
<td>Response:</td>
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</tbody>
</table>
Confined Space Entry Permit

All copies of permit will remain at job site until job is completed.

Location / Description of Confined Space: ____________________________

Purpose of Entry: ____________________________ Date: ________________

Expected Hazards: ____________________________ Time: ________________

Communications: ____________________________ Expiration Date: ________________

Special Requirements Before Entry: ____________________________

Test Interval: ____________________________

<table>
<thead>
<tr>
<th>Action / Equipment</th>
<th>Acceptable Conditions</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lockout De-energize – Test &amp; Verify</td>
<td></td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Lines Broken – Capped or Blanked</td>
<td></td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Purge – Flush and vent</td>
<td></td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>Forced Air Ventilation</td>
<td></td>
<td>☐</td>
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<tr>
<td>Secure Area (Post and Flag)</td>
<td></td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>Breathing Apparatus</td>
<td></td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>Resuscitator - Inhalator</td>
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Permissible Time Entry Level

<table>
<thead>
<tr>
<th>Hazards</th>
<th>Permissible</th>
<th>Tester</th>
<th>Time</th>
<th>AM/PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of Oxygen</td>
<td>19.5% to 23.5%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>% of L.E.L. (Gas / Vapor / Mist)</td>
<td>Less than 10%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carbon Monoxide</td>
<td>35 ppm (8 hr)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DO NOT ENTER IF PERMISSIBLE ENTRY LEVELS ARE EXCEEDED

Name(s) of Instrument Reader(s): ____________________________

Note — Any questions pertaining to atmospheric test requirements should be directed to: ____________________________

Testing Instruments Used

<table>
<thead>
<tr>
<th>Testing Instruments Used</th>
<th>Name</th>
<th>Type</th>
<th>Identification#</th>
<th>Calibration</th>
</tr>
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<tbody>
<tr>
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Authorized Entrants

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Authorized Attendants

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<th>Authorized Attendants</th>
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</table>

PERMIT AUTHORIZATION

I certify that all actions and conditions necessary for safe entry have been performed.

Signed: ____________________________ Date: ________________

Print Name: ____________________________ Time: ________________
1. The contingency for payment set forth in Articles 3 and 4 of the Subcontract shall not be applicable if Owner’s nonpayment to Contractor is attributable to Contractor’s breach of the Contract with the Owner and is not attributable to any breach of contract by Subcontractor. Nothing set forth in the Subcontract shall be construed to limit, impair or diminish any and all rights of the Subcontractor under the Lien Law of the State of California to file and enforce a mechanic’s lien against the Owner’s right, title, or interest, if any, or any right, title or interest, if any, of any other “owner” (as defined in the Lien Law) in and to the real property on which the project is being constructed, and improvements thereof. Solely for the purposes of filing and foreclosing a mechanic’s lien on real property under the Lien Law of the State of California, there shall be deemed to be a valid and existing debt of the Contractor to Subcontractor for any payments to which the Subcontractor would be entitled to under the Subcontract or otherwise but for the Owner’s failure to make payment to the Contractor. Therefore, the Subcontractor specifically agrees to look for payment or other satisfaction of the debt solely from (i) proceeds of foreclosure of any such mechanic’s lien and/or (ii) funds actually received by Contractor from the Owner specifically designated for disbursement to the Subcontractor. Subcontractor specifically acknowledges and freely agrees to accept the risk that the Owner may not pay Contractor except as provided herein.

2. To the fullest extent permitted by law and as applicable to the Project, Subcontractor understands and acknowledges that it shall be subject to the provisions of California Civil Code Sections 896 et. Seq., that its Work shall meet or exceed the applicable standards set forth therein and that failure in this regard shall constitute, without limitation, a default under the Subcontract. In addition to the dispute resolution provisions of the Subcontract, which shall continue to govern any claims, disputes or controversies between Contractor and Subcontractor and not involving home buyers in the Project or the homeowners association for the Project (if any), Subcontractor further agrees to comply with dispute resolution provisions as agreed by and between Contractor and Owner or otherwise as required by law governing any claim, dispute or controversy relating to or arising out of the Subcontract and/or the Work, which involves a claim asserted by a home buyer in the Project and/or by the homeowners association for the Project. Subcontractor acknowledges that in connection with the sale to the public of homes at the Project, and/or the creation of, and/or the conveyance of common area to, the homeowners association for the Project, Contractor may adopt, offer to, or execute with, the Owner or the home buyers in the Project additional agreements or obligations to comply with California Civil Code Sections 896 et. Seq. or other applicable law. Subcontractor acknowledges and agrees that any and all claims, disputes and controversies between or among any home buyer, homeowners association, Contractor, and Subcontractor will be subject to the terms and conditions set forth in such agreements, if any, and Subcontractor agrees to be bound by and participate in any and all dispute resolution procedures, provisions and requirements set forth in such agreements, at Contractor’s sole discretion. In the event that any such provisions are found to be unenforceable for any reason, Subcontractor agrees to be subject to, participate in, and be bound by any other dispute resolution procedure, provision or requirement binding on Contractor to which any claims, disputes or controversies involving any home buyer or homeowners association are submitted. The requirements of this paragraph shall survive the completion of the Subcontractor’s Work and the earlier expiration or termination of the Subcontract.

3. If the Subcontract is for residential construction, as used in Title 7 (commencing with Section 895 of Part 2 of Division 2 of the California Civil Code), then, to the extent required by Section 2782[c] of the California Civil Code, nothing set forth in Article 12 of the Subcontract shall purport to indemnify and defend any builder (as defined in Section 911 of the California Civil Code) against liability for claims of construction defects to the extent such claims arise out of, pertain to, or relate to the negligence of the builder or the builder’s other agents, servants, or other independent contractors who are directly responsible to the builder, or defects in design (if any) furnished by those persons; or to the extent such claims do not arise out of, pertain to, or relate to the scope of Work in the Subcontract. In the event that Subcontractor’s indemnity obligation is so limited, Subcontractor agrees to provide defense and indemnity to said builder(s) to such lesser extent as is allowed by law, including, but not limited to, defense and indemnity from and against any claim, cost, loss, expense, or liability caused by, arising out of, pertaining to, attributable to, or which may otherwise be equitably and or proportionally allocated to, the negligence, defect in design furnished by, willfulness, or other fault of the Subcontractor or its subcontractors or suppliers of any tier, or their agents, servants, or employees. If circumstances exist causing Subcontractor’s indemnity obligations hereunder to be limited by operation of California Civil Code Section 2782(c), then Subcontractor shall still be required to immediately assume the full defense of any such builder as required elsewhere in the Subcontract; however, in such cases, and only in such cases, said builder shall, upon final resolution of claim, suit, action, or proceeding, reimburse Subcontractor for those defense expenditures which were caused by, were attributable to, or which were otherwise equitably or proportionally allocated to the negligence of, or defect in design (if any) furnished by, the builder or the builder’s other agents, other servants, or other independent contractors who were directly responsible to the builder, or to the extent the claim, suit, action, or proceeding did not arise out of, pertain to, or relate to the scope of Work in the Subcontract.
4. Subcontractor agrees that Contractor has the authority to write up safety notices and the Subcontractor has the responsibility to observe and correct said conditions or acts in a timely manner. Contractor will issue safety citations to the Subcontractor upon non-compliance of acts or conditions. At the sole discretion of Contractor, a citation will be issued and, in the event that Subcontractor does not immediately correct said conditions or acts (or immediately commence such correction, which in any event shall be completed within a reasonable time after the issuance of said citation as determined within the sole discretion of Contractor), $500.00 will be backcharged to the Subcontractor. A second or subsequent infraction of or failure to timely correct a previously cited action or condition will result in the issuance of a repeated citation, where $1,000.00 or more (at the sole discretion of Contractor) for each subsequent infraction will be backcharged to the Subcontractor and/or removal of the Subcontractor’s employee(s) from the site for the duration of the Project. Said backcharges will be withheld from the next requisition payment. The removal procedure may be expanded to include removal of a Subcontractor’s entire work force where the Subcontractor does not demonstrate good faith effort.
CERTIFICATE OF GUARANTEE

We, (name of company or contractor), agree to repair ____________________________

on the below mentioned building for the period indicated. This agreement is to maintain the systems, subject to the conditions outlined below.

Lessee/District: City College of San Francisco
Owner: San Francisco Unified School District
Location of Building/Project: Balboa Reservoir – Joint Use Facility
Street: 50 Phelan Avenue
City: San Francisco
State: California

This GUARANTEE is effective this _________________ day of ________________________, 20______
for the term of ________ year(s) from this date, provided any defects result from defective material or workmanship and are not caused by other mechanics, fire, accidents or by acts of Providence over which we have no control.

Signed   __________________________________________
(Name of company or contractor)

By   ________________________________________

Printed Name   ________________________________________

Title   ________________________________________
CERTIFICATE OF WARRANTY

We, (name of company or contractor), warrant that all work performed under this contract for the Ocean Avenue Campus Joint Use Facility Project, as listed in the Construction Documents and Specifications, for the period indicated.

This WARRANTY is effective this ________________ day of __________________ , 20____ for the term of one (1) year from this date, provided any defects result from defective material or workmanship and are not caused by other mechanics, fire, accidents or by acts of Providence over which we have no control.

Signed ______________________________________
(Name of company or contractor)

By __________________________________________
_________________________________________
(Title)

END OF SECTION
ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS
1.1.1 APPLICABLE CODE REQUIREMENTS
The term "Applicable Code Requirements" means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over District, CM/Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work.

1.1.2 APPLICATION FOR PAYMENT
The term "Application For Payment" means the submittal from CM/Contractor wherein payment for certain portions of the completed Work is requested in accordance with Article 9.

1.1.3 ANTICIPATED CONTRACT VALUE
The term "Anticipated Contract Value" means the amount that the District anticipates the Work will cost at Final Completion.

1.1.4 BENEFICIAL OCCUPANCY
The term "Beneficial Occupancy" means the District's right to occupy or otherwise make use of any part of the Work in accordance with Article 9.

1.1.5 BID PACKAGE
The term "Bid Package" means a part of the Construction Work represented by a particular Design Package prepared by the District's Design Professional, and reviewed by the CM/Contractor in Phase 1 per the Scope of Work, and performed by CM/Contractor's Subcontractors or self-performed. All Bid Packages will be incorporated into the Contract by Contract Amendment and the price thereof will, together with the CM/Contractor's Option Sum - Phase 2, be the total amount due the CM/Contractor.

1.1.6 CERTIFICATE FOR PAYMENT
The term "Certificate For Payment" means the form signed by District's Representative attesting to the CM/Contractor's right to receive payment for certain completed portions of the Work in accordance with Article 9.

1.1.7 CHANGE ORDER
The term "Change Order" means a Contract Document authorizing one or more of the following: a change in the Work, an adjustment of the Contract Sum, an adjustment of the Contract Time in accordance with Article 7.

1.1.8 CLAIM
See Paragraph 4.3, Claims, of the General Conditions.

1.1.9 CM AT RISK
The term "CM at Risk" means the person or firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number; "CM at Risk" is synonymous with "CM/Contractor" and "Contractor".

1.1.10 CM/CONTRACTOR
The term "CM/Contractor" means the person or firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Where used, the following terms shall be synonymous with "CM/Contractor": "CM at Risk", "Construction Manager", "General Contractor" and "Contractor"
1.1.11 CM/CONTRACTOR BASE FEE

The term “CM/Contractor Base Fee” means the price the CM/Contractor has included in his Option Sum - Phase 2 that represents all costs for the following items incurred in performing the Construction Work:

1. Salaries, or other compensation, of the CM/Contractor’s officers, executives or other supervisory personnel at the CM/Contractor’s Home Office above the level of Project Executive, but does not include individuals specifically assigned to the project but located in the main office for convenience or efficiency.

2. All expenses of the CM/Contractor in connection with maintaining and operating its Home Office of CM/Contractor other than field office of the Project.

3. Any part of the CM/Contractor’s capital expenses, including interest on the CM/Contractor’s capital employed for the Work.

4. Except as specifically provided elsewhere in the Contract Documents, rental costs of machinery and equipment.

5. Profit, overhead or general expenses of any kind, except as may be expressly included elsewhere in the Contract Documents, including Home Office supervision of all subcontracted work above the level of Project Executive.

6. All salaries, cost and expenses incurred by CM/Contractor in estimating and preparing estimates, unless performed in Phase 1 of this agreement, administration of the Construction Work and all other cost data and preparation required by District, exclusive of the time involving the CM/Contractor's field forces engaged in the actual field performance of the Construction Work.

7. All cost and expenses of purchasing and expediting all purchase orders, exclusive of the time involving the CM/Contractor’s field forces engaged in the actual field performance of the Construction Work.

8. All cost and expenses of supervision and administration of progress and cost control by executives above the level of Project Executive.

9. General accounting required for the following items, auditing payment of voucher costs, payment of labor taxes and insurance.

10. Supervision of insurance and taxation matters.

11. All travel expenses of CM/Contractor’s officers and executives above the level of project executive.

12. All expenses paid or incurred for purchase or rental of office equipment, stationery, stamps and office supplies of any kind or nature whatsoever for Home Office use, unless specifically devoted to the Project.

13. All costs of any business licenses required by CM/Contractor, and all dues, assessments and contributions paid or payable to CM/Contractor’s technical or trade associations.

14. All cost of insurance on tools and equipment owned or furnished by CM/Contractor; taxes assessed against property and equipment of CM/Contractor which is not to be incorporated into the Project; taxes on gross income, except gross receipts tax, profit and net income of CM/Contractor; and interest or money borrowed or furnished by CM/Contractor.

15. Storage costs at yards owned and leased by CM/Contractor, except any yard leased by CM/Contractor on a short-term basis solely for purposes of the Project, with District’s prior written approval.
Other than as may be accessed through the Contingency, all costs incurred by CM/Contractor in violation of any terms, provision, or agreement set forth in the Contract Documents.

Consultation with District and its Design Professionals, and other consultants engaged by the District with respect to the Construction Work above the level of Project Executive.

1.1.12 COMPENSABLE DELAY

The term “Compensable Delay” means a delay that entitles the CM/Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time pursuant to Articles 7 and 8 of the General Conditions. Compensable delay shall only be considered during Phase 2.

1.1.13 CONSTRUCTION WORK

The term “Construction Work” shall mean that portion of the Work consisting of the provision of labor, materials, furnishings, equipment and services in connection with the construction of the Project as set forth in the Contract Documents, including, without limitation, all CM/Contractor Base Fee, General Conditions Work, and Bid Packages.

1.1.14 CONTRACT

The term “Contract” means the written Agreement between CM/Contractor and District set forth in the Contract Documents.

1.1.15 CONTRACT AMENDMENT

The term “Contract Amendment” means the contract instrument to modify the Contract to exercise the Option or to include Bid Packages.

1.1.16 CONTRACT DOCUMENTS

The “Contract Documents” consist of all documents listed in Article 3 of the Agreement.

1.1.17 CONTRACT MODIFICATION

The term “Contract Modification” means an executed Change Order or Contract Amendment.

1.1.18 CONTRACTOR

The term “Contractor” means the person or firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number; “Contractor” is synonymous with “CM/Contractor” and “CM at Risk”.

1.1.19 CONTRACT SCHEDULE

The term “Contract Schedule” means the graphical representation of a practical plan to complete the Work within the Contract Time in accordance with Article 3.

1.1.20 CONTRACT SUM

The term “Contract Sum” means the amount of compensation stated in the Agreement for the performance of the Work.

1.1.21 CONTRACT TIME

The term “Contract Time” means the number of days set forth in the Agreement within which full completion of the Work must be achieved.

1.1.22 DAY

The term “day,” as used in the Bidding Requirements and the Contract Documents, shall mean calendar day, unless otherwise specifically provided.
1.1.21 **DEFECTIVE WORK**

The term “Defective Work” means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of District's Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

1.1.22 **DESIGN/CONSTRUCTION OVERLAP DURATION**

The term “Design/Construction Overlap Duration” is the maximum period of time stipulated in the Contract Documents that the District will allow Phase 2 to start prior to the scheduled completion of Phase 1. See Supplementary Conditions for the specified time period for Design/Construction Overlap Duration.

1.1.23 **DESIGN PACKAGE**

The term “Design Package” means the Drawings and Specifications for a component of the Construction Work as shown on the Project Schedule Exhibit.

1.1.24 **DESIGN PROFESSIONAL**

The term “Design Professional” means the individuals or entities who District has hired to provide architectural, engineering, and other professional services required for the coordinated design of the Project.

1.1.25 **DESIGN WORK**

The term “Design Work” means the work performed by Design Professional(s) to produce Bid Packages and a coordinated design for the Project; Design Work shall incorporate District-approved input by CM/Contractor resulting from its Phase 1 Pre-Construction Services.

1.1.26 **DRAWINGS**

The term “Drawings” means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the List of Drawings.

1.1.27 **EXCUSABLE DELAY**

The term "Excusable Delay" means a delay that entitles the CM/Contractor to an adjustment of the Contract Time but not an adjustment to the Contract Sum, pursuant to Articles 7 and 8 of the General Conditions.

1.1.28 **EXTRA WORK**

The term “Extra Work” means Work beyond or in addition to the Work required by the original Contract Documents, pursuant to Article 7 of the General Conditions.

1.1.29 **FIELD ORDER**

See Article 7, Changes in the Work, of the General Conditions.

1.1.30 **FINAL COMPLETION**

The term “Final Completion” means the point at which the Construction Work has been fully completed in accordance with the Contract Documents as determined by District's Representative pursuant to Paragraph 9.8, Final Completion and Final Payment, of the General Conditions.

1.1.31 **GENERAL CONDITIONS WORK**

The term “General Conditions Work” means all work and associated cost to complete the Construction Work that is not included in CM/Contractor’s Base Fee or in Bid Packages; including, but not limited to, items required by the exhibits. All costs for General Conditions Work incurred in performing the Contract shall be included in the CM/Contractor's Option Sum - Phase 2.
1.1.32 GENERAL CONTRACTOR
The term “General Contractor” means the person or firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number; for the purposes of this contract “Contractor” is synonymous with “CM/Contractor” and “CM at Risk”.

1.1.33 GUARANTEE TO REPAIR PERIOD
See Paragraph 12.2, Correction of Defective Work and Guarantee To Repair Period, of the General Conditions.

1.1.33 HOME OFFICE
The term “Home Office” means any and all offices, including but not limited to principal, branch, or main office, the CM/Contractor may have before or during the Work, except its field office for this Project.

1.1.34 MAXIMUM ANTICIPATED CONTRACT VALUE
The term “Maximum Anticipated Contract Value” means the maximum amount that the District anticipates the Work will cost at Final Completion.

1.1.35 NOTICE OF INTENT
The term “Notice of Intent” means the notice given by the District’s Representative that the District intends to exercise its Option for Phase 2. This notice shall provide time for the CM/Contractor to submit certain Contract Documents prior to a Contract Amendment being issued for Phase 2.

1.1.36 OPTION
See Article 2 of the Agreement and Article 16 of the General Conditions.

1.1.37 PRE-CONSTRUCTION SERVICES
The term “Pre-Construction Services” means the services provided by the CM/Contractor under Phase 1 of the Scope of Work. The Pre-Construction Services shall continue through Design/Construction Overlap Duration, if any, after the Option for Phase 2 is exercised.

1.1.38 PROJECT
The term “Project” means the total Pre-Construction Services and Construction Work of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by District or by Separate Contractors which will be completed within the Contract Time.

1.1.39 SEPARATE CONTRACTOR
The term “Separate Contractor” means a person or firm under separate contract with District performing other work at the Project site which affects the Work performed under the Contract Documents.

1.1.40 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
See Paragraph 3.12: Shop Drawings, Product Data, and Samples, of the General Conditions.

1.1.41 SPECIFICATIONS
The term “Specifications” means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.42 SUBCONTRACTOR
The term “Subcontractor” means a person or firm that has a contract with CM/Contractor or with a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.
1.1.43 SUBSTANTIAL COMPLETION
See Paragraph 9.7: Substantial Completion, of the General Conditions.

1.1.44 SUPERINTENDENT
The term “Superintendent” means the person designated by CM/Contractor to represent CM/Contractor at the Project site in accordance with Article 3.

1.1.45 TIER
The term “tier” means the contractual level of a Subcontractor or supplier with respect to CM/Contractor. For example, a first-tier Subcontractor is under subcontract with CM/Contractor, a second-tier Subcontractor is under subcontract with a first-tier Subcontractor, and so on.

1.1.46 UNEXCUSABLE DELAY
The term “Unexcusable Delay” means a delay that does not entitle the CM/Contractor to an adjustment of the Contract Sum and does not entitle the CM/Contractor to an adjustment of the Contract Time.

1.1.47 DISTRICT
The term “District” means the San Francisco Community College District.

1.1.48 DISTRICT’S REPRESENTATIVE
The term “District’s Representative” means the person or firm identified as such in the Agreement.

1.1.49 WORK
The term “Work” means the Pre-Construction Services and Construction Work required by the Contract Documents as modified by Change Order or Contract Amendment, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided, or to be provided by, CM/Contractor to fulfill CM/Contractor's obligations without limitation. The Work may constitute the whole or a part of the Project.

1.2 OWNERSHIP AND USE OF CONTRACT DOCUMENTS
1.2.1 The Contract Documents and all copies thereof furnished to or provided by CM/Contractor are the property of District and are not to be used by CM/Contractor on other work.

1.3 INTERPRETATION
1.3.1 The Contract Documents are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, the Qualifications and Assumptions (“Schedule A”) shall take precedence over all other Contract Documents. Specifications shall control over the Drawings. Figured dimensions shall control over scaled measurements.

1.3.2 Organization of the Specifications into various subdivisions and the arrangement of the Drawings shall not control CM/Contractor in dividing the Construction Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.3.3 Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings; and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.3.4 The Contract Documents may omit modifying words such as “all” and “any,” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word “including,” when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters,
whether or not non-limiting language (such as “without limitation,” “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.3.5 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

ARTICLE 2
DISTRICT

2.1 INFORMATION AND SERVICES PROVIDED BY DISTRICT
2.1.1 If required for performance of the Work, as determined by District's Representative, District will make available a survey describing known physical characteristics, boundaries, easements, and utility locations for the Project site.

2.1.2 District is not subject to any requirement to obtain or pay for local building permits, inspection fees, plan checking fees, or certain utility fees. Except as otherwise provided in the Contract Documents, District will obtain and pay for any utility permits, demolition permits, easements, and government approvals for the use or occupancy of permanent structures required in connection with the Construction Work.

2.1.3 CM/Contractor will be furnished, free of charge, such copies of the Progress Documents and Contract Documents as District deems reasonably necessary for execution of the Work.

2.2 ACCESS TO PROJECT SITE

2.2.1 District will provide access to the lands and facilities upon which the Construction Work is to be performed at the time it exercises its Option for Phase 2, including such access and other lands and facilities designated in the Contract Documents for use by CM/Contractor.

2.3 DISTRICT'S RIGHT TO STOP THE WORK

2.3.1 If CM/Contractor fails to correct Defective Work as required by Paragraph 12.2 or fails to perform the Work in accordance with the Contract Documents, District or District's Representative may direct CM/Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by CM/Contractor. CM/Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order. District and District's Representative have no duty or responsibility to CM/Contractor or any other party to exercise the right to stop the Work.

2.4 DISTRICT'S RIGHT TO CARRY OUT THE WORK

2.4.1 If CM/Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and fails within 7 calendar days after receipt of notice from District to promptly commence and thereafter diligently continue to completion the correction of such failure, District may, without prejudice to other remedies District may have, correct such failure at CM/Contractor's expense. In such case, District will be entitled to deduct from payments then or thereafter due CM/Contractor the cost of correcting such failure, including compensation for the additional services and expenses of District's Representative and District's consultants made necessary thereby. If payments then or thereafter due CM/Contractor are not sufficient to cover such amounts, CM/Contractor shall pay the additional amount to District.
2.5 DISTRICT'S DESIGNATED REPRESENTATIVE

The District shall designate in writing a representative who shall have express authority to bind the District with respect to all matters requiring the District's approval or authorization. This representative shall have the authority to make decisions on behalf of the District concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager.

2.6 District may at any time and from time to time, without prior notice to or approval of CM/Contractor, replace District's Representative with a new District's Representative. Upon receipt of notice from District informing CM/Contractor of such replacement and identifying the new District's Representative, CM/Contractor shall recognize such person or firm as District's Representative for all purposes under the Contract Documents.

CM/CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CM/CONTRACTOR

3.1.1 CM/Contractor shall carefully study and compare each of the Contract Documents with the others and with information furnished by District, and shall promptly report in writing to District's Representative any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with Applicable Code Requirements observed by CM/Contractor. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

3.1.2 CM/Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to CM/Contractor before commencing any item of Construction Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to District's Representative and Design Architect and appropriate sub-consultant simultaneously.

3.1.3 If CM/Contractor performs any construction activity which it knows involves an error, inconsistency, or omission referred to in Subparagraphs 3.1.1 and 3.1.2, without notifying and obtaining the written consent of District's Representative, CM/Contractor shall be responsible for the resultant Losses, including, without limitation, the costs of correcting Defective Work.

3.1.4 Contractor shall prepare bid packages, including advertisements and prequalifications with cooperation by the architect and the District and administer the bidding process in accordance with California Public Contract Code.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 CM/Contractor shall supervise, coordinate, and direct the Construction Work using CM/Contractor's best skill and attention. CM/Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Construction Work. CM/Contractor shall manage and administer all phases of construction activities to achieve the completion of all Bid Packages within the requirements of the
Contract Documents. The CM/Contractor shall coordinate the work of its Subcontractors to optimize efficiency and minimize conflict and interference between the various Subcontractors on-site.

3.2.2 CM/Contractor shall be responsible to District for acts and omissions of CM/Contractor's agents, employees, and Subcontractors, and their respective agents and employees as detailed in the Contract Documents.

3.2.3 CM/Contractor shall not be relieved of its obligation to perform the Construction Work in accordance with the Contract Documents either by acts or omissions of District or District's Representative in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons or firms other than CM/Contractor.

3.2.4 CM/Contractor shall be responsible for inspection of all portions of the Construction Work, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Construction Work.

3.2.5 CM/Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. CM/Contractor shall provide competent, fully qualified personnel to perform the Work.

3.2.6 The CM/Contractor's responsibility shall include assuring that its Subcontractors are meeting all the terms of the Contract Documents. CM/Contractor shall provide on-site quality control and inspection to ensure compliance with documents, drawings and contract specifications, schedule coordination and information coordination for all construction activities on the construction site including all General Conditions Work. CM/Contractor shall schedule and coordinate testing and inspection services. This will include coordination with the Subcontractors of the scheduling of all District's Representative inspections, Fire Marshall, Test Labs, Materials Inspectors and other inspections as required. Prior to close-up of concealed areas, the CM/Contractor shall coordinate all Campus Fire Marshall, OSHPD, and all other applicable inspections with the District's Representative and create a punch list and distribute to all affected Subcontractors.

3.2.7 The CM/Contractor shall coordinate all required utility shut downs, road closures, traffic closures, and the like. This coordination shall follow procedures at the Facility, and or direction as provided by the District Representative.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise provided in the Contract Documents, CM/Contractor shall provide and pay for all labor, services, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Construction Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Construction Work.

3.4 CM/CONTRACTOR'S WARRANTY

3.4.1 CM/Contractor warrants to District that all materials and equipment used in or incorporated into the Construction Work will be of good quality, new, and free of liens, claims, and security interests of third parties; that the Construction Work will be of good quality and free from defects; and that the Construction Work will conform with the requirements of the Contract Documents. If required by District's Representative, CM/Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.4.2 The CM/Contractor shall assure that there is no damage of existing utilities; and protect trees and root systems both during demolition and construction.

3.5 TAXES

3.5.1 CM/Contractor shall pay all sales, consumer, use, and similar taxes for the Work or portions thereof provided by CM/Contractor.
3.6 PERMITS, FEES, AND NOTICES

3.6.1 Except for the permits and approvals which are to be obtained by District or the requirements with respect to which District is not subject as provided in Subparagraph 2.1.2, CM/Contractor shall secure and pay for all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Construction Work. CM/Contractor shall deliver to District all original licenses, permits, and approvals obtained by CM/Contractor in connection with the Construction Work prior to the final payment or upon termination of the Contract, whichever is earlier.

3.7 APPLICABLE CODE REQUIREMENTS

3.7.1 CM/Contractor shall perform the Construction Work in accordance with the following Applicable Code Requirements:

.1 All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over District, CM/Contractor, any Subcontractor, the Project, the Project site, the Construction Work, or the prosecution of the Construction Work. Notwithstanding the foregoing, CM at Risk shall have no obligations to perform the construction work in accordance with the above requirements as they relate to design.

.2 All requirements of any insurance company issuing insurance required hereunder as made known to CM at Risk at the time of execution of Phase 2

.3 The Federal Occupational Safety and Health Act and all other Applicable Code Requirements relating to safety.

.4 Applicable titles in the State of California Code of Regulations.

.5 Applicable sections in the State of California Labor Code.

.6 All Applicable Code Requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

3.7.2 Without limiting the foregoing, CM/Contractor shall comply with the provisions regarding nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day set forth in Article 14.

3.7.3 CM/Contractor shall comply with and give notices required by all Applicable Code Requirements, including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5 and applicable sections that follow). CM/Contractor shall promptly notify District's Representative in writing if CM/Contractor becomes aware during the performance of the Work that the Contract Documents are at variance with Applicable Code Requirements.

3.7.4 If CM/Contractor perform Construction Work which it knows is contrary to Applicable Code Requirements, without prior notice to District and District's Representative, CM/Contractor shall be responsible for such Construction Work and any resulting damages including, without limitation, the costs of correcting Defective Work.

3.8 SUPERINTENDENT AND KEY PERSONNEL

3.8.1 CM/Contractor shall employ a competent Superintendent and necessary competent assistants satisfactory to District who shall be in attendance at the Project site at all times during the performance of the Construction Work. The Project Executive and Project Manager shall represent the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed upon written request in each case. Failure to maintain a Superintendent on the
Project site at all times Construction Work is in progress shall be considered a material breach of this Contract, entitling District to terminate the Contract or alternatively, issue a stop Construction Work order until the Superintendent is on the Project site. If, by virtue of issuance of said stop Work order, CM/Contractor fails to complete the Contract on time, CM/Contractor will be assessed Liquidated Damages in accordance with the Agreement.

3.8.2 The Superintendent approved for the Project must be able to read, write and verbally communicate in English. The superintendent may not perform the Construction Work of any trade, pick-up materials, or perform any Construction Work not directly related to the supervision and coordination of the Construction Work at the Project site when Construction Work is in progress.

3.8.3 CM/Contractor shall provide the Key Personnel, in addition to the Superintendent, as listed in the Key Personnel Exhibit to this Contract. Substitution or replacement of any named individual requires the written approval of the District’s Representative and approval will be at the sole discretion of District. Failure to provide the listed individuals at all times Work is in progress shall be considered a material breach of this Contract, entitling District to terminate the Contract or alternatively, issue a Stop Work order until the individual or an acceptable replacement is provided. If, by virtue of issuance of said Stop Work order, CM/Contractor fails to complete the Contract on time, CM/Contractor will be assessed Liquidated Damages in accordance with the Agreement.

3.9 SCHEDULES REQUIRED OF CM/CONTRACTOR

3.9.1 CM/Contractor shall submit a Preliminary Contract Schedule to District's Representative in the form and within the time limit required by the Specifications. District's Representative will review the Preliminary Contract Schedule with CM/Contractor within the time limit required by the Specifications.

3.9.2 CM/Contractor shall submit a Contract Schedule and updated Contract Schedules to District's Representative in the form and within the time limits required by the Specifications and acceptable to District's Representative. District's Representative will determine acceptability of the Contract Schedule and updated Contract Schedules within the time limits required by the Specifications.

3.9.3 The Preliminary Contract Schedule, the Contract Schedule, and updated Contract Schedules shall represent a practical plan to complete the Work within the Contract Time and/or Option Time. Schedules showing the Work completed in less than the Contract Time and/or Option Time may be acceptable if judged by District's Representative to be practical. However, acceptance of such a schedule by District's Representative shall not change the Contract Time and/or Option Time. The Contract Time, as may be extended pursuant to the terms of this Agreement, not the Contract Schedule, shall control in the determination of liquidated damages payable by CM/Contractor under Article 5 and Article 6 of the Agreement and in the determination of any delay under Article 8 of the General Conditions.

3.9.4 CM/Contractor shall prepare and keep current, to the satisfaction of District's Representative, a schedule of submittals that is in the form contained in the Exhibits, as required by the Specifications, and that is coordinated with the Contract Schedule.

3.9.5 The Preliminary Contract Schedule, Contract Schedule, and the Updated Contract Schedules shall meet the following requirements:

.1 Schedules must be suitable for monitoring progress of the Work.
.2 Schedules must provide necessary data about the timing for District decisions and District-furnished items.
.3 Schedules must be in sufficient detail to demonstrate adequate planning for the Work.
.4 Schedules must represent a practical plan to complete the Work within the Contract Time.
District's Representative's review of the form and general content of the Preliminary Contract Schedule, Contract Schedule, and Updated Contract Schedules is for the purpose of determining if the above-listed requirements have been satisfied.

3.9.6 CM/Contractor shall plan, develop, supervise, control, and coordinate the performance of the Construction Work so that its progress and the sequence and timing of Construction Work activities conform to the current accepted Contract Schedule. CM/Contractor shall continuously obtain from Subcontractors information and data about the planning for and progress of the Construction Work and the delivery of equipment, shall coordinate and integrate such information and data into updated Contract Schedules, and shall monitor the progress of the Construction Work and the delivery of equipment. CM/Contractor shall act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors, regardless of tier. CM/Contractor shall cooperate with District's Representative in the development of the Contract Schedule and updated Contract Schedules.

3.9.7 District's Representative's acceptance of or its review comments about any schedule or scheduling data shall not relieve CM/Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Acceptance of or review comments about any schedule shall not transfer responsibility for any schedule to District's Representative or District nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule.

3.9.8 Failure of District's Representative to discover errors or omissions in schedules that it has reviewed, or to inform CM/Contractor that CM/Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule shall not relieve CM/Contractor from its sole responsibility to perform and complete the Work within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.

3.9.9 CM/Contractor shall perform the Work in accordance with the current accepted Contract Schedule.

.1 CM/Contractor shall incorporate in Contract Schedule a work activity of 14 days representing the time period for the District's Representative to obtain approval of each Bid Package Certification. This duration follows and is in addition to the duration in 3.9.10.

3.9.10 The CM/Contractor shall insert, in all Preliminary Contract Schedule(s) and Contract Schedule(s), Work Activity(s) corresponding to each Bid Package immediately following the submittal by CM/Contractor to District of Bid Package Certification and preceding the District issuing a Contract Amendment for the Bid Package. The Work Activity shall be entitled "District Review of Bid Package Certification (Bid Package description)". This Work Activity represents the time required by the District to review the Bid Package Certification and time to resolve any bid protest under the District's Bid Protest Procedures exhibit. The CM/Contractor shall insert a duration of 14 days for all such work activities. CM/Contractor will not be entitled to an extension of the Contract Time or compensation for delay if:

.1 the Contract Amendment is issued on or before the expiration of the duration specified above, or

.2 the decision of the Hearing Officer results in a determination in favor of the protesting party and the CM/Contractor was responsible for the circumstances that resulted in such decision.

3.10 AS-BUILT DOCUMENTS

3.10.1 CM/Contractor shall maintain one set of As-built drawings and specifications, which shall be kept up to date during the Construction Work of the Contract. All changes which are incorporated into
the Construction Work which differ from the documents as drawn and written shall be noted on the As-built set. Notations shall reflect the actual materials, equipment and installation methods used for the Construction Work and each revision shall be initialed and dated by Superintendent. Prior to filing of the Notice of Completion each drawing and the specification cover shall be signed by CM/Contractor and dated attesting to the completeness of the information noted therein. As-built Documents shall be turned over to the District's Representative and shall become part of the Record Documents.

3.11 DOCUMENTS AND SAMPLES AT PROJECT SITE

3.11.1 CM/Contractor shall maintain the following at the Project site:

.1 One as-built copy of the Contract Documents, in good order and marked to record current changes and selections made during construction.
.2 The current accepted Contract Schedule.
.3 Shop Drawings, Product Data, and Samples.
.4 All other required submittals.

These shall be available to District's Representative and shall be delivered to District's Representative for submittal to District upon the earlier of Final Completion or termination of the Contract.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1 Definitions:

.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Construction Work by CM/Contractor or a Subcontractor to illustrate some portion of the Construction Work.
.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CM/Contractor to illustrate or describe materials or equipment for some portion of the Construction Work.
.3 Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Construction Work will be judged.

3.12.2 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate, for those portions of the Construction Work for which submittals are required, how CM/Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.12.3 CM/Contractor shall review, approve, and submit to District's Representative Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of District or of Separate Contractors. Submittals made by CM/Contractor which are not required by the Contract Documents may be returned without action by District's Representative.

3.12.4 CM/Contractor shall perform no portion of the Construction Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been reviewed by District's Representative and no exceptions have been taken by District's Representative. Such Construction Work shall be in accordance with approved submittals and the Contract Documents.

3.12.5 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, CM/Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Construction Work.
3.12.6 If CM/Contractor discovers any conflicts, omissions, or errors in Shop Drawings or other submittals, CM/Contractor shall notify District's Representative and receive instruction before proceeding with the affected Work.

3.12.7 CM/Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by District's Representatives or the Architect's review and approval of Shop Drawings, Product Data, Samples, or similar submittals, unless CM/Contractor has specifically informed District's Representative in writing of such deviation at the time of submittal and District's Representative has given written approval of the specific deviation. CM/Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by District's Representative's review, acceptance, comment, or approval thereof. The Architect shall review and act on submittals within ten (10) business days of receipt. The failure to do so within this time period shall be considered an excusable delay entitling CM/Contractor to an adjustment to the Contract Sum and the Contract Time.

3.12.8 CM/Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by District's Representative on previous submittals.

3.13 USE OF SITE AND CLEAN UP

3.13.1 CM/Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents. CM/Contractor shall not unreasonably encumber the Project site with materials or equipment.

3.13.2 CM/Contractor shall, during performance of the Construction Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by CM/Contractor. CM/Contractor shall remove all excess dirt, waste material, and rubbish caused by the CM/Contractor; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Construction Work.

3.13.3 Personnel of CM/Contractor and Subcontractors shall not occupy, live upon, or otherwise make use of the Project site during any time that Work is not being performed at the Project site, except as otherwise provided in the Contract Documents.

3.14 CUTTING, FITTING, AND PATCHING

3.14.1 CM/Contractor shall do all cutting, fitting, or patching of the Construction Work required to make all parts of the Construction Work come together properly and to allow the Construction Work to receive or be received by work of Separate Contractors shown upon, or reasonably implied by, the Contract Documents.

3.14.2 CM/Contractor shall not endanger the Construction Work, the Project, or adjacent property by cutting, digging, or otherwise. CM/Contractor shall not cut or alter the work of any Separate Contractor without the prior consent of District's Representative.

3.15 ACCESS TO CONSTRUCTION WORK

3.15.1 District, District's Representative, their consultants, and other persons authorized by District will at all times have access to the Construction Work wherever it is in preparation or progress. CM/Contractor shall provide safe and proper facilities for such access and for inspection.

3.16 ROYALTIES AND PATENTS

3.16.1 CM/Contractor shall pay all royalties and license fees required for the performance of the Work. CM/Contractor shall defend suits or claims resulting from CM/Contractor's or any Subcontractor's infringement of patent rights and shall Indemnify District and District's Representative from Losses on account thereof.
3.17 CONCEALED OR UNKNOWN CONDITIONS

3.17.1 Except and only to the extent provided otherwise in Article 7 and 8 of the General Conditions, by signing the Agreement, CM/Contractor agrees:

.1 To bear the risk of concealed or unknown conditions, if any, which may be encountered in performing the Contract as long as those conditions are consistent with all soils reporting and other investigative reporting provided to Contractor prior to execution of Phase 2 and in accordance with Public Contract Code SB 1704; and

.2 That CM/Contractor’s bid for the Contract was made with full knowledge of this risk.

3.17.2 In agreeing to bear the risk of concealed or unknown conditions as set forth above, CM/Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, concealed and/or unknown conditions shall not excuse CM/Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the CM/Contractor to an adjustment of the Contract Sum, unless those conditions are not consistent with all soils reporting and other investigative reporting as indicated above.

3.17.3 If concealed or unknown conditions are encountered which require design details which differ from those design details shown in the Contract Documents and such revised design details will cause an increase or decrease in the cost of, or the time required for performance of the Contract, CM/Contractor shall be entitled to a Change Order modifying the Contract Terms to provide for the change in design details and to provide for an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8.

3.17.4 If CM/Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected, CM/Contractor shall immediately notify District’s Representative in writing of such conditions so that District’s Representative can evaluate whether such conditions require design details which differ from those design details shown in the Contract Documents. CM/Contractor shall be liable to District for any extra costs incurred as the result of CM/Contractor’s failure to promptly give such notice.

3.17.5 Notwithstanding any other terms of this Agreement, unless specifically identified in the contract documents, any hazardous materials, whether deemed within the scope of the Project or an unforeseen condition, will be disposed off-site at the expense of the District. District further agrees to maintain ownership of all pre-existing hazardous materials on site.

3.18 LIABILITY FOR AND REPAIR OF DAMAGED CONSTRUCTION WORK [TO BE REVIEWED BY RISK MANAGEMENT]

3.18.1 CM/Contractor shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood or otherwise) prior to District’s acceptance of the Project as fully completed except that CM/Contractor shall not be liable for:

.1 Losses covered by the builder’s risk property insurance provided by District pursuant to Article 11 of the General Conditions, except that the CM/Contractor shall be liable for the $25,000 deductible.

.2 Earthquake, tidal wave, or flood. As used herein, “flood” shall have the same meaning as in the builder’s risk property insurance.

3.18.2 CM/Contractor shall promptly repair and replace any Construction Work or materials damaged or destroyed for which the CM/Contractor is liable under Paragraph 3.18.1.

3.19 INDEMNIFICATION

3.19.1 CM/Contractor shall Indemnify District, District’s consultants, District’s Representative, District’s Representative’s consultants, and their respective directors, officers, agents, and employees from and against claims, damages, losses and expenses, including but not limited to
attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.19. Notwithstanding the foregoing, CM/Contractor shall not be required to indemnify any licensed professional included in the list of indemnitees set forth herein.

3.19.2 In claims against any person or entity indemnified under this Paragraph 3.19 that are made by an employee of CM/Contractor or any Subcontractor, a person indirectly employed by CM/Contractor or any Subcontractor, or anyone for whose acts CM/Contractor or any Subcontractor may be liable, the indemnification obligation under this Paragraph 3.19 shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for CM/Contractor or any Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

3.19.3 The indemnification obligations under this Paragraph 3.19 shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

3.20 BIDDING

3.20.1 CM/Contractor is responsible as part of Construction Services, to competitively bid all work not performed by the CM/Contractor in accordance with the applicable provisions of the California Public Contract Code and District Policy.

As such, CM/Contractor shall:

.1 Provide public notice of the availability of work to be subcontracted in accordance with Section 10500 et seq. of the Public Contract Code.

.2 The contents of the notice shall state the time and place for receiving and opening of sealed bids and general description of the work.

.3 As authorized by the District, establish reasonable prequalification criteria and standards which are consistent with the competitive bidding laws.

.4 Provide that the subcontracted work be awarded to the lowest responsive and responsible bidder, subject to District’s right, in its sole discretion, to reject all bids and require CM/Contractor to re-bid any subcontract Bid Package.

.5 Receive, open, and analyze for compliance with competitive bidding procedures, the bids received, other than for self-performed work, for Bid Package Contracts.

.6 Provide District with a Bid Package Certification Form certifying to the District that the CM/Contractor has followed the procedures of this section and that the CM/Contractor has determined that the lowest bidder is both responsible and responsive.

.7 Incorporate requirements related to bid protest procedures, pursuant to District Policy, and comply with the procedures in Bid Protest Procedure Exhibit

3.20.2 District will conduct bidding for any Bid Package when the CM/Contractor, a company CM/Contractor has a financial interest in, or a parent company of CM/Contractor, intends to submit a bid to self-perform the work of the Bid Package.

3.20.3 CM/Contractor, a company CM/Contractor has a financial interest in, or a parent company of CM/Contractor will be permitted to submit a bid to self-perform the work of a Bid Package if:
.1 The categories of work to be bid are listed in the Supplementary Conditions, and
.2 CM/Contractor has notified District's Representative in writing within the time period
specified in the Supplementary Conditions of such intent.

3.20.4 The CM/Contractor may elect to bid for Construction Work for Bid Packages that primarily
involve the following specific trade(s) or include as a general condition item:

1. general requirements items such as clean up, safety, miscellaneous carpentry
2. hoisting, tower crane, operators, manlifts.

3.20.5 The CM/Contractor shall provide written notification to District's Representative within 30 days from the Phase 1 Notice to Proceed date if CM/Contractor, a company
CM/Contractor has a financial interest in, or a parent company of CM/Contractor intends to submit a
bid to self-perform the work described above.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 ADMINISTRATION OF THE CONTRACT BY DISTRICT'S REPRESENTATIVE

4.1.1 District's Representative will provide administration of the Contract as provided in the
Contract Documents and will be the representative of District. District's Representative will have
authority to act on behalf of District only to the extent provided in the Contract Documents.

4.1.2 District's Representative will have the right to visit the Project site at such intervals as
dehemed appropriate by the District's Representative. However, no actions taken during such Project
site visit by District's Representative shall relieve CM/Contractor of its obligations as described in the
Contract Documents.

4.1.3 District's Representative will not have control over, will not be in charge of, and will not be
responsible for construction means, methods, techniques, sequences, or procedures, or for safety
precautions and programs in connection with the Construction Work, since these are solely
CM/Contractor's responsibility.

4.1.4 Except as otherwise provided in the Contract Documents or when direct communications
have been specifically authorized, District and CM/Contractor shall communicate through District's
Representative. Communications by CM/Contractor with District's consultants and District's
Representative's consultants shall be through District's Representative. Communications by District
and District's Representative with Subcontractors will be through CM/Contractor. Communications by
CM/Contractor and Subcontractors with Separate Contractors shall be through District's
Representative. CM/Contractor shall not rely on oral or other non-written communications.

4.1.5 Based on District's Representative's Project site visits and evaluations of CM/Contractor's
Applications For Payment, District's Representative will recommend amounts, if any, due
CM/Contractor and will issue Certificates For Payment in such amounts.

4.1.6 District's Representative will have the authority to reject the Work, or any portion thereof,
which does not conform to the Contract Documents. District's Representative will have the authority
to stop the Work or any portion thereof. Whenever District's Representative considers it necessary or
advisable for implementation of the intent of the Contract Documents, District's Representative will
have the authority to require additional inspection or testing of the Work in accordance with the
Contract Documents, whether or not such Work is fabricated, installed, or completed. However, no
authority of District's Representative conferred by the Contract Documents nor any decision made in
good faith either to exercise or not exercise such authority, will give rise to a duty or responsibility of
District or District's Representative to CM/Contractor, or any person or entity claiming under or
through CM/Contractor.
4.1.7 District's Representative will have the authority to conduct inspections in connection with Beneficial Occupancy and to determine the dates of Substantial Completion and Final Completion; will receive for review and approval any records, written warranties, and related documents required by the Contract Documents and assembled by CM/Contractor; and will issue a final Certificate For Payment upon CM/Contractor's compliance with the requirements of the Contract Documents.

4.2 CM/CONTRACTOR CHANGE ORDER REQUESTS

4.2.1 CM/Contractor may request changes to the Contract Sum and/or Contract Time for Extra Work or Delays to completion of the Construction Work. CM/Contractor shall follow the procedures specified in this Paragraph 4.2. Contractor's grounds for such charges to the Contract Sum and/or Contract Time shall include, but not be limited to, the provision of clarifications, drawings, instructions, or interpretations that involve Extra Work or delay completion of the Construction Work.

4.2.2 If CM/Contractor asserts that CM/Contractor is entitled to an adjustment of the Contract Sum and/or Contract Time, then CM/Contractor may submit a Change Order Request on the Cost Proposal form contained in the Exhibits to District's Representative.

4.2.3 A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment to the Contract Sum and/or Contract Time. CM/Contractor shall submit such additional information as may be requested by District's Representative for the purpose of evaluating the Change Order Request. Such additional information shall meet the requirements of Article 7 and/or written documentation demonstrating CM/Contractor's entitlement to a time extension under Paragraph 8.4. If the Change Order Request seeks an adjustment of the Contract Sum for delay, upon request of District's Representative, CM/Contractor shall submit written documentation demonstrating CM/Contractor's entitlement to such an adjustment under Subparagraph 7.3.9.

4.2.4 A condition precedent to obtaining an adjustment of the Contract Sum and/or Contract Time is timely submission of a Change Order Request that meets the requirements set forth in Subparagraph 4.2.3. A Change Order Request will be deemed timely submitted if, and only if, notification is submitted within 14 calendar days of the date the CM/Contractor discovers that a change has occurred that may entitle CM/Contractor to an adjustment of the Contract Sum and/or Contract Time (even if the CM/Contractor has not been damaged, delayed, or incurred extra cost when CM/Contractor discovers the condition giving rise to the Change Order Request). Contractor must provide all added cost or credits related to the change, including subcontractor costs, within 14 days.

4.2.5 If District's Representative issues a decision on all or part of a Change Order Request, the CM/Contractor may contest the decision by filing a Claim under the procedures specified in Paragraph 4.3.

4.3 CLAIMS

4.3.1 The term “Claim” means a written demand or assertion by CM/Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between District and CM/Contractor arising out of or related to the Contract Documents or the performance of the Construction Work, and claims alleging an unforeseen condition or an act, error or omission by District, District's Representative, their agents or employees, or other grounds justifying a change.

4.3.2 If a Claim is subject to the procedures specified in Paragraph 4.2, the Claim arises upon the issuance of a written decision denying in whole or in part CM/Contractor's Change Order Request. If a Claim is not subject to the procedures specified in Paragraph 4.2, the Claim arises when the CM/Contractor discovers the condition or event giving rise to the Claim (even if the CM/Contractor has not been damaged, delayed, or incurred extra cost when the CM/Contractor discovers the condition or event giving rise to the Claim).
4.3.3 A Claim not subject to the procedures specified in Paragraph 4.2 may be asserted if, and only if, the CM/Contractor gives a valid written notice of intent to file the Claim within 14 calendar days of the date the Claim arises under Subparagraph 4.3.2. A written notice of intent to file a claim will be deemed valid, if and only if, it identifies the event or condition giving rise to the Claim and states its projected effect, if any, with respect to the CM/Contractor's entitlement to an adjustment of the Contract Sum and/or the Contract Time.

4.3.4 A Claim must include the following:

1. A statement that it is a Claim and a request for a decision pursuant to Paragraph 4.5.
2. A detailed description of the act, error, omission, unforeseen condition, event or other condition giving rise to the Claim.
3. If the Claim is subject to the procedures specified in Paragraph 4.2, a statement demonstrating that a Change Order Request was timely submitted as required by Subparagraph 4.2.4. If the Claim is not subject to the procedures specified in Paragraph 4.2, a statement demonstrating that a valid notice of intent to file the Claim was timely submitted as required by Subparagraph 4.3.3.
4. A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:
   1. If the Claim involves extra work, a detailed cost breakdown of the amounts claimed, including the items specified in Subparagraph 7.3.2. At the request of the District's Representative, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).
   2. If the Claim involves an error or omission in the Contract Documents: (i) an affirmative representation under penalty of perjury by the CM/Contractor and any affected subcontractors and suppliers that the error or omission was not discovered prior to submitting a bid for the Contract.
   3. If the Claim involves an extension of the Contract Time, written documentation demonstrating the CM/Contractor's entitlement to a time extension under Paragraph 8.4.
   4. If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the CM/Contractor's entitlement to such an adjustment under Subparagraph 7.3.9.

4.4 ASSERTION OF CLAIMS

4.4.1 Claims by CM/Contractor shall be first submitted to District's Representative for decision.

4.4.2 Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by District's Representative, CM/Contractor shall not cause any delay, cessation, or termination in or of CM/Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents provided District continue to make payments in accordance with the Contract Documents.

4.4.3 CM/Contractor shall submit a Claim in writing, together with the supporting data specified in Subparagraph 4.3.4, to District's Representative as soon as possible but not later than 30 days after the date the claim arises under Subparagraph 4.3.2.

4.4.4 CM/Contractor agrees that compliance with the requirements of Subparagraphs 4.2.4, 4.3.3, and 4.4.3 is an express condition precedent to CM/Contractor's right to arbitrate or litigate a Claim.

4.5 DECISION OF DISTRICT'S REPRESENTATIVE ON CLAIMS
4.5.1 District's Representative will timely review Claims submitted by CM/Contractor. If District's Representative determines that additional supporting data are necessary to fully evaluate a Claim, District's Representative will request such additional supporting data in writing. Such data shall be furnished no later than 10 days after the date of such request. District's Representative will render a decision promptly and in any case within 30 days after the later of the receipt of the Claim or the deadline for furnishing such additional supporting data; provided that, if the amount of the Claim is in excess of $50,000, the aforesaid 30-day period shall be 60 days. Failure of District's Representative to render a decision by the applicable deadline will be deemed a decision denying the Claim on the date of the deadline. The District's Representative's decision on a Claim or dispute will include a statement substantially as follows:

“This is a decision under Paragraph 4.5 of the General Conditions of your contract. If you are dissatisfied with the decision, and if you complied with the procedural requirements for asserting claims specified in Article 4 of the General Conditions of your contract, you may have the right to arbitrate or litigate this decision.”

4.5.2 If either CM/Contractor or District disputes District's Representative's decision on a Claim and the amount of the Claim in question, when combined with all other Claims which have been previously appealed from the decision of District's Representative and not yet finally decided, is less than $100,000, such party (the “Disputing Party”) shall have the right, within 30 days after the decision of District's Representative to make a demand for arbitration in accordance with Paragraph 4.7.

4.5.3 If the amount of the Claim in question, when combined with all other Claims which have been appealed from the initial decision of District's Representative and not yet finally decided, is $100,000 or more, the Disputing Party may either make a demand for arbitration or elect to litigate all such claims by making such demand or giving notice of such election to the other party within 30 days after the decision of District's Representative. If the Disputing Party makes a timely demand for arbitration, and the amount of the Claim in question, when combined with all other Claims which have been appealed from the initial decision of District's Representative and not yet finally decided, is $100,000 or more, the other party may elect to litigate all such Claims by giving notice to the American Arbitration Association (“AAA”) within 21 days after its receipt of notice from AAA of the Disputing Party's demand for arbitration. If the other party fails to give notice of its election to litigate within such 21-day period, it shall be deemed to have consented to arbitration and waived the right to litigate. If after commencement of arbitration the unresolved Claims in arbitration are increased to an amount exceeding $100,000 either through amendment or assertion of new Claims, either party may elect to litigate within 21 days following the date that the electing party first receives written notification from AAA that total Claims in arbitration exceed $100,000. If the other party fails to give notice of its election to litigate within such 21-day period as applicable, it shall be deemed to have consented to arbitration and waived the right to litigate.

4.5.4 If a demand for arbitration or, if applicable, notice of election to litigate is not given by either party within 30 days after the decision of District's Representative, District's Representative's decision on the Claim will be final and binding and not subject to appeal or challenge.

4.5.5 Any litigation shall be filed in the Superior Court of the State of California for the County in which the contract was to be performed.

4.5.6 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Contract by negotiation.

4.6 MEDIATION

4.6.1 No earlier than 30 days following the 1) receipt of notice by the other party from the disputing party's demand for arbitration, or 2) receipt by the other party of the disputing party's election to litigate, if the District so chooses, the parties shall submit the matter to non-binding mediation administered by the AAA pursuant to its construction industry mediation rules.
4.6.2 If the Claim in question is less than $25,000 the parties shall not be represented by counsel in the mediation. If the Claim is in excess of $25,000 then the parties may, but shall not be required to, be represented by counsel in mediation. Subparagraph 4.6.1 shall not in any way alter or modify the time limitations otherwise provided for claims as described in this Article 4 and no conduct or settlement negotiation during mediation shall be considered a waiver of District's right to assert that claim procedures were not followed.

4.7 ARBITRATION

4.7.1 A demand for arbitration shall be in writing and shall state the Claim, attach a copy of the decision of District's Representative, state the amount in controversy, if any, and state the remedy sought. Two copies of the demand and attachments and the appropriate filing fee shall be filed with the regional office of the AAA servicing the area of the Project site. Copies of the demand and attachments shall be given to District's Representative and all other parties to the dispute.

4.7.2 Except as modified by this Paragraph 4.7, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The following additional modifications shall be made to the aforesaid AAA rules:

.1 Civil discovery shall be permitted for the production of documents. Other discovery may be permitted in the discretion of the arbitrator. All disputes regarding discovery shall be decided by the arbitrator.

.2 District's Representative and/or District's consultants, shall if required by agreement with District, upon demand by District join in and be bound by the Arbitration. District's Representative and District's consultants will have the same rights in any arbitration proceeding as are afforded by the AAA rules to CM/Contractor and District.

.3 CM/Contractor's sureties shall be bound by any arbitration award and may join in any arbitration proceeding.

.4 Except as provided in Subparagraphs 4.7.2.2. and 4.7.2.3 above, no Subcontractor or other person shall have a right or obligation to join in or be a party to any arbitration proceeding provided for in this Article 4 either directly, by joinder, by consolidation or actions, by counterclaim or crossclaim, or otherwise without the express written consent of District, CM/Contractor, and the joining party.

.5 If more than one demand for arbitration is made by a party with respect to Claims referred to District's Representative, all such Claims shall be consolidated into a single arbitration unless the parties otherwise agree in writing.

.6 If total Claims are less than $50,000, AAA expedited procedures as modified by Article 4 shall apply. If total Claims are between $50,000 and $100,000, they shall be heard by a single arbitrator who shall be an attorney. If total Claims are in excess of $100,000 and are submitted to arbitration, either by agreement or by failure to elect litigation, the controversy shall be heard by a panel of three arbitrators, one of which shall be an attorney.

.7 No hearing shall be held prior to Final Completion unless District and CM/Contractor otherwise agree.

.8 The exclusive forum for determining arbitrability shall be the Superior Court of the State of California.

.9 The AAA shall submit simultaneously to each party to the dispute an identical list of at least 10 names of persons chosen from the National Panel of Commercial Arbitrators, and each party to the dispute shall 10 days from the date of receipt in which to cross off any names objected to, number the remaining names in order of preference and return the list to AAA. If the expedited procedures of the AAA are applicable, the AAA shall submit simultaneously to each party an identical list of 5 proposed arbitrators drawn from the
National Panel of Commercial Arbitrators, and each party may strike 3 names from the list on a peremptory basis and return the list to AAA within 10 days from the date of receipt.

4.7.3 Unless District and CM/Contractor otherwise agree in writing, the arbitration decision shall be made under and in accordance with the laws of the State of California, supported by substantial evidence, and in writing. If the total of all Claims or cross Claims submitted to arbitration is in excess of $50,000, the award shall contain the basis for the decision, findings of fact, and conclusions of law.

4.7.4 Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296.

4.7.5 The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

4.8 WAIVER

4.8.1 A waiver of or failure by District or District's Representative to enforce any requirement in this Article 4, including without limitation the requirements in Subparagraphs 4.2.4, 4.3.3, 4.4.3, 4.4.4 and 4.5.4 in connection with any Claim shall not constitute a waiver of, and shall not preclude the District or District's Representative from enforcing such requirements in connection with any other Claims.

4.8.2 The CM/Contractor agrees and understands that no oral approval, either express or implied, of any Claim shall be binding upon District unless and until such approval is ratified by execution of a written Change Order.
# 4.9 CLAIM PROCEDURES AND DEADLINES

NOTE: This chart is only a summary. Consult the appropriate Paragraph(s) for complete information regarding claim procedures and deadlines.

<table>
<thead>
<tr>
<th>Step</th>
<th>Procedure</th>
<th>Paragraph(s)</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEP #1 - Submit Change Order Request (this step applies to all claims for changes to Contract Sum and/or Contract Time due to acts, errors or omissions of District, District's Representative, their agents or employees or due to unforeseen conditions)</td>
<td>Written Change Order Request to District's Representative stating reason for request and specifying scope of any requested adjustment to Contract Sum and/or Contract Time</td>
<td>4.2</td>
<td>Within 14 calendar days of the date CM/Contractor discovers the reason for the Change Order Request.</td>
</tr>
<tr>
<td>ALTERNATIVE STEP #1 - Submit valid Notice of Intent to File Claim (this step applies to all claims not subject to the Change Order Request procedures specified in Paragraph 4.2).</td>
<td>Written Notice of Intent to File Claim to District's Representative identifying event or condition giving rise to Claim and stating probable effect on CM/Contractor's entitlement to adjustment of Contract Sum and/or Contract Time.</td>
<td>4.3.3</td>
<td>Within 14 calendar days of the date CM/Contractor discovers the reason for the Claim.</td>
</tr>
<tr>
<td>STEP #2 - Submit Claim</td>
<td>Written Claim to District's Representative containing supporting data specified in Subparagraph 4.3.4</td>
<td>4.4.3</td>
<td>Within 30 days of date claim arises. A Claim subject to STEP #1 arises when a final written decision is issued on the CM/Contractor's Change Order Request. A Claim subject to ALTERNATIVE STEP #1 arises when CM/Contractor discovers, or reasonably should discover, the reason for the Claim.</td>
</tr>
<tr>
<td>STEP #3 - Decision of District's Representative</td>
<td>District's Representative reviews Claim, optionally requests additional supporting data and issues decision</td>
<td>4.5.1</td>
<td>30 days from later of date of receipt of Claim or CM/Contractor's deadline for furnishing additional supporting data. [60 days if Claim is in excess of $50,000.] (Failure to issue decision by applicable deadline is deemed a denial on the date of the deadline.)</td>
</tr>
<tr>
<td>STEP #4 - [Claim less than $100,000] Demand for arbitration</td>
<td>Disputing party files demand with AAA</td>
<td>4.5.2</td>
<td>30 days from decision of District's Representative or deemed denial.</td>
</tr>
<tr>
<td>ALT. STEP #4 - [Claims over $100,000] Demand for arbitration or election to litigate</td>
<td>Disputing party files demand for arbitration with AAA or notifies other party of election to litigate</td>
<td>4.5.3</td>
<td>30 days from decision of District's Representative or deemed denial.</td>
</tr>
<tr>
<td>STEP #5 - [Applies only if Alt.#4 applies] Election to litigate by other party</td>
<td>Other party notifies AAA of election to litigate</td>
<td>4.5.3</td>
<td>21 days after receipt of notice from AAA of disputing party's demand for arbitration or 21 days after notice from AAA that Claims submitted to arbitration are increased to an amount in excess of $100,000.</td>
</tr>
<tr>
<td>STEP #6 - Mediation</td>
<td>AAA or party refers to AAA mediator</td>
<td>4.6</td>
<td>Between 30th and 60th day following earlier of receipt of demand for arbitration or disputing party's notice of election to litigate.</td>
</tr>
</tbody>
</table>
ARTICLE 5
SUBCONTRACTORS

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE CONSTRUCTION WORK

5.1.1 Construction Manager at risk shall perform, at a minimum, Community Outreach and other communication methods as identified in the District’s “Small Business Enterprise Program” to advertise upcoming bid opportunities.

Subsequent bid packages will state qualification requirements for SBE goals, financial status, bonding ability and capacity, previous relevant experience, safety performance, and any other information deemed necessary to determine the competency of the bidder. With the bid submittal, the subcontractor will include this prequalification form for review by the CM and the District.

5.1.2 All bids will be evaluated by the CM/Contractor and a recommendation will be made to the District identifying the lowest responsive bidder as it pertains to scope issues, cost, contractual terms, and schedule. Upon such identification, the District’s compliance consultant shall review the recommended subcontractor’s proposed committed SBE program based on pre-determined metrics. Based on the recommendations of the compliance consultant, the District will either (1) authorize CM/Contractor to enter into a subcontract agreement with the proposed subcontractor, or (2) provide a written evaluation as to why the subcontractor has failed to meet the District’s SBE goals and ultimately direct the CM/Contractor to deem the bid as non-responsive. The process will repeat with the next lowest responsive bidder until a selection is made. Any additional cost associated with this award process will be incorporated into the GMP, either as a known value at the time of the GMP or as a change order to the GMP, if the additional cost exceeds the line item value used by the CM/Contractor in the development of the GMP.

5.1.3 Notwithstanding any other terms or conditions of this agreement, it is understood and agreed that the Small Business Enterprise program’s target participation represents a “goal” requirement. CM/Contractor offers no guarantee that the plan’s goals will be achieved, nor is CM/Contractor responsible for any additional costs associated with meeting these goals.

5.1.4 Construction Manager agrees to actively participate in the District's Small Business Enterprise program, including, at a minimum, a “good faith effort” as defined by the Program. All costs associated with re-bidding packages due to a lack of this “good faith effort” as quantified in the program will be borne by the CM/Contractor.

5.2 SUBCONTRACTUAL RELATIONS

5.2.1 Any part of the Construction Work performed for CM/Contractor by a first-tier Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the Construction Work to be performed by the Subcontractor, to be bound to CM/Contractor by the terms of the Contract Documents, to assume toward CM/Contractor all the obligations and responsibilities which CM/Contractor assumes towards District by the Contract Documents, and to perform such portion of the Construction Work in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of District under the Contract Documents, with respect to the Construction Work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. CM/Contractor shall cause each such subcontract to expressly include the following requirements:

1. Subcontractor waives all rights that Subcontractor may have against District for damages caused by fire or other perils covered by builder's risk property insurance carried by CM/Contractor or District, except for such rights Subcontractor may have to the proceeds of such insurance held by District under Article 11.
.2 District and entities and agencies designated by District will have access to and the right to audit and the right to copy at District's cost all of Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Subcontractor shall preserve all such records and other items for a period of at least 3 years after Final Completion.

.3 Subcontractor recognizes the rights of District under Paragraph 5.3, Contingent Assignment of Subcontracts, and agrees, upon notice from District that District has elected to accept said assignment and to retain Subcontractor pursuant to the terms of the subcontract, to complete the unperformed obligations under the subcontract and, if requested by District, to execute a written agreement confirming that Subcontractor is bound to District under the terms of the subcontract.

5.2.2 Upon the request of District, CM/Contractor shall promptly furnish to District a true, complete, and executed copy of any subcontract.

5.2.3 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and District, except when, and only to the extent that, District elects to accept the assignment of the subcontract with such Subcontractor pursuant to Paragraph 5.3, Contingent Assignment of Subcontracts.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 CM/Contractor hereby assigns to District all its interest in first-tier subcontracts now or hereafter entered into by CM/Contractor for performance of any part of the Work. The assignment will be effective upon acceptance by District in writing and only as to those subcontracts which District designates in writing. District may accept said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of CM/Contractor's rights under the Contract Documents. Such assignment is part of the consideration to District for entering into the Contract with CM/Contractor and may not be withdrawn prior to Final Completion.

ARTICLE 6
CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 District reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the Project site, including portions of the Work which have been deleted by Contract Modification. CM/Contractor shall cooperate with District's forces and Separate Contractors.

6.1.2 District will provide coordination of the activities of District's forces and of each Separate Contractor with the Work of CM/Contractor. CM/Contractor shall participate with District and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. CM/Contractor shall make necessary revisions to the Contract Schedule after such joint review.

6.1.3 Unless otherwise provided in the Contract Documents, when the District performs construction or operations related to the Project with the District's own forces, the District shall be deemed to be subject to the same obligations and to have the same rights which apply to the CM/Contractor under the Conditions of the Agreement.
6.2 MUTUAL RESPONSIBILITY

6.2.1 CM/Contractor shall afford District and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. CM/Contractor shall connect, schedule, and coordinate its construction and operations with the construction and operations of District and Separate Contractors as required by the Contract Documents.

6.2.2 If a portion of the Construction Work is dependent upon the proper execution or results of other construction or operations by District or Separate Contractors, CM/Contractor shall inspect such other construction or operations before proceeding with that portion of the Construction Work. CM/Contractor shall promptly report to District's Representative apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Construction Work. Unless otherwise directed by District's Representative, CM/Contractor shall not proceed with the portion of the Construction Work affected until apparent discrepancies or defects have been corrected. Failure of CM/Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by District or Separate Contractors is suitable to receive the Construction Work, except as to defects not then reasonably discoverable.

6.3 DISTRICT'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between CM/Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish, District may clean up and allocate the cost between those firms it deems to be responsible upon 3 calendar days written notice.

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1 District may, from time to time, order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to District.

7.1.2 CM/Contractor may request a Change Order under the procedures specified in Paragraph 4.2.

7.1.3 A Field Order may be issued by District, does not require the agreement of CM/Contractor, and shall be valid with or without the signature of CM/Contractor.

7.1.4 CM/Contractor shall proceed promptly with any changes in the Work, unless otherwise provided in the relevant Change Order or Field Order.

7.2 DEFINITIONS

7.2.1 A Change Order is a Contract Document, as shown in the Exhibits, which has been signed by both District and CM/Contractor, and states their agreement upon all of the following:

.1 A change in the Work, if any.

.2 The amount of an adjustment of the Contract Sum, if any.

.3 The amount of an adjustment of the Contract Time, if any.
7.2.2 A directed Change Order may also be issued by District without CM/Contractor's signature, where District determines that it is in District's best interest to allow CM/Contractor to receive such an adjustment of the Contract Sum or Contract Time as District believes to be properly due CM/Contractor, even though no agreement has been reached between District and CM/Contractor.

7.2.3 A Field Order, (as shown in Exhibits) describes the scope of the change in the Work, the estimated adjustments of the Contract Sum and the Contract Time, if any, and orders a change in the Work before all of the terms of the change are fully agreed upon by District and CM/Contractor.

7.3 CHANGE ORDER PROCEDURES

7.3.1 When requested by District's Representative, CM/Contractor shall provide promptly, but in no event longer than 21 calendar days from the date of the request, a Cost Proposal in the form contained in the Exhibits, setting forth CM/Contractor's proposed adjustments of the Contract Sum and the Contract Time, if any, for performing the proposed change in the Work. Adjustments of the Contract Sum resulting from Extra Work and Deductive Work shall be determined using one of the methods described in Subparagraphs 7.3.5, 7.3.6, or 7.3.7 respectively. Adjustments of the Contract Time shall be subject to the provisions in Article 8.

7.3.2 The term "Cost of Extra Work" as used in this Article shall mean actual costs incurred by CM/Contractor and each Subcontractor regardless of tier involved, and shall be limited to the following (to the extent the CM/Contractor demonstrates that they were actually incurred):

1. Straight-time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.

2. Fringe Benefits and Payroll Taxes for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.

3. Overtime wages or salaries, specifically authorized in writing by District's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.

4. Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by District's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.

5. Costs of materials and consumable items which are furnished and incorporated into the Extra Work as approved by District's Representative. Such costs shall be charged at the lowest price available to the CM/Contractor but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to District and CM/Contractor shall make provisions so that they may be obtained.

6. Sales taxes on the costs of materials and consumable items which are incorporated into and used in the performance of the Extra Work pursuant to Subparagraph 7.3.2.5 above.

7. Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by District's Representative, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall not exceed the current prevailing and published commercial rental charges for the area in which the work is performed. CM/Contractor shall attach a copy of said schedule to the Cost Proposal.
charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work.

.8 Additional costs of royalties and permits due to the performance of the Extra Work.

.9 The cost for Insurance and Bonds shall not exceed the original bond percentage established at time of bid.

.10 Additional staff, general conditions, and general requirements that may be required to manage and supervise the proposed change.

.11 Cost of Insurance.

7.3.3 Cost of Extra Work shall not include any of the following:

.1 Superintendent(s). Currently assigned to the project.

.2 Assistant Superintendent(s). Currently assigned to the project.

.3 Project Engineer(s). Currently assigned to the project.

.4 Project Manager(s). Currently assigned to the project.

.5 Scheduler(s). Currently assigned to the project.

.6 Estimator(s). Unless required for creating the proposal request.

.7 Drafting or Detailing. Unless required for additional shop drawings or submittals.

.8 Small tools (Replacement value does not exceed $300).

.9 Office expenses including staff, materials and supplies.

.10 On-site or off-site trailer and storage rental and expenses. Unless changes or additions are required to accommodate the change.

.11 Site fencing. Unless changes or additions are required to accommodate the change.

.12 Utilities including gas, electric, sewer, water, telephone, telefax, copier equipment.

.13 Data processing personnel and equipment.

.14 Federal, state, or local business income and franchise taxes.

.15 Overhead and Profit.

.16 Costs and expenses of any kind or item not specifically and expressly included in Article 7.3.2.

.17 Costs and expenses of any kind or item specifically and expressly included in definition of CM/Contractor Base Fee.
7.3.4 The term "CM/Contractor Fee" shall mean the full amount of compensation, both direct and indirect (including without limitation all overhead and profit), to be paid to CM/Contractor for its own Work and the Work of all Subcontractors, for all costs and expenses not included in the Cost of Extra Work, whether or not such costs and expenses are specifically referred to in Subparagraph 7.3.3. The CM/Contractor Fee shall not be compounded. The CM/Contractor Fee shall be computed as follows:

.1 Five percent (5%) overhead plus three and four tenths percent (3.4%) fee of the cost of that portion of the Extra Work to be performed by the CM/Contractor with its own forces.

.2 Ten percent (10%) overhead plus Five percent (5%) fee of the cost of that portion of the Work to be performed by a Subcontractor with its own forces, plus Five percent (5%) overhead and Three and four tenths percent (3.4%) fee for the CM/Contractor. Total combined CM/Contractor and Subcontractor fee shall not exceed 23.4%.

.3 Ten percent (10%) overhead plus Five percent (5%) fee of the cost of that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of Subcontractor, plus 5% for the Subcontractor, plus Five percent (5%) overhead and Three and four tenths percent (3.4%) fee for the CM/Contractor. Total combined CM/Contractor, Subcontractor and all sub-subcontractor fee shall not exceed 28.4%.

7.3.5 Compensation for Extra Work authorized by Change Order shall be computed on the basis of one or more of the following:

.1 Where the Work involved is covered by Unit prices contained in the Agreement, by application of the Unit prices stated in the Agreement to the quantities of the items involved.

.2 Where the Work involved is not covered by Unit prices contained in the Agreement, by application of the Unit prices agreed upon by District and CM/Contractor.

.3 By mutual acceptance of a lump sum supported by backup cost proposal pursuant to Subparagraph 7.3.1.

.4 If District and CM/Contractor cannot agree upon one of the methods described in Subparagraphs 7.3.5.2 and 7.3.5.3, then the Cost of Extra Work plus CM/Contractor Fee applicable to such Extra Work shall be used.

7.3.6 As a condition to CM/Contractor's right to an adjustment of the Contract Sum, pursuant to Subparagraph 7.3.5.4, CM/Contractor must keep daily detailed and accurate records itemizing each element of cost and shall provide substantiating records and documentation, including time cards and invoices. Such records and documentation shall be submitted to and approved by District's Representative on a daily basis.

7.3.7 For Work to be deleted by Change Order, the reduction of the Contract Sum shall be computed on the basis of one or more of the following:

.1 Unit prices stated in the Agreement.

.2 Unit prices agreed upon by District and CM/Contractor.

.3 A lump sum agreed upon by District and CM/Contractor, based upon the actual costs which would have been incurred in performing the deleted portions of the Work as calculated in accordance with Subparagraphs 7.3.2 and 7.3.3.

7.3.8 If any one Change involves both Extra Work and Deleted Work in the same portion of the Work, a CM/Contractor Fee will not be allowed if the deductive cost exceeds the additive cost. If the
additive cost exceeds the deductive cost, a CM/Contractor Fee will be allowed only on the difference between the two amounts, subject to limitations in 7.3.5.5.

7.3.9 The Contract Sum will be adjusted for a delay if, and only if, CM/Contractor demonstrates that all of the following four conditions are met:

.1 Condition Number One: The delay results in an extension of the Contract Time pursuant to Subparagraph 8.4.1.

.2 Condition Number Two: The delay is caused by one or more of the following:

   .1 An error or omission in the Contract Documents; or

   .2 The District's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the CM/Contractor; or

   .3 The District's decision to suspend the Work, where such decision is not the result of any default or misconduct of the CM/Contractor; or

   .4 The failure of the District or the District's Representative to timely perform any contract obligation where the failure to so perform is not the result of any default or misconduct of the CM/Contractor.

   .5 The decision of the District to direct the rejection of all bids for a given Bid Package(s) and the rebidding of same, if such rejection is not due to the failure of the CM/Contractor to fulfill its obligation to provide a Project Construction Cost Estimate per the requirements of the Agreement.

   .6 The work of a separate contractor employed by the District, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, Acts of God, sabotage, vandalism, concealed conditions, hazardous materials, the requirements of laws, statutes, regulations and other legal requirements, shortage or unavailability of materials, supplies, labor, equipment and systems, casualties requiring reconstruction or repair to the Work or Project or any parts thereof, or other causes beyond the CM/Contractor's control, or by delay authorized by the District pending negotiation, or by other causes which the Architect determines may justify delay.

.3 Condition Number Three: The delay is not caused, in whole, by an event not listed in Subparagraph 7.3.9.2 above.

7.3.10 For each day of delay that meets all three conditions prescribed in Subparagraph 7.3.9 the Contract Sum will be adjusted by the daily rate included in the Agreement and specifically identified as the rate to be paid to CM/Contractor for Compensable Delays. Pursuant to Subparagraph 9.7.4, said daily rate shall not apply to delays occurring after Substantial Completion. Said daily rate shall not apply to Pre-Construction Services under Phase 1. In the event that a Compensable delay is concurrent with a delay or delays that are not a Compensable Delay, then for the period of time that the delays that are not Compensable Delays are concurrent with a Compensable Delay, the CM/Contractor shall be entitled to an extension of time only, and not additional costs.

7.3.11 Except as provided in Articles 7 and 8, CM/Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

7.3.12 If for any reason one or more of the conditions prescribed in Subparagraph 7.3.9 is held legally unenforceable, the remaining conditions must be met as a condition to obtaining an adjustment of the Contract Time under Subparagraph 7.3.10.
7.4 FIELD ORDERS

7.4.1 A Field Order as described in Subparagraph 7.2.3 above, may be issued by District. If requested in writing, CM/Contractor shall promptly provide District's Representative with a Cost Proposal, in the form contained in the Exhibits, setting forth the proposed adjustments of the Contract Sum and the Contract Time, if any, for performing the change in the Work. The Field Order will be superseded by a Change Order which shall include the actual adjustments, if any, of the Contract Sum and the Contract Time, as well as the scope of the change in the work.

7.4.2 A Field Order signed by CM/Contractor indicates the agreement of CM/Contractor therewith, including CM/Contractor's agreement to the proposed adjustments to the Contract Sum and the Contract Time stated therein. Such agreement shall be effective immediately and will be incorporated into a Change Order.

7.4.3 Upon receipt of a Field Order, CM/Contractor shall promptly proceed with the change in the Work.

7.4.4 If CM/Contractor does not agree to the adjustment of the Contract Sum set forth in a Field Order, the amount shall be determined in accordance with the provisions of Subparagraph 7.3.5.4 above; and CM/Contractor shall comply with the provisions of Subparagraph 7.3.5.4 regarding records and documentation of actual costs.

7.5 VARIATION IN QUANTITY OF UNIT PRICE WORK

7.5.1 District has the right to increase or decrease the quantity of any Unit price item for which an estimated quantity is stated in the Bid Form.

7.6 WAIVER

7.6.1 A waiver of or failure by District or District's Representative to enforce any requirement in this Article 7, including without limitation the requirements in Subparagraphs 7.3.6, 7.3.8, 7.3.9, 7.3.10, 7.3.11, or 7.3.12 in connection with any adjustment of the Contract Sum, will not constitute a waiver of, and will not preclude the District or District's Representative from enforcing, such requirements in connection with any other adjustments of the Contract Sum.

7.6.2 The CM/Contractor agrees and understands that no oral approval, either express or implied, of any adjustment of the Contract Sum by District or its agents shall be binding upon District unless and until such approval is ratified by execution of a written change order.

ARTICLE 8
CONTRACT TIME

8.1 COMMENCEMENT OF THE WORK

8.1.1 The date of commencement of the Work shall be set forth in the Phase I Notice To Proceed. The date of commencement of the Work shall not be postponed by the failure of CM/Contractor, Subcontractors, or of persons or firms for whom CM/Contractor is responsible, to act.
8.2 PROGRESS AND COMPLETION

8.2.1 By signing the Agreement:

.1 CM/Contractor represents to District that the Contract Time is reasonable for performing the Work and that CM/Contractor is able to perform the Work within the Contract Time.

.2 CM/Contractor agrees that District is purchasing the right to have the CM/Contractor present on the Project site for the full duration of the Contract Time, even if CM/Contractor could finish the Contract in less than the Contract Time.

8.2.2 CM/Contractor shall not, except by agreement or instruction of District in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by CM/Contractor. The dates of commencement and completion of the Construction Work shall not be changed by the effective date of such insurance.

8.2.3 CM/Contractor shall proceed expeditiously with adequate forces and shall achieve full Completion of the Work within the Contract Time. If District's Representative determines and notifies CM/Contractor that CM/Contractor's progress is such that CM/Contractor will not achieve full Completion of the Work within the Contract Time, CM/Contractor shall immediately and at no additional cost to District, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the entire Project is completed within the Contract Time. Upon receipt of such notice from District's representative, CM/Contractor shall immediately notify District's Representative of all measures to be taken to ensure full Completion of the Work within the Contract Time. CM/Contractor shall reimburse District for any extra costs or expenses (including the reasonable value of any services provided by District's employees) incurred by District as the result of such measures. Reimbursement to District is limited to the actual cost of wages, including overtime, necessary to monitor, supervise, or inspect the progress of the work generated by an accelerated construction schedule.

8.3 DELAY

8.3.1 Except and only to the extent provided otherwise in Articles 2, 7 and 8, by signing the Agreement, CM/Contractor agrees:

.1 to bear the risk of delays to completion of the Work; and

.2 that CM/Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of delays to completion of the Work, CM/Contractor understands that, except and only to the extent provided otherwise in Articles 2, 7 and 8, the occurrence of events that delay the Work shall not excuse CM/Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the CM/Contractor to an adjustment of the Contract Sum.
8.4 ADJUSTMENT OF THE CONTRACT TIME FOR DELAY

8.4.1 The Contract Time will be extended for a delay, if and only if, CM/Contractor demonstrates that all of the following six conditions are met:

1. Condition Number One: When the event causing the delay commences, the CM/Contractor has substantially complied with all Contract requirements for maintaining, submitting, and updating Contract Schedules such that the District is not prejudiced by CM/Contractor’s failure to comply.

2. Condition Number Two: The delay is critical. A delay is critical if and only to the extent it delays a critical path activity:

   1. If the Contract Schedule shows completion of the entire Project before the Contract Time, a delay is critical if and only to the extent the delay pushes completion of the entire Project to a date that is beyond the Contract Time, based on date of commencement of the Work stated in the Notice to Proceed, or as amended by Change Order.

   2. When two or more delays occur concurrently, and one such concurrent delay by itself without consideration of the other delays would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Time should be adjusted pursuant to Subparagraph 8.4.2, such concurrent critical delays shall be treated as a single delay which commences at the start of the delay that begins first and terminates at the cessation of the delay that ends last.

3. Condition Number Three: The delay is supported by the Contract Schedule (or, if appropriate, the Preliminary Contract Schedule), current at the commencement of the event giving rise to the delay. A delay is supported only to the extent the Contract Schedule (or, if appropriate, the Preliminary Contract Schedule) corroborates that it causes a delay to a critical path activity.

4. Condition Number Four: Within 21 calendar days of the date the CM/Contractor discovers an act, error, omission, unforeseen or other condition causing the delay, (even if the CM/Contractor has not been delayed when the CM/Contractor discovers the condition giving rise to the delay) the CM/Contractor submits a timely Change Order Request that meets the requirements of Paragraph 4.2.

5. Condition Number Five: The delay is not caused by:

   1. CM/Contractor obligations under Article 7;

   2. The financial inability, misconduct or default of the CM/Contractor, a Subcontractor or supplier; or

   3. The unavailability of materials or parts within the commercially reasonable control of CM/Contractor or those for whom CM/Contractor is responsible.

6. Condition Number Six: The delay is caused by:

   1. Fire; or

   2. Strikes, boycotts, or like obstructive actions by employees or labor organizations; or
.3 Acts of God; or

.4 A concealed site condition; or

.5 An error or omission in the Contract Documents; or

.6 The District's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the CM/Contractor; or

.7 The District's decision to suspend the Construction Work, where such decision is not the result of any default or misconduct of the CM/Contractor; or

.8 Sabotage, vandalism, hazardous materials, casualties requiring reconstruction or repair to the Work or Project or any parts thereof, or

.9 The failure of the District or the District's Representative to timely perform any Contract obligation unless such failure is due to CM/Contractor's default or misconduct; or

.10 Other causes beyond the Contractor's control.

.11 "Stormy and inclement weather," but only for such days of stormy and inclement weather in a given month as are in excess of both: (1) the number of days listed below for the month and (2) are in excess of the cumulative total for the contract duration that has expired of Phase 2:

January (2), February (2), March (2), April (1), May (1), June (0), July (0), August (0), September (1), October (1), November (2), and December (2).

In order for a day to be considered a "day of stormy or inclement weather" for the purpose of determining whether CM/Contractor is entitled to a time extension, all of the following conditions must be met:

.1 the day must be a day in which, as a result of rain, fog, or high winds, no critical path work can begin within the first two hours of the workday by CM/Contractor; or is suspended after four hours into the workday, and

.2 the day must be identified in the Contract Schedule as a scheduled work day; and

.3 the CM/Contractor must have employed all reasonable rain mitigation measures to enable the Work to continue on the day; and

.4 all other conditions of Article 8 must be met.

8.4.2 If and only if a delay meets all six conditions prescribed in Subparagraph 8.4.1, then the Contract Time will be extended on a day-for-day basis by the number of days of the delay.

8.4.3 If for any reason one or more of the six conditions prescribed in Subparagraph 8.4.1 is held legally unenforceable, then all remaining conditions must be met as a condition to obtaining an extension of the Contract Time under Subparagraph 8.4.2.
8.5 COMPENSATION FOR DELAY

8.5.1 To the maximum extent allowed by law, any adjustment of the Contract Sum as the result of delays shall be limited to the amounts specified in Article 7.

8.5.2 By signing the Agreement, the parties agree that the District is buying the right to do any or all of the following, which are reasonable and within the contemplation of the parties:

1. To order changes in the Work, regardless of the extent and number of changes, including without limitation:
   .1 Changes to correct errors or omissions, if any, in the Contract Documents.
   .2 Changes resulting from the District's decision to change the scope of the Work subsequent to execution of the Contract.
   .3 Changes due to unforeseen conditions.

2. To suspend the Work or any part thereof.

3. To delay the work, including without limitation, delays resulting from the failure of the District or the District's Representative to timely perform any Contract obligation and delays for District's convenience.
8.6   WAIVER

8.6.1 A waiver of or failure by District or District's Representative to enforce any requirement in this Article 8, including without limitation the requirements in Paragraph 8.4, in connection with any or all past delays shall not constitute a waiver of, and shall not preclude the District or District's Representative from enforcing, such requirements in connection with any present or future delays.

8.6.2 CM/Contractor agrees and understands that no oral approval, either express or implied, of any time extension by District or its agents shall be binding upon District unless and until such approval is ratified by execution of a written Change Order.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 COST BREAKDOWN

9.1.1 Within 10 days after receipt of the Notice of Intent, CM/Contractor shall submit to District's Representative a Cost Breakdown of the Contract Sum in the form contained in the Application for Payment in the Exhibits. The Cost Breakdown shall itemize as separate line items the cost of each Work Activity and all associated costs, including but not limited to warranties, as-built documents, overhead expenses, and the total allowance for profit. Insurance and bonds shall each be listed as separate line items. The total of all line items shall equal the Contract Sum. The Cost Breakdown, when approved by the District's Representative, shall become the basis for determining the cost of Work performed for CM/Contractor's Applications for Payment. The Cost Breakdown shall be amended and updated after each Bid Package is bid and shall be submitted for District approval by the District's Representative. Such approval shall be obtained prior to District issuing a Contract Amendment incorporating the Bid Package into the Contract.

9.2 PROGRESS PAYMENT

9.2.1 District agrees to pay monthly to CM/Contractor, subject to Subparagraph 9.4.2, an amount equal to 90% of the sum of the following:

1. Cost of the Construction Work in permanent place as of the end of the preceding month.

2. Plus cost of materials not yet incorporated in the Construction Work, subject to Subparagraph 9.3.5.

3. Less amounts previously paid.

4. For Pre-Construction Services, the District shall pay CM/Contractor monthly a prorated amount, based on the Contract Sum for Phase 1.

5. Full progress payment without retainage on Construction Manager's general conditions and fee.

9.2.2 At any time after 50% of the Construction Work has been completed, if District finds that satisfactory progress of the Construction Work is being made, District may make any of the remaining progress payments in full, with the consent of the Construction Manager at Risk.
9.2.3 CM/Contractor will identify those subcontractors that should complete early in the project, and District agrees, at time of bid, to release retainage within a reasonable amount of time after the completion of their particular Work.

9.3 APPLICATION FOR PAYMENT

9.3.1 On or before the 2nd day of the month or such other date as is established by the Contract Documents, CM/Contractor shall submit to District's Representative an itemized Application For Payment, for the cost of the Work in permanent place, as approved by District's Representative, which has been completed in accordance with the Contract Documents as of the last day of the preceding month, less amounts previously paid. The Application For Payment shall be prepared as follows:

.1 Use the form contained in the Exhibits.

.2 Itemize in accordance with the Cost Breakdown.

.3 Include such data substantiating CM/Contractor's right to payment as District's Representative may reasonably require, such as invoices, certified payrolls, daily time and material records, and, if securities are deposited in lieu of retention pursuant to Paragraph 9.5, a certification of the market value of all such securities as of a date not earlier than 5 days prior to the date of the Application For Payment.

.4 Itemize retention.

9.3.2 Applications For Payment shall not include requests for payment on account of (1) changes which have not been authorized by Change Orders or (2) amounts CM/Contractor does not intend to pay a Subcontractor because of a dispute or other reason.

9.3.3 If required by District, an Application For Payment shall be accompanied by (1) a summary showing payments that will be made to Subcontractors covered by such application and conditional waivers and releases of claims and stop notices in the form contained in the Exhibits, and (2) unconditional waivers and releases of claims and stop notices, in the form contained in the Exhibits, from each Subcontractor listed in the preceding Application For Payment covering sums disbursed pursuant to that second preceding Application For Payment.

9.3.4 CM/Contractor warrants that, upon submittal of an Application For Payment, all Work, for which Certificates For Payment have been previously issued and payment has been received from District, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of CM/Contractor, Subcontractors, or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment relating to the Work.

9.3.5 The District, District's Representative shall approve for inclusion in the Application For Payment the cost of materials not yet incorporated in the Work but already delivered and suitably stored either at the Project site or at some other appropriate location acceptable to District's Representative. In such case, CM/Contractor shall furnish evidence satisfactory to District's Representative (1) of the cost of such materials and (2) that such materials are under the exclusive control of CM/Contractor. Only materials to be incorporated in the Work will be considered for payment. Any payment shall not be construed as acceptance of such materials nor relieve CM/Contractor from sole responsibility for the care and protection of such materials; nor relieve CM/Contractor from risk of loss to such materials from any cause whatsoever; nor relieve CM/Contractor from its obligation to complete the Work in accordance with the Contract; nor act as a waiver of the right of District to require fulfillment of all terms of the Contract.

9.4 CERTIFICATE FOR PAYMENT
9.4.1 If CM/Contractor has made application in accordance with Paragraph 9.3, District's Representative shall, not later than 5 working days after the date of receipt of the Application For Payment, issue to District, with a copy to CM/Contractor, a Certificate For Payment for such amount as District's Representative determines to be properly due.

9.4.2 Approval of all or any part of an Application For Payment may be withheld, a Certificate For Payment may be withheld, and all or part of a previous Certificate For Payment may be nullified and that amount withheld from a current Certificate For Payment on account of any of the following, all in such maximum amount as may reasonably required to address the following condition(s):

.1 Defective Work not remedied.
.2 Third-party claims against CM/Contractor or District arising from the acts or omissions of CM/Contractor or Subcontractors.
.3 Stop notices.
.4 Failure of CM/Contractor to make timely payments due Subcontractors for material or labor.
.5 A reasonable doubt that the Construction Work can be completed for the balance of the Contract Sum then unpaid.
.6 Damage to District or Separate Contractor for which CM/Contractor is responsible, to the extent not covered by insurance.
.7 Reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance of the Contract Sum would not be adequate to cover District's damages for the anticipated delay.
.8 Failure of CM/Contractor to maintain and update as-built documents.
.9 Failure of CM/Contractor to submit schedules or their updates as required by the Contract Documents.
.10 Performance of Construction Work by CM/Contractor without properly processed Shop Drawings.
.11 Liquidated damages assessed in accordance with Article 6 of the Agreement.
.12 Any other failure of CM/Contractor to perform its material obligations under the Contract Documents.

9.4.3 Subject to the withholding provisions of Subparagraph 9.4.2, District will pay CM/Contractor the amount set forth in the Certificate For Payment no later than 30 days after the issuance of the Certificate For Payment. As soon as the condition(s) justifying withholding have been removed, District shall immediately release the amount held for the existence of such condition.

9.4.4 Neither District nor District's Representative will have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.4.5 Neither a Certificate For Payment nor a progress payment made by District will constitute acceptance of Defective Work.
9.5 DEPOSIT OF SECURITIES IN LIEU OF RETENTION AND DEPOSIT OF RETENTION INTO ESCROW

9.5.1 At the request and expense of CM/Contractor, a substitution of securities may be made for any monies retained by District under Paragraph 9.2 to ensure performance under the Contract Documents. Securities equivalent in value to the retention amount required by the Contract Documents for each Certificate For Payment shall be deposited by CM/Contractor with a state or federally chartered bank in the State of California ("Escrow Agent"), which shall hold such securities pursuant to the escrow agreement referred to in Subparagraph 9.5.3 until final payment is due in accordance with Paragraph 9.8. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. CM/Contractor shall deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.

9.5.2 Alternatively to Subparagraph 9.5.1, and at the request and expense of CM/Contractor, District will deposit retention directly with Escrow Agent. CM/Contractor may direct the investment of such deposited retention into interest bearing accounts or securities, and such deposits, or securities, shall be held by Escrow Agent upon the same terms provided for securities deposited by CM/Contractor.

9.5.3 A prerequisite to the substitution of securities in lieu of retention or the deposit of retention into escrow shall be the execution by CM/Contractor, District, and Escrow Agent of an Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits. The terms of such escrow agreement are incorporated into the requirements of this Paragraph 9.5.

9.6 BENEFICIAL OCCUPANCY

9.6.1 District reserves the right, at its option and convenience, to occupy or otherwise make use of any part of the Construction Work at any time prior to Substantial Completion or Final Completion upon 10 days' notice to CM/Contractor. Such occupancy or use is herein referred to as "Beneficial Occupancy." Beneficial Occupancy shall be subject to the following conditions:

.1 District's Representative will make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to Final Completion. Prior to Beneficial Occupancy, District will issue a Certificate of Beneficial Occupancy on District's form.

.2 Beneficial Occupancy by District shall not be construed by CM/Contractor as an acceptance by District of that portion of the Construction Work which is to be occupied.

.3 Beneficial Occupancy by District shall not constitute a waiver of existing claims of District or CM/Contractor against each other.

.4 CM/Contractor shall provide, in the areas beneficially occupied and on a 24 hour and 7 day week basis as required, utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy. All responsibility for the operation and maintenance of equipment shall remain with CM/Contractor while the equipment is so operated. CM/Contractor shall submit to District an itemized list of each piece of equipment so operated with the date operation commences.

.5 The Guarantee to Repair Periods, as defined in Paragraph 12.2, will commence upon the first dates of actual occupancy or use of portions of the Construction Work actually occupied and equipment or systems fully utilized. Equipment or systems shall not be
considered fully utilized until all parts of the Project served by the equipment or systems are actually occupied and used.

.6 District will pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.

.7 District will pay all utility costs which arise out of the Beneficial Occupancy.

.8 CM/Contractor shall not be responsible for providing security in areas beneficially occupied.

.9 District will use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of CM/Contractor's remaining Construction Work.

.10 CM/Contractor shall not be required to repair damage caused by District in its Beneficial Occupancy.

.11 Except as provided in Paragraph 9.6 and Sections 6, 7 and 8, there shall be no added cost to District due to Beneficial Occupancy.

.12 CM/Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

9.7 SUBSTANTIAL COMPLETION

9.7.1 “Substantial Completion” means the stage in the progress of the Construction Work when the Construction Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair District's ability to occupy and fully utilize the Construction Work for its intended purpose.

9.7.2 When CM/Contractor gives notice to District's Representative that the Construction Work is substantially complete, unless District's Representative determines that the Construction Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, District's Representative will inspect the Construction Work, and prepare and give to CM/Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. CM/Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CM/Contractor to complete all Construction Work in accordance with the Contract Documents. District's Representative will make an inspection to determine whether the Construction Work is substantially complete. If District's Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, CM/Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. CM/Contractor shall then submit a request for another inspection by District's Representative to determine Substantial Completion. Costs for additional inspection by District's Representative subsequent to the second inspection shall be deducted from any monies due and payable to CM/Contractor.

9.7.3 When District's Representative determines that the Construction Work is substantially complete, District's Representative will prepare a Certificate of Substantial Completion on District's form, which, when signed by District, shall establish the date of Substantial Completion and the responsibilities of District and CM/Contractor for security, maintenance, utilities, insurance, and damage to the Construction Work. Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee To Repair Period for the Construction Work covered by the Certificate of Substantial Completion, shall commence on the date of Substantial Completion of the Construction Work except that Substantial Completion shall not commence the Guarantee to Repair Period for any equipment or systems that:
.1 Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of the building which the District has neither Beneficially Occupied nor accepted as Substantially Complete); or

.2 Are not accepted by the District.

The Guarantee To Repair Period for systems which become fully operational and accepted subsequent to Substantial Completion will begin on the date of their acceptance by District. The Certificate of Substantial Completion shall be submitted to District and CM/Contractor for their written acceptance.

9.7.4 The daily rate included in the Agreement and specifically identified as the rate to be paid to CM/Contractor for Compensable Delays shall not apply to any delays occurring after the Construction Work is substantially completed.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of notice from CM/Contractor that the Construction Work is ready for final inspection, District's Representative will make such inspection. Final Completion shall be when District's Representative determines that the Construction Work is fully completed and in accordance with the Contract Documents. District will file a Notice of Completion within 10 days after Final Completion. After receipt of the final Application For Payment, if District's Representative determines that Final Completion has occurred, District's Representative will issue the final Certificate For Payment.

9.8.2 Neither final payment nor any retention shall become due until CM/Contractor submits the following items to District's Representative:

.1 The final Application For Payment and all submittals required in accordance with Paragraph 9.3.

.2 All guarantees and warranties procured by CM/Contractor from Subcontractors, all operating manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents.

The final payment shall be made, subject to the satisfaction of all other conditions to final payment, 35 days after the filing of the Notice of Completion.

9.8.3 Acceptance of final payment by CM/Contractor shall constitute a waiver of all claims, except those previously made in writing and identified by CM/Contractor as unsettled at the time of the final Application For Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 CM/Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 CM/Contractor shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to the following:

.1 Employees involved in the Work and other persons who may be affected thereby.

.2 The Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of CM/Contractor or Subcontractors.

.3 Other property at the Project site and adjoining property.

10.2.2 CM/Contractor shall erect and maintain, as required by existing conditions and performance of the Construction Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying District and users of adjacent sites and utilities.

10.2.3 When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Construction Work, CM/Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

10.2.4 CM/Contractor shall designate a responsible member of CM/Contractor's organization at the Project site whose duty shall be the prevention of accidents. That person shall be the Superintendent, unless otherwise designated by CM/Contractor in writing to District and District's Representative.

10.2.5 CM/Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger the safety of persons or property.

10.3 EMERGENCIES

10.3.1 In an emergency affecting the safety of persons or property, CM/Contractor shall act to prevent or minimize damage, injury, or loss. CM/Contractor shall promptly notify District's Representative, which notice may be oral followed by written confirmation, of the occurrence of such an emergency and CM/Contractor's action.

ARTICLE 11
INSURANCE AND BONDS

11.1 CM/CONTRACTOR'S INSURANCE

11.1.1 CM/Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and District from claims, such as for bodily injury, wrongful death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by CM/Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The amounts of such insurance and any additional insurance requirements are specified in the General Conditions.

11.1.2 The following policies and coverages shall be furnished by CM/Contractor:

.1 COMMERCIAL FORM GENERAL LIABILITY INSURANCE covering all Work done by or on behalf of CM/Contractor and providing insurance for bodily injury, wrongful death, personal injury, property damage, and contractual liability. Except with respect to bodily injury and property damage included within the products and completed operations
hazards, the aggregate limit shall apply separately to Work required of CM/Contractor by these Contract Documents.

.2 BUSINESS AUTOMOBILE LIABILITY INSURANCE on an "Occurrence" form covering owned, hired, leased, and non-owned automobiles used by or on behalf of CM/Contractor and providing insurance for bodily injury and property damage.

.3 WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE as required by Federal and State of California law. CM/Contractor shall also require all of its Subcontractors to maintain this insurance coverage.

11.1.3 The coverages required under this Article 11 shall not in any way limit the liability of CM/Contractor.

11.1.4 Certificates of Insurance, as evidence of the insurance required by these Contract Documents and on the form contained in the Exhibits, shall be submitted by CM/Contractor to District. The Certificates of Insurance shall provide for no cancellation or modification of coverage without 30 days (10 days for non payment of premium) prior written notice to District.

11.1.5 In the event CM/Contractor does not comply with these insurance requirements, District may, at its option, provide insurance coverage to protect District; and the cost of such insurance shall be paid by CM/Contractor and may be deducted from the Contract Sum.

11.1.6 CM/Contractor's insurance as required by Subparagraph 11.1.2, shall, by endorsement to the policies, include the following:

.1 District (City College of San Francisco), its officers, agents, and employees, all of which are identified in the Agreement, will be included as additional insureds for and relating to the Work to be performed by CM/Contractor and Subcontractors. All licensed professional consultants (i. e., architects, engineers) who provide professional liability insurance are excluded from this provision. This shall apply to claims, costs, injuries, or damages, but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of CM/Contractor and Subcontractors.

.2 A Severability of Interest Clause stating that, "The term 'insured' is hereby used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurers' liability."

.3 A Cross Liability Clause stating that, "In the event of claims being made under any of the coverages of the policies referred to herein by one or more insureds hereunder for which another insured hereunder may be liable, then the policies shall cover such insureds against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurers' limits of liability as set forth in the insuring agreements."

.4 District, District's consultants, District's Representative, and District's Representative's consultants will not by reason of their inclusion as insureds incur liability to the insurance carriers for payment of premiums for such insurance.

.5 Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by District, District's consultants, District's Representative, and District's Representative's consultants. This provision, however, shall only apply as per the stipulations of Subparagraph 11.1.6.1.
11.1.7 The form and substance of all insurance policies required to be obtained by CM/Contractor shall be subject to approval by District. All policies required by Subparagraphs 11.1.2.1, 11.1.2.2, and 11.1.2.3 shall be issued by companies with ratings and financial classifications as specified in the Supplementary Conditions.

11.1.8 .1 CM/Contractor shall, by mutual agreement with District, furnish any additional insurance as may be required by District. CM/Contractor shall provide Certificates of Insurance evidencing such additional insurance.

.2 The Certificate of Insurance Exhibit shall show (1) all companies affording coverage and (2) the name of the insured exactly in the manner as shown on the Bid Form. The name of the insured must be the name under which the entity is licensed by the Contractors State License Board.

.3 If insurance company refuses to use the Certificate of Insurance Exhibit, it must attach a Certificate of Insurance evidencing compliance with this Article and Special Provisions 1 through 4 on Certificate of Insurance Exhibit.

11.1.9 At the request of District, CM/Contractor shall submit to District copies of the policies obtained by CM/Contractor.

11.2 BUILDER’S RISK PROPERTY INSURANCE

11.2.1 District will insure all Work while in the course of construction, reconstruction, remodeling, or alteration, including materials incorporated in the Work, against physical loss or damage resulting from the perils normally insured under a "Standard All Risk Course of Construction" policy with a deductible of $25,000 per occurrence, excluding principally the perils of earthquake and flood or other Acts of God. The proceeds under the policies taken out by District insuring the Work and materials will be payable to District and CM/Contractor as their respective interests, from time to time, may appear. CM/Contractor shall be responsible for the deductible amount in the event of a loss. In addition, nothing in this Paragraph 11.2 shall be construed to relieve CM/Contractor of full responsibility for loss of or damage to materials not incorporated in the Work, and for CM/Contractor's tools and equipment used to perform the Work, whether on the Project site or elsewhere, or to relieve CM/Contractor of its responsibilities referred to under this Article 11. The term “materials incorporated in the Work” used in this Paragraph 11.2 shall mean materials furnished while in transit to, stored at, or in permanent place at the Project site. A deductible that cannot be assigned to a particular subcontractor(s) will be reimbursed by CM/Contractor through the Contractor’s Contingency.

11.2.2 Insurance policies referred to under this Paragraph 11.2 shall:

.1 Include a provision that the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by CM/Contractor.

.2 Include a waiver of subrogation against CM/Contractor, its agents, employees, and CM/Contractor's property insurers.

11.2.3 A coverage summary of insurance referred to under this Paragraph 11.2 will be provided to CM/Contractor.

11.3 PERFORMANCE BOND AND PAYMENT BOND
11.3.1 CM/Contractor shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in the Exhibits.

11.3.2 The Payment Bond and Performance Bond shall each be in the amount of the Anticipated Contract Value less the Phase 1 Contract Sum. CM/Contractor shall increase the bonds in an amount commensurate with any increase in the Contract Sum above the Anticipated Contract Value less the Phase 1 Contract Sum.

11.3.3 The Payment Bond and Performance Bond shall be in effect prior to the date the Contract Amendment for Phase 2 is signed by District. The CM/Contractor shall provide Payment Bond and Performance Bond within ten (10) days of Notice of Intent.

11.3.4 CM/Contractor shall promptly furnish such additional security as may be required by District to protect its interests and those interests of persons or firms supplying labor or materials to the Construction Work.

11.3.5 Surety companies used by CM/Contractor shall be, on the date the Contract is signed by District, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

11.3.6 The premiums for the Payment Bond and Performance Bond shall be paid by CM/Contractor as a Cost of the Work.

11.3.7 The CM/Contractor will require Subcontractors whose subcontracts are over $300,000 to furnish performance and payment bonds. CM/Contractor shall be obligee on the performance and payment bonds. If the District directs the CM/Contractor not to require such bonds, the District (i) shall bear all risk for that Subcontractor's default, including all increased costs and charges and extension of Contract Time arising out of such default, and (ii) shall issue a Scope Change(s)/Change Order(s) for such increased costs and extensions of the Contract Time. The District's issuance of such Scope Change(s)/Change Order(s) shall be conditions precedent to commencement or continuation of work in connection with said Subcontractor's default.

Insurance required by Paragraphs 11.1.2.1, 11.1.2.2, and 11.1.2.4 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the District (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

<table>
<thead>
<tr>
<th>Minimum Requirement</th>
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<tbody>
<tr>
<td>11.1.2.1 Commercial Form General Liability Insurance- Limits of Liability</td>
</tr>
<tr>
<td>Each Occurrence-Combined Single Limit for Bodily Injury and Property</td>
</tr>
<tr>
<td>Products-Completed Operations Aggregate</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
</tr>
<tr>
<td>General Aggregate</td>
</tr>
</tbody>
</table>
11.1.2.2 Business Automobile Liability Insurance-Limits of Liability

- Each Accident-Combined Single Limit for Bodily Injury and Property Damage: $1,000,000
- Umbrella Coverage – Combined Single Limit over General Liability, Contractor’s Pollution Legal Liability and Automobile Insurance: $5,000,000
- Contractor’s Pollution Legal Liability Insurance: $1,000,000

11.1.2.4 Professional Liability Insurance - Limits of Liability

- Each Occurrence: $1,000,000
- CM Aggregate Limit: $2,000,000

Insurance required by Paragraph 11.1.2.3 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody’s); or (ii) that are acceptable to the District. Such insurance shall be written for not less than the following:

11.1.2.3 WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY – (as required by Federal and State of California law).

6. MODIFICATION OF GENERAL CONDITIONS ARTICLE 11 – PERFORMANCE BOND AND PAYMENT BOND

Paragraph 11.3 of the General Conditions is replaced with the following revised Paragraph 11.3 if CM/Contractor submitted Bid Security on the form in this Project Manual:

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 CM/Contractor shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in this Project Manual.

11.3.2 The Payment Bond and Performance Bond shall each be in the amount of the Phase 2 Contract Sum.

11.3.3 The Payment Bond and Performance Bond shall be increased so that each is in the amount of the Anticipated Contract Value less the Phase 1 Contract Sum prior to the date the Contract Amendment for Phase 2 is signed by District. CM/Contractor shall increase the bonds in an amount commensurate with any increase in the Contract Sum above the Anticipated Contract Value less the Phase 1 Contract Sum. The CM/Contractor shall provide the increased Payment Bond and the increased Performance Bond within ten (10) days of Notice of Intent.

11.3.4 CM/Contractor shall promptly furnish such additional security as indicated in this paragraph by District to protect its interests and those interests of persons or firms supplying labor or materials to the Construction Work.

11.3.5 Surety companies used by CM/Contractor shall be, on the date the Contract is signed by
11.3.6 The premiums for the Payment Bond and Performance Bond shall be paid by CM/Contractor and included in the GMP.

11.3.7 If CM/Contractor fails to furnish the increased performance and payment bonds required hereunder within 10 days of the District’s issuance of the Notice of Intent District may:

1. Elect to not exercise its Option for Phase 2 and not award a contract for Construction Work to another contractor, in which case the CM/Contractor shall pay to the District, as liquidated damages, $250,000, or

2. Elect to not exercise its Option for Phase 2 and award a contract for the Construction Work to another contractor, in which case the CM/Contractor shall pay to the District the difference between the amount of the Option Sum Phase 2 and the larger amount for which District procures the Work, plus liquidated damages at the rate specified in Article 6 of the Agreement, for each day of delay, beyond the 10 days for furnishing the increased payment and performance bonds, in awarding a contract for the Construction Work to another contractor, or

3. Elect to exercise its Option for Phase 2, after the CM/Contractor furnishes the payment and performance bonds, in which case the CM/Contractor shall pay to the District liquidated damages at the rate specified in Article 6 of the Agreement, for each day of delay beyond the 10 days for furnishing the increased payment and performance bonds.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to District's Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by District's Representative, be uncovered for District’s Representative’s observation and be replaced at CM/Contractor’s expense without adjustment of the Contract Time or the Contract Sum.

12.1.2 If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which District's Representative has not specifically requested to observe prior to its being covered, District's Representative may request to see such Work and it shall be uncovered and replaced by CM/Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Work shall be added to the Contract Sum by Change Order; and if the uncovering and replacing of the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, CM/Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or the Contract Sum.

12.2 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD

12.2.1 The term "Guarantee To Repair Period" means a period of 1 year, unless a longer period of time is specified, commencing as follows:

.1 For any Construction Work not described as incomplete in the Certificate of Substantial Completion, on the date of Substantial Completion.
.2 For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion pursuant to Paragraph 9.6, from the first date of such Beneficial Occupancy or actual use, as established in a Certificate of Beneficial Occupancy.

.3 For all Construction Work other than .1 or .2 above, from the date of Final Completion.

12.2.2 CM/Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Construction Work or during the Guarantee To Repair Period and (2) replace, repair, or restore to District's satisfaction any other parts of the Construction Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. CM/Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from District's Representative or District, but in no case later than 10 days after receipt of such notice; and CM/Contractor shall diligently and continuously prosecute such correction to completion. CM/Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all Losses resulting from such Defective Work, including additional testing, inspection, and compensation for District's Representative's services and expenses. CM/Contractor shall perform corrective Construction Work at such times that are acceptable to District and in such a manner as to avoid, to the extent practicable, disruption to District's activities.

12.2.3 If immediate correction of Defective Work is required for life safety or the protection of property and is performed by District or Separate Contractors, CM/Contractor shall pay to District all reasonable costs of correcting such Defective Work. CM/Contractor shall replace, repair, or restore to District's satisfaction any other parts of the Construction Work and any other real or personal property which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

12.2.4 CM/Contractor shall remove from the Project site portions of the Work and materials which are not in accordance with the Contract Documents and which are neither corrected by CM/Contractor nor accepted by District.

12.2.5 If CM/Contractor fails to commence correction of Defective Work within 10 days after notice from District or District's Representative or fails to diligently prosecute such correction to completion, District may correct the Defective Work in accordance with Paragraph 2.4; and, in addition, District may remove the Defective Work and store salvageable materials and equipment at CM/Contractor's expense.

12.2.6 If CM/Contractor fails to pay the costs of such removal and storage as required by Subparagraphs 12.2.4 and 12.2.5 within 10 days after written demand, District may, without prejudice to other remedies, sell such materials at auction or at private sale, or otherwise dispose of such material. CM/Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which CM/Contractor is liable to District, including compensation for District's Representative's services and expenses. If such proceeds of sale do not cover costs and damages for which CM/Contractor is liable to District, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due CM/Contractor or the remaining payments are insufficient to cover such deficiency, CM/Contractor shall promptly pay the difference to District.

12.2.7 CM/Contractor's obligations under this Article 12 are in addition to and not in limitation of its warranty under Paragraph 3.4 or any other obligation of CM/Contractor under the Contract Documents. Enforcement of CM/Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies District may have under the Contract Documents or at law or in equity for Defective Work. Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to other obligations of CM/Contractor under the Contract Documents. Establishment of the Guarantee To Repair Period relates only to the specific obligation of CM/Contractor to correct the Construction Work.
12.3 PERFORMANCE REQUIREMENTS AND CORRECTIVE WORK

CM/Contractor warrants that all Work has been installed in a workmanlike manner and is in conformance with the Contract Documents. Issues arising out of a system's or assembly's ability to meet certain performance criteria, (i.e., vibration limits, acoustical ratings, air and water volumes), shall be considered in whole as design issues, for which the District will issue a Change Order if necessary to correct the construction based on new design criteria, as long as the installation of such systems and assemblies is in conformance with the Contract Documents.

ARTICLE 13
TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 TERMINATION BY CM/CONTRACTOR

13.1.1 Subject to Subparagraph 13.1.2, CM/Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

.1 The Construction Work is stopped for 90 consecutive days, through no act or fault of CM/Contractor, any Subcontractor, or any employee or agent of CM/Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

.2 District fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days after receipt of notice from CM/Contractor stating the nature of such default.

.3 Repeated suspensions by District, other than such suspensions as are agreed to by CM/Contractor under Paragraph 13.3, which constitute in the aggregate more than 20% of the Contract Time or 90 days, whichever is larger.

13.1.2 Upon the occurrence of one of the events listed in Subparagraph 13.1.1, CM/Contractor may, upon 10 days additional notice to District and District's Representative, and provided that the condition giving rise to CM/Contractor's right to terminate is continuing, terminate the Contract.

13.1.3 Upon termination by CM/Contractor, District will pay to CM/Contractor the sum determined by Subparagraph 13.4.4. Such payment will be the sole and exclusive remedy to which CM/Contractor is entitled in the event of termination of the Contract by CM/Contractor pursuant to Paragraph 13.1; and CM/Contractor will be entitled to no other compensation or damages and expressly waives the same.

13.2 TERMINATION BY DISTRICT FOR CAUSE

13.2.1 District will have the right to terminate the Contract for cause at any time after the occurrence of any of the following events:

.1 CM/Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
.2 CM/Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.

.3 A receiver is appointed to take charge of CM/Contractor's property.

.4 The commencement or completion of any Work activity on the critical path is 14 days or more behind the date set forth in the Contract Schedule for such Work activity, and which results in an Unexcusable Delay and the District has not been presented with a reasonable recovery schedule.

.5 CM/Contractor abandons the Work.

13.2.2 Upon the occurrence of any of the following events, District will have the right to terminate the Contract for cause if CM/Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from District, or within such longer period of time as is reasonably necessary to complete such cure:

.1 CM/Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.

.2 CM/Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from District.

.3 CM/Contractor disregards Applicable Code Requirements for which it is responsible.

.4 CM/Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.

.5 CM/Contractor is in default of any other material obligation under the Contract Documents.

.6 CM/Contractor persistently or materially fails to comply with applicable safety requirements.

13.2.3 Upon any of the occurrences referred to in Subparagraphs 13.2.1 and 13.2.2, District may, at its election and by notice to CM/Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by CM/Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method District may deem expedient. If requested by District, CM/Contractor shall remove any part or all of CM/Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if CM/Contractor fails to do so, District may remove or store, and after 90 days sell, any of the same at CM/Contractor's expense.

13.2.4 If the Contract is terminated by District as provided in this Paragraph 13.2, CM/Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Construction Work by District.

13.2.5 If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for District staff time, plus all Losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to CM/Contractor. If such costs, expenses, Losses, and liquidated damages exceed the unpaid balance of the Contract Sum, CM/Contractor shall pay such excess to District.
13.2.6 No termination or action taken by District after termination shall prejudice any other rights or remedies of District provided by law or by the Contract Documents upon such termination; and District may proceed against CM/Contractor to recover all Losses suffered by District.

13.3 SUSPENSION BY DISTRICT FOR CONVENIENCE

13.3.1 District may, at any time and from time to time, without cause, order CM/Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to 90 days, as District may determine, with such period of suspension to be computed from the date of delivery of the written order. Such order shall be specifically identified as a “Suspension Order” under this Paragraph 13.3. The Work may be stopped for such further period as the parties may agree. Upon receipt of a Suspension Order, CM/Contractor shall, at District's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of Work stoppage. Within 90 days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by CM/Contractor and District, District shall either cancel the Suspension Order or delete the Work covered by such Suspension Order by issuing a Change Order.

13.3.2 If a Suspension Order is canceled or expires, CM/Contractor shall continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. Any Claim by CM/Contractor for an adjustment of the Contract Sum or the Contract Time shall be made within 21 days after the end of the Work suspension. CM/Contractor agrees that submission of its claim within said 21 days is an express condition precedent to its right to Arbitrate or Litigate such a claim.

13.3.3 The provisions of this Paragraph 13.3 shall not apply if a Suspension Order is not issued by District. A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

13.4 TERMINATION BY DISTRICT FOR CONVENIENCE

13.4.1 District may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to CM/Contractor. Upon such termination, CM/Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of CM/Contractor, District shall pay CM/Contractor in accordance with Subparagraph 13.4.4.

13.4.2 Upon receipt of notice of termination under this Paragraph 13.4, CM/Contractor shall, unless the notice directs otherwise, do the following:

.1 Immediately discontinue the Work to the extent specified in the notice.

.2 Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Construction Work as is not discontinued.

.3 Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.

.4 Thereafter do only such Construction Work as may be necessary to preserve and protect Construction Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

13.4.3 Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to CM/Contractor's obligations under Subparagraph 13.4.2, as to bona fide obligations assumed by CM/Contractor prior to the date of termination.
13.4.4 Upon such termination, District shall pay to CM/Contractor the sum of the following:

.1 The amount of the Contract Sum allocable to the portion of the Work properly performed by CM/Contractor as of the date of termination, less sums previously paid to CM/Contractor.

.2 Plus an amount equal to the lesser of ½% of our original contract sum or 5% of the difference between the Contract Sum and the amount of the Contract Sum allocable to the portion of the Work properly performed by CM/Contractor as of the date of termination.

.3 Plus previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.

.4 Plus any proven Losses with respect to materials and equipment directly resulting from such termination.

.5 Plus reasonable demobilization costs.

.6 Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and Losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which CM/Contractor is entitled in the event of termination of the Contract by District pursuant to Paragraph 13.4; and CM/Contractor will be entitled to no other compensation or damages and expressly waives same.

ARTICLE 14
STATUTORY REQUIREMENTS

14.1 NOT USED

14.2 NONDISCRIMINATION

14.2.1 For purposes of this Paragraph 14.2, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

14.2.2 CM/Contractor shall comply and shall ensure that all Subcontractors comply with Section 12900, and the applicable sections that follow, of the State of California Government Code.

14.2.3 CM/Contractor agrees as follows during the performance of the Work:

.1 CM/Contractor shall not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ancestry, national origin, local custom, habit, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or District's policy). All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, national origin, local custom, habit, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or District's policy). Such equal treatment shall apply, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2 CM/Contractor shall send to each labor union with which it has a collective bargaining agreement or other contract or understanding written notice of their obligations under this paragraph.

3 CM/Contractor and all Subcontractors will permit access to their records of employment, employment advertisements, application forms, and other pertinent data and records by District or any appropriate agency of the State of California designated by District for the purposes of investigation to ascertain compliance with this Paragraph 14.2. The outcome of the investigation may result in the following:

1 A finding of willful violation of the provisions of this Contract or of the Fair Employment Practices Act may be regarded by District as (1) a basis for determining that CM/Contractor is not a “responsible bidder” as to future contracts for which such CM/Contractor may submit bids or (2) a basis for refusing to accept or consider the bids of CM/Contractor for future contracts.

2 District may deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has (1) investigated and determined that CM/Contractor has violated the Fair Employment Practices Act and (2) issued an order under the State of California Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

3 Upon receipt of such written notice from the Fair Employment Practices Commission, District may notify CM/Contractor that, unless it demonstrates to the satisfaction of District within a stated period that the violation has been corrected, CM/Contractor's bids on future projects will not be considered.

4 CM/Contractor agrees that, should District determine that CM/Contractor has not complied with this Paragraph 14.2, CM/Contractor shall forfeit to District, as a penalty, for each day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in Paragraph 14.3 for violation of prevailing wage rates. Such penalty amounts may be recovered from CM/Contractor; and District may deduct any such penalty amounts from the Contract Sum.

5 Nothing contained in this Paragraph 14.2 shall be construed in any manner so as to prevent District from pursuing any other remedies that may be available at law.

6 CM/Contractor shall meet the following standards for compliance and provide District with satisfactory evidence of such compliance upon District's request, which shall be evaluated in each case by District:

1 CM/Contractor shall notify its Superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereto.

2 CM/Contractor shall notify all sources of employee referrals (including unions, employment agencies, and the State of California Department of Employment) of the nondiscrimination requirements of the Contract Documents by sending to such sources and by posting the Notice of Equal Employment Opportunity (EEO).

3 CM/Contractor or its representative shall, through all unions with whom it may have agreements, develop agreements that (1) define responsibilities for nondiscrimination in hiring, referrals, upgrading, and training and (2) implement an affirmative nondiscrimination program, in terms of the unions’ specific areas of skill
and geography, such that qualified minority women, non-minority women, and
minority men shall be available and given an equal opportunity for employment.

.4 CM/Contractor shall notify District of opposition to the nondiscrimination
requirements of the Contract Documents by individuals, firms, or organizations
during the term of the Contract.

.7 CM/Contractor shall include the provisions of the foregoing Subparagraphs
14.2.3.1 through 14.2.3.6 in all subcontracts with Subcontractors, so that such provisions
will be binding upon each such Subcontractor.

14.3 PREVAILING WAGE RATES

14.3.1 For purposes of this Paragraph 14.3, the term Subcontractor shall not include suppliers,
manufacturers, or distributors.

14.3.2 CM/Contractor shall comply and shall ensure that all Subcontractors comply with Section
1770, and the applicable sections that follow, including Section 1775 of the State of California Labor
Code.

14.3.3 The State of California Department of Industrial Relations has ascertained the general
prevailing per diem wage rates in the locality in which the Work is to be performed for each craft,
classification, or type of worker required to perform the Work. A schedule of the general prevailing
per diem wage rates will be on file at District's principal facility office and will be made available to any
interested party upon request. By this reference, such schedule is made part of the Contract
Documents. CM/Contractor shall pay not less than the prevailing wage rates, as specified in the
schedule and any amendments thereto, to all workers employed by CM/Contractor in the execution of
the Work. CM/Contractor shall cause all subcontracts to include the provision that all Subcontractors
shall pay not less than the prevailing rates to all workers employed by such Subcontractors in the
execution of the Work. CM/Contractor shall forfeit to District, as a penalty, not more than $50 for each
calendar day or portion thereof for each worker that is paid less than the prevailing rates as
determined by the Director of Industrial Relations for the work or craft in which the worker is employed
for any portion of the Work done by CM/Contractor or any Subcontractor. The amount of this penalty
shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts
may be deducted from the Contract Sum. CM/Contractor shall also pay to any worker who was paid
less than the prevailing wage rate for the work or craft for which the worker was employed for any
portion of the Work, for each day, or portion thereof, for which the worker was paid less than the
specified prevailing per diem wage rate, an amount equal to the difference between the specified
prevailing per diem wage rate and the amount which was paid to the worker.

14.4 PAYROLL RECORDS

14.4.1 For purposes of this Paragraph 14.4, the term Subcontractor shall not include suppliers,
manufacturers, or distributors.
14.4.2 CM/Contractor and all Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, worker, or other employee employed in connection with the Work. All payroll records shall be certified as being true and correct by CM/Contractor or Subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of CM/Contractor on the following basis:

.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.

.2 A certified copy of all payroll records shall be made available for inspection upon request to District, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

.3 A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of CM/Contractor or Subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by District shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of CM/Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

14.4.3 CM/Contractor shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. CM/Contractor shall inform District of the location of such payroll records for the Project, including the street address, city, and county; and CM/Contractor shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph 14.4 or with the State of California Labor Code Section 1776, CM/Contractor shall have 10 days in which to comply following receipt of notice specifying in what respects CM/Contractor must comply. Should noncompliance still be evident after the 10 day period, CM/Contractor shall forfeit to District, as a penalty, $25 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Contract Sum.

14.5 APPRENTICES

14.5.1 For purposes of this Paragraph 14.5, the term Subcontractor shall not include suppliers, manufacturers, and distributors.

14.5.2 Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by CM/Contractor and Subcontractors as apprentices. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is indentured.

14.5.3 Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the Construction Work in the craft or trade to which the apprentice is indentured.
14.5.4 When CM/Contractor or Subcontractors employ workers in any apprenticeship craft or trade on the Construction Work, CM/Contractor or Subcontractors shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving CM/Contractor or Subcontractors under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeymen who shall be employed in the craft or trade on the Construction Work. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 apprentice for each 5 journeymen, except as permitted by law. CM/Contractor or Subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeymen fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

14.5.5 “Apprenticeship craft or trade,” as used in this Paragraph 14.5, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

14.5.6 If CM/Contractor or Subcontractors employ journeymen or apprentices in any apprenticeship craft or trade in the area of the Project site, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the area of the Project site are contributing, CM/Contractor and Subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeymen or apprentices on the Construction Work in the same amount or upon the same basis and in the same manner done by the other contractors. CM/Contractor may include the amount of such contributions in computing its bid for the Contract; but if CM/Contractor fails to do so, it shall not be entitled to any additional compensation therefor from District.

14.5.7 In the event CM/Contractor willfully fails to comply with this Paragraph 14.5, it will be considered in violation of the requirements of the Contract.

14.5.8 Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by CM/Contractor or Subcontractors of journeymen trainees who may receive on-the-job training to enable them to achieve journeymen status in any craft or trade under standards other than those set forth for apprentices.

14.6 CONSTRUCTION WORK DAY

14.6.1 CM/Contractor shall not permit any worker to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. CM/Contractor shall forfeit to District, as a penalty, $25 for each worker employed in the execution of this Contract by CM/Contractor, or any Subcontractor, for each day during which such worker is required or permitted to work more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Paragraph 14.6 or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the Contract Sum. CM/Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of District, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.
15.1 GOVERNING LAW

15.1.1 The Contract shall be governed by the law of the State of California.

15.2 SUCCESSORS AND ASSIGNS

15.2.1 District and CM/Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the Contract.

15.3 RIGHTS AND REMEDIES

15.3.1 All District’s rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies of District under the Contract Documents or otherwise available at law or in equity.

15.3.2 No action or failure to act by District or District's Representative will constitute a waiver of a right afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by District or District's Representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

15.3.3 No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against District, District's Representative, or CM/Contractor.

15.4 SURVIVAL

15.4.1 The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, payment obligations, and District's right to audit CM/Contractor's books and records, shall remain in full force and effect after Final Completion or any termination of the Contract.

15.5 COMPLETE AGREEMENT

15.5.1 The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Articles 7 and 16.

15.6 SEVERABILITY OF PROVISIONS

15.6.1 If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15.7 DISTRICT’S RIGHT TO AUDIT

15.7.1 District and entities and agencies designated by District will have access to and the right to audit and the right to copy at District's cost all of CM/Contractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda
relating to the Work. CM/Contractor shall preserve all such records and other items for a period of at least 3 years after Final Completion.

15.8 NOTICES

15.8.1 Except as otherwise provided, all notices, requests, demands, and other communications to be given under the Contract Documents shall be in writing and shall be transmitted by one of the following methods:

.1 Personally delivered.
.2 Sent by telex where receipt is confirmed.
.3 Sent by courier where receipt is confirmed.
.4 Sent by registered or certified mail, postage prepaid, return receipt requested.
.5 E mail attachment.

Such notices and other communications shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Such notices and communications shall be given at the respective street addresses set forth in the Agreement. Such street addresses may be changed by notice given in accordance with this Paragraph 15.8.

15.9 TIME OF THE ESSENCE

15.9.1 Time limits stated in the Contract Documents are of the essence of the Contract.

ARTICLE 16
CONTRACT AMENDMENTS

16.1 GENERAL

16.1.1 Contract Amendments shall be used to modify the Contract when either the District elects to exercise an Option, or to incorporate Construction Work from a District approved Bid Package. Contract Amendments will be issued by the District unilaterally and do not require the signature of the CM/Contractor.

16.2 ADJUSTMENT OF PERFORMANCE AND PAYMENT BONDS AND BUILDER’S RISK INSURANCE

16.2.1 The amount of the Payment and Performance Bonds shall be increased by CM/Contractor, as appropriate, pursuant to Article 11.3.2 upon the District's issuance of a Contract Amendment. District shall withhold payment until increased Performance and Payment Bonds are received, if they are not received within 21 calendar of the Contract Amendment.

16.3 OPTION

16.3.1 When a Contract Amendment is issued for the District Option, it shall increase the Contract Sum by the amount of the Option Sum - Phase 2 and will extend the Contract Time as set forth in the Agreement. No other increase of the CM/Contractor Base Fee, cost of General Conditions Work, or any other cost of the Work shall be included in the Contract Amendment; all such cost shall be included in the CM/Contractor’s Option Sum - Phase 2.
16.4 BID PACKAGE(S)

16.4.1 When a Contract Amendment is issued to incorporate the Work of a Bid Package, only the Contract Sum will be adjusted. Contract Time associated with Bid Packages shall be incorporated into the Contract when the District elects to exercise its Option for Phase 2. The Contract Sum will only be adjusted by the amount approved by the District in the Bid Package; no additional cost for CM/Contractor's Base Fee, General Conditions Work, or any other cost of the Work shall be included in the Contract Amendment.
PART 1. GENERAL

1.01 GENERAL INFORMATION

1. To be eligible for an award of a construction contract each Bid Package Contractor must agree to comply with the requirements of the San Francisco Community College District (District) SBE Program. The Bid Package Contractor is responsible for and must comply with all the details contained in the rules, regulations and requirements.

Copies of the District SBE Program are available on the District’s web site located at: www.ccsf.edu/build.

2. Assistance in finding certified small contractors:
   The following agency maintains list of certified Small Business Enterprises (SBE) firms.

<table>
<thead>
<tr>
<th>The California Department of General Services</th>
<th>San Francisco Human Rights Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>707 Third Street</td>
<td>25 Van Ness Avenue, # 800</td>
</tr>
<tr>
<td>West Sacramento, CA 95605-2811</td>
<td>San Francisco, CA 94102-6033</td>
</tr>
<tr>
<td>(916) 376-5000</td>
<td>(415) 252-2500</td>
</tr>
</tbody>
</table>

1.02.1 REQUIRED FORMS TO BE SUBMITTED

1. Forms that must be submitted with the bid:

   Form 1:  SBE BID DISCOUNT APPLICATION
   Form 2:  IDENTIFICATION LISTING OF BID PACKAGE CONTRACTOR, SUBCONTRACTORS, AND SBE SUBCONTRACTORS
   Form 3:  SBE SFHRC CERTIFICATION AFFIDAVIT (for SFHRC certified firms only)
   Form 4:  SBE COMPLIANCE AFFIDAVIT
   Form 5:  EQUAL OPPORTUNITY AND NON-DISCRIMINATION IN EMPLOYMENT CERTIFICATION AND WORKFORCE DATA COMPLIANCE FORM

2. Additional forms to be submitted by the successful Bid Package Contractor after the execution of the contract:
Form 6: MONTHLY SUBCONTRACTOR PROGRESS REPORT
Form 7: EXIT REPORT AND AFFIDAVIT
1.03 INSTRUCTIONS FOR FORMS REQUIRED TO BE SUBMITTED

1. Form 1: SBE Bid Discount Application

Bid Package Contractors meeting the SBE participation goal for their Bid Package are eligible to receive a bid discount equal to five percent of the lowest bid up to a maximum discount of $50,000. Bid Package Contractors wishing to receive the bid discount must complete Form 1 and submit it with the bid by the bid due date and time. If you fail to do so, you will be denied the bid discount on this contract.

2. Form 2: Identification Listing of Bid Package Contractor, Subcontractors, and SBE Subcontractors:

Form 2 must be submitted with the bid to identify all subcontractors or suppliers performing over one-half of 1% of bid amount. Form 2 is also used to demonstrate how the Bid Package Contractor will meet the SBE subcontracting goal. The SBE goal is set forth in the Invitation For Bid.

3. Form 3: SBE SFHRC Certification Affidavit

Firms that meet the District criteria for a Small Business Enterprise (SBE) complete this certification affidavit signed under penalty of perjury and are subject to penalties outlined in the Compliance Affidavit. This certification affidavit states that the business meets the size standards for SBE participation as set forth under the District’s SBE Program. Firms certified by the San Francisco Human Rights Commission must complete this form when claiming SBE status.

4. Form 4: SBE Compliance Affidavit:

The affidavit must be completed and submitted with the bid, or the bid will be determined non-responsive and rejected.

5. Form 5: Equal Opportunity And Non-Discrimination In Employment Certification and Workforce Data Compliance Form

6. Forms 6 and 7: Monthly Subcontractor Progress Report and Exit Report Affidavit

These forms are for progress payment reports by the Bid Package Contractor during the life of the project. These forms are provided herein and the instructions are contained on each form.

Submittal of these forms is required only for firms being awarded a contract. The data is being collected primarily for statistical purposes relative to the District’s hire City College students/graduates policy and to verify compliance with federal laws governing equal opportunity employment practices.
1.04 BID PACKAGE CONTRACTOR’S CONTRACT REQUIREMENTS

Whenever contract change order is required, the Bid Package Contractor must comply with the SBE participation goals that applied to the original contract with respect to the change order. A revised Form 2 must be submitted with the Change Order indicating how the SBE participation percentages will be met. No payment on the Change Order will be made until the revised Form 2 is submitted and approved by the District.

The Bid Package Contractor must include in any subcontract with a SBE, a provision that provides a remedy for the Bid Package Contractor’s non-compliance with the commitment to utilize SBE subcontractors. This contractual provision shall include an agreement by the Bid Package Contractor to compensate the SBE subcontractor if the Bid Package Contractor does not fulfill its commitment to utilize the SBE subcontractor. This contractual provision shall also state that it is enforceable in a court of competent jurisdiction.

Suggested language for the agreement between the Bid Package Contractor and the subcontractor is as follows:

"Contractor shall fulfill its commitment to utilize and compensate SBE subcontractors to the full extent agreed to by Contractor in the event SBE subcontractor is not so utilized the Contractor shall nonetheless compensate the subcontractor if the Contractor does not fulfill its commitment to utilize the SBE subcontractor. This provision shall be enforceable in a court of competent jurisdiction."

1.05 SBE QUALIFICATION REQUIREMENTS

SBEs certified with State of California Department of General Services or the San Francisco Human Rights Commission are eligible to participate in meeting the SBE goal or receive the SBE bid discount. Upon proof of certification, firms are eligible for participation in the District’s SBE Program.

1.06 SUBSTITUTION, REMOVAL OR CONTRACT MODIFICATION OF SBE

A. No SBE subcontractor, supplier or other business listed on Form 2, is to be substituted or removed from the contract or have its contract modified in any way without prior written District approval.

B. Prior to District approval, the subcontractor must be notified in writing of the proposed substitution and be provided the reason(s) for the substitution.

C. In the event of a SBE substitution, the Bid Package Contractor shall be required to make a good faith effort to replace the substituted subcontractor with another SBE.

D. During the term of the contract any willful failure to comply with the participation goals agreed upon by the Bid Package Contractor in the bid shall be deemed a material breach of contract.

1.07 NON-COMPLIANCE AND SANCTIONS

A complaint of discrimination or noncompliance concerning SBE participation initiated by any party after contract award will be processed in accordance with the SBE Program and the following Rules and Regulations

1. If the District determines there is cause to believe that a Bid Package Contractor has failed to comply with any of these requirements, the District shall attempt to resolve the noncompliance through conciliation.

2. If the noncompliance cannot be resolved, the District shall submit to the Bid Package Contractor a written Finding of Noncompliance. The Bid Package Contractor shall be given ten (10) calendar days to appeal the Finding of Noncompliance, or otherwise it will be final.

A. Willful or Bad Faith Non-Compliance
1. The District may require such reports, information and documentation from Bid Package Contractors as is reasonably necessary to determine compliance with the requirements of the District’s SBE Program Rules and Regulations.

2. If the District determines that there is cause to believe that any construction Bid Package Contractor or subcontractor has failed to comply in good faith with any of the requirements of the District SBE Program or contract provisions pertaining to SBE utilization, the District is empowered to conduct an investigation and after affording the Bid Package Contractor notice and an opportunity to be heard, may impose sanctions for each violation.

3. Such sanctions shall include, but are not limited to the following:
   a. Declare the Bid Package Contractor non-responsive and ineligible to receive the award subject to possible forfeiture of the bid bond.
   b. Not accept the Bid Package Contractor’s certification if the Bid Package Contractor is an SBE.
   c. Declare the Bid Package Contractor an irresponsible bidder and disqualify the Bid Package Contractor from eligibility for providing goods or services to the District for a period of five (5) years; with a right to review and reconsideration by the District after two (2) years upon a showing of corrective action indicating violations are not likely to recur.
   d. Declare that the Bid Package Contractor has willfully failed to comply and impose as liquidated damages, whichever is the greatest:
      1) An amount equal to the Bid Package Contractor's net profit.
      2) Ten percent (10%) to the total amount of the contract.
      3) One thousand dollars ($1,000).

E. Appeal of Willful or Bad Faith Noncompliance Finding

1. The Bid Package Contractor or subcontractor may within ten (10) calendar days of the finding appeal the District's decision to sustain, reverse or modify the findings and sanctions imposed or take other action such as will effectuate the purpose of this program.

2. An appeal by an aggrieved business under this subsection shall not stay the District.

1.08 SBE BID PROTEST PROCEDURES

Any Bid Package Contractor or subcontractor who has submitted a bid for a construction project who has knowledge of or suspects a violation by another Bid Package Contractor or subcontractor and feels that relevant bids should be rendered non-responsive because of violations of District’s SBE policy, may file a formal protest by identifying in writing the violation, particular project and bid due date.

The District must receive the protest within ten (10) calendar days after the bid opening date. All protest notices must be sent attention: San Francisco Community College, Office of Facilities Management, 50 Phelan Avenue, S142, San Francisco, CA 94112.
1.09 FREQUENTLY ASKED QUESTIONS

What is a SBE?

A Small Business Enterprise is defined as an independently owned and operated business, which is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with its affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars ($10,000,000) or less over the previous three years, or is a manufacturer, with 100 or fewer employees.

If I am a SBE Bid Package Contractor can I count myself towards the SBE goals?

Yes, both Bid Package Contractors and their Subcontractors can be counted toward the goal.

What firms count towards the SBE subcontracting goals?

SBE subcontractors and truckers that perform a commercially useful function count towards the SBE subcontracting goal. The District will consider that a commercially useful function as a distinct element of the work required by the bid specifications in accordance with normal industry practice.

The District will count sixty percent (60%) of the materials, supplies and services purchased from SBE suppliers. A supplier is a firm that owns, operates or maintains a warehouse or store in which the materials, supplies, or equipment described in the specifications and required under the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

Do I have to meet the SBE goals if I do not plan to use any subcontractors?

If you do not meet the SBE goal, you can bid, but you will not receive 5% bid discount.

What is considered proof of certification?

The letter or certificate stating the expiration date of the certification. Proof of certification for each SBE subcontractor used to meet the goals must be attached to the FORM 2. Firms certified by the San Francisco Human Rights Commission are required to include a Certification Affidavit as to meeting the District’s size standard.

Where can I find qualified SBEs?

The California Department of General Services maintains a list of firms accessible from the Internet at http://www.pd.dgs.ca.gov/smbus/certing.htm. The San Francisco Human Rights Commission maintains a list of firms accessible from the Internet at http://www.sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlist_1.htm

PART 2 – REQUIRED FORMS
FORM 1    SBE BID DISCOUNT APPLICATION

This form is to be completed and returned with your bid. If you fail to do so, you will be denied the bid discount on this contract.

1. Firms claiming the bid discount that are certified by the State of California as a Small Business Enterprise must submit proof of certification. Firms certified by the San Francisco Human Rights Commission must submit their proof of certification and Form 3.

    ☐ Certified by State of California Department of General Services
    ☐ Certified by San Francisco Human Rights Commission

1. Project Name: ____________________________________________________

2. Bid Due Date: ______________________________________________________

3. Bid Package Contractor information:
   Name: __________________________________________________________________
   Address: __________________________________________________________________
   City: ____________ State: ___ Zip:_____
   By: _____________________________________________________________________
   Signature of Authorized Person
   __________________________________________

Please type or print name and title

BID FORM
FORM 2   IDENTIFICATION LISTING OF BID PACKAGE CONTRACTOR, SUBCONTRACTORS, AND SBE SUBCONTRACTORS

In accordance with Instructions to Bidders, each bidder shall complete and submit identification information listed below. Use additional sheets as necessary.

<table>
<thead>
<tr>
<th>Name of Bid Package Contractor</th>
<th>Business Address And Telephone</th>
<th>Ethnicity</th>
<th>Gender</th>
<th>SBE Certification</th>
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Each Bidder must complete this form and submit it with your bid or risk forfeiture of their bid bond. Include all listed subcontractors, business address, telephone number, contractor’s license number, as per Public Contract Code 4104 (a). Attach proof of certification and as applicable, the certification affidavit (SBE Form 3) for each SBE subcontractors listed to meet the goal. Note: Materials purchased from SBE suppliers and trucking brokers only count 60 percent towards the SBE goal.

<table>
<thead>
<tr>
<th>Name, Address and Telephone Number of Subcontractor or Supplier</th>
<th>Trade or Type of Work</th>
<th>Dollar Value</th>
<th>Ethnicity</th>
<th>Gender</th>
<th>SBE Certification</th>
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Ethnicity Code

- A1 = Chinese
- A2 = Japanese
- A3 = Pacific Islander
- A4 = Korean
- AF-AM = African American
- AM-IND = American Indian
- H = Hispanic American
- C = Caucasian
- MI = Middle Eastern

Gender Codes

- M = Male
- F = Female
FORM 3 SMALL BUSINESS ENTERPRISE SFHRC CERTIFICATION AFFIDAVIT

(FOR SFHRC CERTIFIED FIRMS ONLY)

San Francisco Human Rights Commission (SFHRC) certified firms that meet the District criteria for a Small Business Enterprise (SBE) complete this size standard affidavit signed under penalty of perjury. This size standard affidavit states that the business meets the following size standards to be deemed an eligible SBE to participate in this program:

A Small Business Enterprise is defined as an independently owned and operated business, which is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with its affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars $10,000,000 or less over the previous three years, or is a manufacturer, with 100 or fewer employees.

I acknowledge and I am hereby advised that upon a finding of perjury with the claims made in this size standard affidavit the District is authorized to impose penalties, which may include any of the following:

a. Refusal to certify the award of a contract;
b. The suspension of a contract;
c. Disqualification of my firm from eligibility for providing goods and services to the San Francisco Community College District for a period not to exceed five (5) years.

I acknowledge and have been advised and hereby agree that my firm may be required to provide proof the status claimed on this certification affidavit at any time. Proof of status claimed may include tax returns, financial statements, or other documents the District deems necessary to determine the size of my firm.

I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Project Title: ___________________________ Bid Due Date: ___________________________

Signed ___________________________ Date ___________________________

Printed or typed name ___________________________ Name of Company ___________________________

BID FORM

01375 – Form 2 SBE Rules Regulations and Forms
FORM 4 SBE COMPLIANCE AFFIDAVIT

This affidavit must be completed and signed under penalty of perjury by the bidder.

The completed affidavits must be returned with the proposal or the proposal will be determined non-responsive and rejected.

1. I will ensure that my firm complies fully with the provisions of SFCCD SBE Program and its implementing Rules, Regulations and Requirements.

2. I am aware that upon a finding of non-compliance with the provisions of the SBE Program, the District is authorized to impose penalties which may include any of the following:
   
   d. Refusal to award the contract;
   e. The suspension of a contract;
   f. The withholding of funds;
   g. The revision of a contract for material breach of contract; and
   h. Disqualification of my firm from eligibility for providing goods and services to the San Francisco Community College District for a period not to exceed two (2) years.

3. I acknowledge and have been advised and hereby agree that if my firm fails to comply in good faith with the provisions set forth in the SBE Program, my firm shall be liable for liquidated damages for each violation in an amount equal to my firm’s net profit on the contract, or ten percent (10%) of the total amount of the contract, or one thousand dollars ($1,000), whichever is the greatest. The District Contract Compliance officer will determine the amount of liquidated damages imposed after investigation.

4. I acknowledge and agree that any liquidated damages assessed against me by the District shall be payable to the District upon demand. I further acknowledge and agree that any liquidated damages assessed may be withheld from any monies due to me on any contract with the San Francisco Community College District.

5. A signature by the bidder affixed to this affidavit constitutes an agreement with District to comply with the provisions of the SBE Program.

6. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Owner/Authorized Representative (Signature) Date

Owner/Title (Print) Name of Firm (Print)

BID FORM
FORM 5

EQUAL OPPORTUNITY AND NON-DISCRIMINATION IN EMPLOYMENT CERTIFICATION AND WORKFORCE DATA COMPLIANCE FORM

The San Francisco Community College District recognizes that it is not enough to proclaim that the District does not discriminate in employment but that efforts must be made to build an environment in which opportunity is indeed equal. (Board Policy 3.02) It is the intent of the Board of Trustees that all prospective bidders for the procurement opportunities shall be in compliance with the provisions of the Equal Employment Opportunity Commission guidelines. (Board Policy 7.09) As such, prior to being awarded a contract, each firm must certify that it does not engage in discriminatory employment practices and provide information that verifies its compliance as an equal opportunity employer.

CERTIFICATION

The undersigned has been (is) authorized to execute this certificate on behalf of (insert company name) __________________________________________ and does hereby certify that the answers to this compliance form and the information stated herein are true and correct. The undersigned does further certify that (insert company name) __________________________________________ shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, gender, age, marital status, disability, or sexual orientation, and shall comply with all applicable provisions of State and Federal requirements regarding equal employment opportunity and affirmative action reporting and compliance programs.

Furthermore, the undersigned represents that the above listed contractor/company acknowledges the following hiring policy and will take affirmative steps to accomplish said policy objectives:

“It is the policy of the San Francisco Community College District to encourage its Construction and Construction-related Contractors to recruit and hire students/graduates of City college of San Francisco as well as residents of the City and County of San Francisco as their employees.”

Company Name:___________________________________________________________________

Senior Managing Official

Name:___________________________________________________

Title:____________________________________________________

Phone: (_____)____________________________________

Executed in ______________________________________________________________________

(City, County, State)

On ____________________________________ Project Name ___________________________

By:________________________________________________________________________________

Print Name      Signature

Title: __________________________________ Telephone Number _____________________
### FORM 6  MONTHLY SUBCONTRACTOR PROGRESS REPORT

The Bid Package Contractor and Subcontractor Participation Report must be completed by Bid Package Contractor and submitted to SFCCD with the monthly progress payment application.

<table>
<thead>
<tr>
<th>Name Of Bid Package Contractor</th>
<th>Contract Name</th>
<th>Contract Number</th>
<th>Amount Invoiced This Month</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Name of Subcontractor or Supplier</th>
<th>Work Performed This Period</th>
<th>Amount Invoiced This Period</th>
<th>Amount Paid This Period</th>
<th>Date Of Payment</th>
<th>Check Number</th>
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Owner/Authorized Representative (Signature) __________________ Title __________________ Date ________________

SBE Rules Regulations and Forms
FORM 7  EXIT REPORT AND AFFIDAVIT

To be completed by the Bid Package Contractor, including all joint venture partners, if any, and submitted to SFCCD with the final progress payment application. *(Final payment will not be released without submittal of this form as required.)*

<table>
<thead>
<tr>
<th>TRANSMITTAL</th>
<th>To: Project Manager</th>
<th>Copy: SFCCD Contract Compliance Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Contractor: __________________</td>
<td>Date Transmitted: ___________________</td>
<td></td>
</tr>
<tr>
<td>Reporting Date: __________________</td>
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I/We declare, under penalty of perjury under the laws of the State of California, that the information on this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within a 15 days after the date of SFCCD’s final payment under the Contract.

Bid Package Contractor, including each joint venture partner, must sign this form

<table>
<thead>
<tr>
<th>Owner/Authorized Representative (Signature)</th>
<th>Owner/Authorized Representative (Signature)</th>
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<tr>
<td>Name &amp; Title (Please Print)</td>
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<td>Telephone</td>
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<td>Date</td>
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SECTION 01365
LABOR COMPLIANCE PROGRAM

GENERAL
The San Francisco Community College District, a Public Agency, hereinafter referred to as the “District” implements this Labor Compliance Program in an effort to fulfill the need and intent of monitoring, documenting and reporting the wage rate and payment to workers employed in, on, or at a construction project commencing on or after April 1, 2003, where any funds for “construction” are derived from either the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004, as enacted by the State of California through Assembly Bill AB 1506, in 2002.

California Labor Code Section 1770, et seq., and Education Code Section 17424 require that contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trades’ workers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This labor compliance program (“LCP”) contains the labor compliance standards required by state and federal laws, regulations, and directives, as well as Public Agency policies and contract provisions, which include, but are not limited to, the following:

1. Contractors’ payment of applicable general prevailing wage rates.
2. Contractors’ employment of properly registered apprentices.
3. Contractors’ provide certified payroll records upon request but not less than weekly.
4. Program’s monitoring a Public Agency’s construction sites for the verification of proper payments of prevailing wage rates and work classification.
5. Program’s conducting pre-job conferences with contractors/subcontractors.
6. Program’s withholding contract payments and imposing penalties for noncompliance.
7. Program’s preparation and submittal of annual reports.

The Labor Compliance Officer, as authorized and empowered through contract with the San Francisco Community College District, will provide services related to the Labor Compliance Program. Coordinate through the District’s Representative for the contact information of the Labor Compliance Office (“LCO”). The LCO shall be the District’s representative for implementation and enforcement of the LCP.

City College of San Francisco, Ocean Campus
Joint Use Facility

CSFC Project No.:
ATIACHMENT A
LABOR COMPLIANCE PROGRAM

<table>
<thead>
<tr>
<th>Checklist of Labor Law Requirements</th>
<th>(In accordance with CCR Section 16430)</th>
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</table>

The federal and state labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. **Payment of Prevailing Wage Rates**
   The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors.

   The contractor is responsible for obtaining and complying with all applicable general prevailing wage rates for trades workers and any rate changes, which may occur during the term of the contract. Prevailing wage rates and rate changes are to be posted at the job site for workers to view.

2. **Apprentices**
   It is the duty of the contractor and subcontractors to employ registered apprentices on public works projects per Labor Code Section 1777.5;

3. **Penalties**
   Penalties, including forfeitures and debarment, shall be imposed for contractor/subcontractor failure to pay prevailing wages, failure to maintain and submit accurate certified payroll records upon request, failure to employ apprentices, and for failure to pay employees for all hours worked at the correct prevailing wage rate, in accordance with Labor Code Sections 1775, 1776, 1777.7, and 1813.

4. **Certified Payroll Records**
   Per Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records which reflect the name, address, social security number, and work classification of each employee; the wage rate and overtime hours worked each day and each week; the fringe benefits; and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee hired in connection with a public works project.

   Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or to his or her authorized representative on request.

   Contractors and subcontractors shall maintain their certified payroll on a weekly basis and shall submit said payrolls weekly to the LCD. In the event that there has not been any work performed during a given week, the Certified Payroll Record shall be annotated "No Work" for that week.

5. **Kickback Prohibited**
   Per Labor Code Section 1778, contractors and subcontractors are prohibited from accepting, taking wages illegally, or extracting "kickback” from employee wages;

6. **Acceptance of Fees Prohibited**
   Contractors and subcontractors are prohibited from extracting any type of fee for registering individuals for public work (Labor Code Section 1779); or for filling work orders on public works contracts (Labor Code Section 1780);

February 26, 2008
01385 - 2 Labor Compliance Program
7. **Listing of Subcontractors**
   Contractors are required to list all subcontractors hired to perform work on a public works project when that work is equivalent to more than one-half of one percent of the total effort (Government Code Section 4100, et seq.).

8. **Proper Licensing**
   Contractors and subcontractors are required to be properly licensed. Penalties will be imposed for employing workers while unlicensed (Labor Code Section 1021 and Business and Professions Code Section 7000, et seq. under California Contractors License Law).

9. **Unfair Competition Prohibited**
   Contractors and subcontractors are prohibited from engaging in unfair competition (Business and Professions Code Sections 17200-17208).

10. **Workers' Compensation Insurance**
    All contractors and subcontractors are required to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of Labor Code Section 3700 (Labor Code Section 1861).

In accordance with federal and state laws, and with District policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing labor law requirements and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

---

**Print Contractors Company Name**

**Signature**

**Title**

**Date**

**Project Name**

**Project Number**

**Contractor License Number**

---

February 26, 2008 01385 - 3 Labor Compliance Program
SECTION 01395
PROJECT LABOR AGREEMENT

1.01 GENERAL
The Contractor and all subcontract forces are to comply with the requirements set forth in
the San Francisco Community College District’s Project Labor Agreement. It is the
responsibility of the Contractor and the subcontractors to adhere to the requirements set
forth in the Agreement and to comply with its provisions. Any costs for compliance with
the Project Labor Agreement are to be included in the Contractor’s Bid price. The Project
Labor Agreement is included as Appendix A to this Section

A. At its option, the District may require documentation of acceptance of agreement
from subcontractors, regardless of tier, in a format established by the District.

END OF SECTION
Exhibit A

Agreed To Letter of Assent

(Note to Contractor and Sub-Contractors: Please submit an original of this Letter of Assent on your firm’s letterhead stationery.)

Insert Date

The Board of Trustees of the San Francisco Community College District

Re: Project Labor Agreement – Letter of Assent
   CCSF – Project 106a
   Joint Use Facility

Dear Board of Trustees:

The undersigned party confirms that it agrees to be a party to and bound by the Project Labor Agreement for San Francisco Community College District Capital Improvement Project as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Joint Use Facility Project. The undersigned party shall require all of its subcontractors, of whatever tied, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: ________________________________

California State License Number: ________________________________

Name and Signature of Authorized Person:

_________________________________ (Print Name)
_________________________________ (Title)
_________________________________ (Signature)
_________________________________ (Telephone Number)
_________________________________ (Facsimile Number)
NOTICE TO ALL PLAN HOLDERS SUBMITTING BIDS FOR THIS WORK:
You are hereby notified of the following information, changes, clarifications or modifications to the original Contract Documents, Project Manual, Drawings, Specifications and subsequent Addenda. This Addendum shall supersede the original Contract Documents and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein. All other conditions remain UNCHANGED.

This Addendum is hereby made a part of the Contract Documents to the same extent as though it were originally included therein.

Specifications:

AD1.1: Section 00010 Table of Contents
A. Page 2 – revise specification section 01810 name to read “Building Commissioning.”

AD1.2: Section 01565 LEED Site Waste Management Program
A. Replace specification section 01565 in its entirety.

AD1.3: Section 01810 Commissioning Requirements
A. Replace specification section 01810 in its entirety.
B. Add the following pre-functional checklists to the end of this section:
   a. Chiller Pre-Functional Checklist
   b. Templitier Pre-Functional Checklist
   c. Chilled Water Pump Pre-Functional Checklist
   d. Heating Hot Water Pump Pre-Functional Checklist
   e. Condenser Water Pump Pre-Functional Checklist
   f. Heat Exchanger Pre-Functional Checklist
   g. Hot Water Pump Pre-Functional Checklist
   h. Chilled Water Pump Pre-Functional Checklist
   i. Chilled Water Piping Pre-Functional Checklist
   j. Heating Hot Water Pre-Functional Checklist
   k. Fan Coil Unit Pre-Functional Checklist
   l. Floor Radiant Piping System Pre-Functional Checklist
   m. Radiant Heating Panel Pre-Functional Checklist
   n. Supply Fan Pre-Functional Checklist
   o. Exhaust Fan Pre-Functional Checklist
   p. Split System A/C Unit Pre-Functional Checklist
   q. Sewer Ejector Pump(s) Pre-Functional Checklist
   r. Emergency Generator Pre-Functional Checklist
C. Add the following to the end of this section:
   a. Sample Functional Test Plan
AD1.4: Section 08915 Aluminum Window Walls
   A. Paragraph 2.1-D-2-c: delete item 1 “Photovoltaic Glass Manufacturer” and sub-items a and b in their entirety.

AD1.5: Section 14212 Hydraulic Elevators
   A. Paragraph 2.01-A-14 “Miscellaneous Items” – add:
   B. Paragraph 2.01-B-14 “Miscellaneous Items” – add:
   C. Paragraph 2.09-B – add:
      1. Provide coax cable for camera to be mounted in cab by others.

AD1.6: Section 15010 Basic Mechanical Requirements
   A. Section 3.7-C: revise section to read “Provide building commissioning of all mechanical and plumbing systems. See Section 01810 for requirements and specific systems to be commissioned.”

AD1.7: Section 15040 Acceptance Testing and Documentation
   A. Section 2.4-A: revise section list to read:
      1. Air Distribution Systems.
      3. Demand Control Ventilation Systems.
      5. Hydronic Control Systems.
      7. Supply Water Reset Controls.
      8. System Programming.
      10. Direct Digital Control System.

AD1.8: Section 15250 Insulation
   A. Section 2.9-E: revise section to read “Adhesive: UL listed waterproof type. Must meet LEED EQ credits for Low Emitting Materials – Adhesives and Sealants.”
   B. Section 2.11-B: revise section to read “Equipment Insulation Compounds: Provide adhesives, cement, sealers, mastics and protective finishes as recommended by insulation manufacturer for applications indicated. Adhesives and sealants must meet LEED EQ credits for Low Emitting Materials – Adhesives and Sealants.”
   C. Section 2.14-A: revise section to read “Cements, adhesives, coatings, sealers, protective finishes and similar accessories as recommended by insulation manufacturer for applications indicated. Adhesives and sealants must meet LEED EQ credits for Low Emitting Materials – Adhesives and Sealants.”
D. Section 3.8: revise Outside Air Section of Table to read:

<table>
<thead>
<tr>
<th>Item to be Insulated</th>
<th>System Insulation Type:</th>
<th>Duct Size:</th>
<th>Insulation Thickness:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply and return ductwork (where duct is not specified to be lined)</td>
<td>10</td>
<td>All</td>
<td>1&quot;</td>
</tr>
<tr>
<td>Supply and return ductwork (exposed to weather, in crawl space, and in unheated attics)</td>
<td>10</td>
<td>All</td>
<td>2&quot;</td>
</tr>
<tr>
<td>Outside air ducts (where duct is not specified to be lined)</td>
<td>10</td>
<td>All</td>
<td>2&quot;</td>
</tr>
<tr>
<td>HVAC plenums and unit housings not preinsulated</td>
<td>11</td>
<td>All</td>
<td>2&quot;</td>
</tr>
</tbody>
</table>

AD1.9: Section 15440 Plumbing Fixtures
A. Section 2.12: delete section “Garbage Disposers” in its entirety.

AD1.10: Section 15450 Plumbing Equipment
A. Add this as a new specification section to the Contract Documents, see attached.

AD1.11: Section 15510 Hydronic Piping Systems
A. Section 2.1-B-1c: Delete section describing underground chilled water piping in its entirety.
B. Section 2.1-B-2a: revise section to read “Pipe Sizes 2-1/2 Inches and Larger: Steel, black, Schedule 40 with welded, flanged.”
C. Section 2.1-B-2c: Delete section describing underground heating water piping in its entirety.
D. Section 2.3-A: revise section to read “Treat with chemicals using a 5 gallon bypass shot feeder.”
E. Section 2.9-B: revise section to read “Manufacturers: Mueller, Amtrol, Armstrong, Taco, Bell & Gossett, Wessels, or approved.”

AD1.12: Section 15517 Flat Tube Radiant Panels
A. Add Section 3.5-A: add the following in this new section, “Provide building commissioning of all mechanical and plumbing systems. See Section 01810 for requirements and specific systems to be commissioned.”

AD1.13: Section 15518 Floor Radiant Hydronic Piping
A. Replace specification section with the attached revised section.

AD1.14: Section 15540 HVAC Pumps
A. Add this as a new specification section to the Contract Documents, see attached.

AD1.15: Section 15650 Refrigeration
A. Replace specification section with the attached revised section.

AD1.16: Section 15755 Heat Exchangers
A. Add Section 3.6-A: add the following in this new section, “Provide building commissioning of all mechanical and plumbing systems. See Section 01810 for requirements and specific systems to be commissioned.”

AD1.17: Section 15830 Terminal Heat Transfer Equipment
A. Replace specification section with the attached revised section.

AD1.18: Section 15860 Fans
A. Replace specification section with the attached revised section.

AD1.19: Section 15890 Ductwork
A. Section 1.3B: revise section to read “Submit duct pressure testing reports. Provide individual reports for each Ventilation, Exhaust, and Fan Coil Unit duct system. Contractor to provide system commissioning in accordance with the requirements of 01810 Building Commissioning.”
B. Section 3.2-A-3: revise section to read “Test supply systems prior to connecting terminal units, fan coils, or other devices.”
C. Section 3.2-A-4: revise section to read “Perform tests in the presence of Owner’s Representative and Commissioning Agent. Give 48 hours advance notice before commencement of each test.”
D. Section 3.2-A-5: revise section to read “Test ductwork systems in sections as large as possible and record test results accordingly.”

AD1.20: Section 15910 Ductwork Accessories
A. Add Section 3.23-A: add the following in this new section, “Provide building commissioning of all mechanical and plumbing systems. See Section 01810 for requirements and specific systems to be commissioned.”

AD1.21: Section 15940 Air Outlets and Inlets
A. Replace specification section with the attached revised section.

AD1.22: Section 15990 Testing, Adjusting and Balancing
A. Section 3.1-B-6: revise section to read “Dampers are in place and open. Motorized dampers/louvers open/close when commanded to open/close.”
B. Section 3.1-B-12: revise section to read “Service and balance valves are open. Motorized valves open/close/modulate when commanded to open/close/modulate.”
C. Section 3.11-N: delete this section in its entirety.
D. Section 3.17: revise section to read “HEAT EXCHANGER TESTING (FLOOR RADIANT SYSTEM)”
E. Section 3.20: revise section to read “REFRIGERANT SYSTEM (VRV EVAPORATOR)”
F. Add Section 3.21: add new section to read:

3.21 RADIANT FLOOR SYSTEM
A. Identification/number.
B. Location.
C. Service.
D. Manufacturer.
E. Water flow, design and actual.
F. Water pressure drop, design and actual.
G. Entering water temperature, design and actual.
H. Leaving water temperature, design and actual.
I. Air pressure drop, design and actual.
G. Section 3.22: renumber old section 3.21 ADJUSTING to read “3.22 ADJUSTING”
H. Section 3.23: renumber old section 3.22 DOMESTIC WATER to read “3.23 DOMESTIC WATER”

AD1.23: Section 15995 Commissioning of HVAC Systems
A. Section 3.1-B: revise section list to read:
   1. Floor Radiant System.
   2. Pumps.
   3. Hydronic Distribution System.
   5. Ductwork.
   7. Variable Speed Drives.
   8. Fan Coil Units.
  10. TAB.
  11. HVAC Controls.
  12. Fire & Smoke Dampers.
B. Section 3.2: revise section to read “PREFUNCTIONAL AND FUNCTIONAL CHECKLISTS”
C. Section 3.2-A thorough M: delete sections and replace with new Section A to read “See Section 01810 and related Appendices.”

Drawings:

AD1.24: Sheet G1.01 Drawing Index and Project Directory
A. Delete Sheet L0.0 Accessibility Plan from the Drawing Index

AD1.25: Sheet A3.01 Exterior Elevation – East (see sketch SK-A001)
A. Add concrete tie hole pattern.
B. Revise basement window.

AD1.26: Sheet A3.02 Exterior Elevation – West (see sketch SK-A002)
A. Add concrete tie hole pattern.

AD1.27: Sheet A3.03 Exterior Elevations – North and South (see sketches SK-A003 and SK-004)
A. Add concrete tie hole pattern.

AD1.28: Sheet A3.04 Miscellaneous Exterior Elevations (see sketches SK-A005, SK-A006, SK-A007 and SK-A008)
A. Add concrete tie hole pattern.

AD1.29: Sheet A3.21 Building Sections (see sketch SK-A009)
A. Add elevation “PARTIAL SECTION THROUGH STAIR 2”.

AD1.30: Sheet A3.22 Building Sections and Atrium Elevation (see sketch SK-A010)
A. Add concrete tie hole pattern.
AD1.31: Sheet A3.23 Building Sections and Atrium Elevation (see sketches SK-A011 and SK-A012)
A. Add concrete tie hole pattern.
B. Add “SECTION THROUGH RAMP”.

AD1.32: Sheet A5.51 Interior Elevations Atrium – First Floor (see sketch SK-A013)
A. Add recessed manifold cabinet.

AD1.33: Sheet A5.53 Interior Elevations Atrium – Second Floor (see sketch SK-A014)
A. Add recessed manifold cabinet.

AD1.34: Sheet A5.54 Interior Elevations Atrium – Third Floor (see sketch SK-A015)
A. Add recessed manifold cabinet.

AD1.35: Sheet A8.30 Exterior Window Schedule (see sketch SK-A016)
A. Add window type G2.

AD1.36: Sheet A8.31 Exterior Window Schedule (see sketch SK-A017)
A. For window type AA, add note “AUTO OPERATED SMOKE EVAC SYSTEM WINDOW, TYPICAL” and add asterisks at automatic windows.

AD1.37: Sheet A8.32 Exterior Window Schedule (see sketch SK-A018)
A. For window type KK, add note “AUTO OPERATED SMOKE EVAC SYSTEM WINDOW, TYPICAL” and add asterisks at automatic windows.

AD1.38: Sheet A8.33 Exterior Window Schedule (see sketch SK-A019)
A. For window type MM, add note “AUTO OPERATED SMOKE EVAC SYSTEM WINDOW, TYPICAL” and add asterisks at automatic windows.

AD1.39: Sheet A8.37 Exterior Window and Curtain Wall Details (see sketch SK-A020)
A. Add detail 7.

AD1.40: Sheet S2.01 Basement Foundation Plan
A. Revise Note 1 to read as follows: T.O. SLAB ON GRADE = -7'-04-1/2" -7'-0" U.O.N. – S.A.D.
B. Delete Note 2 in its entirety.
C. Revise Note 3 to read as follows: T.O. CONCRETE MAT FOUNDATION = -8-4 1/2" -8'-0" U.O.N.

AD1.41: Sheet MD2.02 – Basement Floor Plan – Mechanical Ductwork (see revised sheet MD2.02)
A. Revised duct layout in Room 006 - Design Studio; relocated EF-B-1 & FC-B-1.
B. Added return grilles and diffuser tags to plan (typical).
C. Resized ductwork
D. Added temperature and carbon dioxide sensors to floor plan
E. Added air flow measuring station to supply fans

AD1.42: Sheet MD2.03 – Basement – Mechanical Room Enlarged Plan (see revised sheet MD2.03)
A. Added HWS/R & CHWS/R pipe sizes.

AD1.43: Sheet MD2.11 – Partial First Floor Plan – South – Mechanical Ductwork (see revised sheet MD2.11)
A. Added missing duct sizes.
B. Added return grilles and diffuser tags.
C. Added duct distribution to Elev Machine Rm 128.
D. Revised sheet note 5 to include adjustable/motorized louver manufacturer and model for the natural ventilation.
E. Added temperature and carbon dioxide sensors to floor plan.
F. Added air flow measuring station to supply fans.
G. Added two fire smoke dampers (FSD) on exterior wall of elevator machine room (Room 128).

AD1.44: Sheet MD2.12 – Partial First Floor Plan – North – Mechanical Ductwork (see revised sheet MD2.12)
A. Added missing duct sizes.
B. Added return grilles and diffuser tags to plan (typical).
C. Added FSD-B tags and sizes.
D. Revised sheet note 5 to include adjustable/motorized louver manufacturer and model for the natural ventilation.
E. Relocated carbon dioxide sensors.

AD1.45: Sheet MD2.13 – Mezzanine Floor Plan – Mechanical Ductwork (see revised sheet MD2.13)
A. Added missing duct sizes.
B. Added return grilles and diffuser tags to plan (typical).
C. Revised note in Diffuser and Return Register Sizing Table to identify branch duct and diffuser neck sizes.
D. Added air flow measuring station to supply fan.
E. Added temperature and carbon dioxide sensors to floor plan.

AD1.46: Sheet MD2.21 – Partial Second Floor Plan – South – Mechanical Ductwork (see revised sheet MD2.21)
A. Added missing duct sizes.
B. Added return grilles and diffuser tags to plan (typical).
C. Revised note in Diffuser and Return Register Sizing Table to identify branch duct and diffuser neck sizes.
D. Relocated carbon dioxide sensors.
E. Revised sheet note 5 to include adjustable/motorized louver manufacturer and model for the natural ventilation.
F. Added air flow measuring station to supply fan.

AD1.47: Sheet MD2.22 – Partial Second Floor Plan – North – Mechanical Ductwork (see revised sheet MD2.22)
A. Added missing duct sizes.
B. Added return grilles and diffuser tags to plan (typical).
C. Relocated carbon dioxide sensors.
D. Revised sheet note 5 to include adjustable/motorized louver manufacturer and model for the natural ventilation.

AD1.48: Sheet MD2.31 – Partial Third Floor Plan – South – Mechanical Ductwork (see revised sheet MD2.31)
A. Added missing duct sizes.
B. Added return grilles and diffuser tags to plan (typical).
C. Revised note in Diffuser and Return Register Sizing Table to identify branch duct and diffuser neck sizes.
D. Relocated carbon dioxide sensors.
E. Revised sheet note 5 to include adjustable/motorized louver manufacturer and model for the natural ventilation.

AD1.49: Sheet MD2.32 – Partial Third Floor Plan – North – Mechanical Ductwork (see revised sheet MD2.32)
A. Added missing duct sizes.
B. Added return grilles and diffuser tags to plan (typical).
C. Relocated carbon dioxide sensors.
D. Revised sheet note 5 to include adjustable/motorized louver manufacturer and model for the natural ventilation.
E. Revised mechanical layout in Rooms 301, 302 and 303 based on Acoustical report. Includes the recommended additional duct lining and relocation of the fan coil units.

AD1.50: Sheet MH2.02 – Basement Floor Plan – Mechanical Hydronics (see revised sheet MH2.02)
A. Added HWS/R & CHWS/R pipe distribution Rooms 006, 007, 008, 005, 001 and Men’s & Women’s Toilet Rooms
B. Added pipe sizes.

AD1.51: Sheet MH2.11 – Partial First Floor Plan – South – Mechanical Hydronics (see revised sheet MH2.11)
A. Added HWS/R pipe distribution Runtal radiant panels in each of the Administrative Offices.
B. Added a separate radiant piping zone to Atrium area for both heating and cooling.
C. Revised HWS/R & CHWS/R piping to include pipe sizes.

AD1.52: Sheet MH2.12 – Partial First Floor Plan – North – Mechanical Hydronics (see revised sheet MH2.12)
A. Added a separate radiant piping zone to Atrium area for both heating and cooling.
B. Revised HWS/R & CHWS/R piping to include pipe sizes.

AD1.53: Sheet MH2.13 – Mezzanine Floor Plan – Mechanical Hydronics (see revised sheet MH2.13)
A. Added HWS/R pipe distribution Runtal radiant panels in each of the Administrative Offices.
B. Added radiant piping zone to interior office spaces Rooms 051 and 061.
C. Revised HWS/R & CHWS/R piping to include pipe sizes.

AD1.54: Sheet MH2.21 – Partial Second Floor Plan – South – Mechanical Hydronics (see revised sheet MH2.21)
A. Added HWS/R pipe distribution Runtal radiant panels in each of the Administrative Offices.
B. Added a separate radiant piping zone to Atrium area for both heating and cooling.
C. Revised HWS/R & CHWS/R piping to include pipe sizes.

AD1.55: Sheet MH2.22 – Partial Second Floor Plan – North – Mechanical Hydronics (see revised sheet MH2.22)
A. Added a separate radiant piping zone to Atrium area for both heating and cooling.
B. Revised HWS/R & CHWS/R piping to include pipe sizes.
AD1.56: Sheet MH2.31 – Partial Third Floor Plan – South – Mechanical Hydronics (see revised sheet MH2.31)
A. Added HWS/R pipe distribution to Runtal radiant panels in each of the Administrative Offices.
B. Added a separate radiant piping zone to Atrium area for both heating and cooling.
C. Revised HWS/R & CHWS/R piping to include pipe sizes.

AD1.57: Sheet M3.1 – Riser Diagrams (see revised sheet M3.1)
A. Revised air riser diagrams to include main exhaust duct sizes.
B. Revised Radiant Piping System Diagram in each of the Administrative.

AD1.58: Sheet M3.2 – Piping Diagrams (see revised sheet M3.2)
A. Completed Hydronic Piping Diagram for the Radiant Floor System.
B. Main and branch hydronic piping sizes shown on diagram.
C. Provided Refrigerant Piping Diagram for the DAIKIN AC System serving various IDF, Electrical and Elevator Machine Rooms. Pipe sizes and lengths shown on diagram.

AD1.59: Sheet M4.1 & M4.2 – Schedules (see revised sheets M4.1 and M4.2)
B. Revised Split-System AC Schedule. New DAIKIN system condensing unit (CU-1 & CU-2).
C. Revised FSD tag from FSD-1 to FSD-A and FSD-2 to FSD-B.
D. Revised exhaust fan EF-W1 capacity from 3,140 CFM to 3,600 CFM
E. Revised exhaust fan selection for EF-W2.
F. Revised Pump Schedule. Change CHP-1 model number from PACO 4012A LF to PACO 25957.
G. Added Hot Water Heating Coil Schedule.
H. Added Supply Diffuser and Return Grille Schedule.

AD1.60: Sheet M6.3 – Mechanical Details (see revised sheet M6.3)
A. Added Detail 9/M6.3. – Motorized Louver Detail

AD1.61: Sheet M6.7 – Mechanical Details (see revised sheet M6.7)
A. Removed Details 1/M6.7, 2/M6.7, 4/M6.7, and 6/M6.7.
B. Added Detail 9/M6.7.

AD1.62: Sheet P0.1 – Plumbing Symbols and Abbreviations (see sketch SK-P001)
A. Revised Gen Note No. 10
B. Added Sheet Note 13

AD1.63: Sheet P2.02 – Basement Floor Plan – North – Plumbing (see sketches SK-P002 and SK-P003)
A. Provided 3/4" CD/Mechanical drawing
B. Deleted HB @ Column 3/E
C. Revised location of FD/new Timmons layout
D. Note 15 not used
E. Added note 22
AD1.64:  Sheet P2.11 – Partial First Floor Plan – South – Plumbing (see sketches SK-P004 and SK-P005)
A. Provided 3/4” CD/Mechanical drawing
B. Added sheet notes 23 and 24
C. Provide 3/4” CW with HB at Column 3/M.6

AD1.65:  Sheet P2.12 – Partial First Floor Plan – North – Plumbing (see sketch SK-P006)
A. Provided 3/4” CD/Mechanical drawing
B. Added sheet notes 19 and 20
C. Provided 1½” CW piping with 1½” 13 FD-1 for irrigation.

AD1.66:  Sheet P2.21 – Partial Second Floor Plan – South – Plumbing (see sketch SK-P007)
A. Provided 3/4” CD/Mechanical drawing
B. Added sheet notes 26 and 27

AD1.67:  Sheet P2.22 – Partial Second Floor Plan – North – Plumbing (see sketch SK-P008)
A. Provided 3/4” CD/Mechanical drawing
B. Revised sheet note 8, 13 and added 17, 18

AD1.68:  Sheet P2.31 – Partial Third Floor Plan – South – Plumbing (see sketch SK-P009)
A. Provided 3/4” CD/Mechanical drawing and revised plumbing tag S-1 to S-4 at Room #308.
B. Revised sheet note 17, 21 and added 23

AD1.69:  Sheet P2.32 – Partial Third Floor Plan – North – Plumbing (see sketch SK-P010)
A. Provided 1½” CW riser and added note 16

AD1.70:  Sheet P2.42 – Partial Roof Plan – North – Plumbing (see sketch SK-P011)
A. Provided 1½” stub-out for irrigation and added note 5

AD1.71:  Sheet P4.01 – Plumbing Schedules (see sketches SK-P012, SK-P013 and SK-P014)
A. Added S-4 on plumbing schedule
B. Added L-2
C. Revised shower head to EF-100-1.5 on SH-1
D. Revised L-1 faucet 333-336 COLE CP to 333-665 W/E-2805 PSHCP
E. Revised WC-1 Model 2257.103 to 3351.128 and WES-111 dual flush valve to Zurn Zems – 6200 PEV-15
F. Revised WC-3 Madera to Baby Devoro and WES-111 Dual Flush 7Crown – 111-1.2
G. Added Note 4 on schedule
H. Added WMB-1 on schedule
I. Revised FD-2 Model Z-1727 to Z-525
J. Deleted GDP-1
K. Added brass quick connector on HB-1
L. Added brass quick connector on HB-2
M. Added brass quick connector on HB-3
N. Change voltage on EWH 1, 2, & 4 from 208V to 480V

AD1.72:  Sheet P5.01 – Enlarge Floor Plan – Plumbing (see sketches SK-P014 and SK-P015)
A. Revised sheet note 6
B. Added HB on partial plans 1 & 2/P5.01 and revised 2” CW to 3” riser

AD1.73: Sheet P5.02 – Enlarged Floor Plan – Plumbing (see sketches SK-P016, SK-P017, SK-P018 and SK-P019)
   A. Revised sheet notes Tag 33 to 11 on 2/P5.02
   B. Added TPV-1 on 3/P5.02
   C. Revise sheet note 33 to 11 partial plan on 2/P5.02
   D. Revised 2” CW riser to 2½” partial plan on 4/P5.02

AD1.74: Sheet P6.01 – Plumbing Details (see sketch SK-P020)
   A. Revised DET 11/P6.01

AD1.75: Sheet P6.02 – Plumbing Details (see sketch SK-P021)
   A. Revised DET 1/P6.02 and DET 5/A6.02

AD1.76: Sheet T3.01 Basement Electronic Security Device Plan (see sketch SK-T001)
   A. Add camera conduits.
   B. Add “REX” and “EL” devices in several doors.

AD1.77: Sheet T3.11 First Floor Electronic Security Device Plan (see sketches SK-T002, SK-T003 and SK-T004)
   A. Add camera conduits.
   B. Add “REX” and “EL” devices in several doors.

AD1.78: Sheet T3.12 Mezzanine Electronic Security Device Plan (see sketch SK-T005)
   A. Add camera conduits.
   B. Add “REX” and “EL” devices in several doors.

AD1.79: Sheet T3.21 Second Floor Electronic Security Device Plan (see sketch SK-T006)
   A. Add camera conduits.

AD1.80: Sheet T3.31 Third Floor Electronic Security Device Plan (see sketch SK-T007)
   A. Add camera conduits.

AD1.81: Sheet T9.3 Access Control and Intrusion Detection Details (see sketch SK-T008)
   A. Add camera mounting detail.

Attachments:

Specifications
   1. Section 01565 LEED Site Waste Management Program – 6 pages
   2. Section 01810 Building Commissioning – 14 pages
   3. Pre-Functional Checklists – 36 pages
   4. Sample Functional Test Plan – 22 pages
   5. Section 15450 Plumbing Equipment – 4 pages
   6. Section 15518 Floor Radiant Hydronic Piping – 10 pages
   7. Section 15540 HVAC Pumps – 4 pages
   8. Section 15650 Refrigeration – 9 pages
   9. Section 15830 Terminal Heat Transfer Equipment – 4 pages
  10. Section 15860 Fans – 5 pages
  11. Section 15940 Air Outlets and Inlets – 5 pages

Architectural Sketches Dated 10/14/08
   1. SK-A001 – Concrete Tie Hole Pattern; Ref. Dwg. A3.01

Addendum #1 October 14, 2008
2. SK-A002 – West Elevation Retaining Wall Concrete Tie Hole Patterns; Ref. Dwg. A3.02
3. SK-A003 – Concrete Tie Hole Pattern North Retaining Wall; Ref. Dwg. A3.03
4. SK-A004 – Concrete Tie Hole Pattern South Retaining Wall; Ref. Dwg. A3.03
5. SK-A005 – Trash Enclosure Retaining Wall Concrete Tie Hole Pattern; Ref. Dwg. A3.04
6. SK-A006 – Transformer Enclosure Retaining Wall Concrete Tie Hole Pattern; Ref. Dwg. A3.04
7. SK-A007 – Play Yard Enclosure Retaining Wall Concrete Tie Hole Pattern; Ref. Dwg. A3.04
8. SK-A008 – Play Yard Enclosure Retaining Wall Concrete Tie Hole Pattern; Ref. Dwg. A3.04
9. SK-A009 – Stair 2 North Interior Elevation Concrete Tie Hole Pattern; Ref. Dwg. A3.21
10. SK-A010 – West Ramp Wall Concrete Tie Hole Pattern; Ref. Dwg. A3.22
11. SK-A011 – East Side of Stair 6 Concrete Tie Hole Pattern; Ref. Dwg. A3.23
12. SK-A012 – East Side of Ramp Concrete Tie Hole Pattern; Ref. Dwg. A3.23
13. SK-A013 – Interior Elevations Atrium First Floor; Ref. Dwg. A5.51
14. SK-A014 – Interior Elevations Atrium Second Floor; Ref. Dwg. A5.53
15. SK-A015 – Interior Elevations Atrium Third Floor; Ref. Dwg. A5.54
16. SK-A016 – Window Type G2; Ref. Dwg. A8.30
17. SK-A017 – Exterior Window Schedule Type AA Window; Ref. Dwg. A8.31
18. SK-A018 – Exterior Window Schedule Type KK Window; Ref. Dwg. A8.32
19. SK-A019 – Exterior Window Schedule Type MM Window; Ref. Dwg. A8.33

Mechanical Sheets Dated 10/14/08
1. MD2.02 – Basement Floor Plan – Mechanical Ductwork
2. MD2.03 – Basement Mechanical Room Enlarged Plan
3. MD2.11 – Partial First Floor Plan – South – Mechanical Ductwork
4. MD2.12 – Partial First Floor Plan – North – Mechanical Ductwork
5. MD2.13 – Mezzanine Floor Plan – North – Mechanical Ductwork
6. MD2.21 – Partial Second Floor Plan – South – Mechanical Ductwork
7. MD2.22 – Partial Second Floor Plan – North – Mechanical Ductwork
8. MD2.31 – Partial Third Floor Plan – South – Mechanical Ductwork
9. MD2.32 – Partial Third Floor Plan – North – Mechanical Ductwork
10. MH2.02 – Basement Floor Plan – Mechanical Hydronics
11. MH2.11 – Partial First Floor Plan – South – Mechanical Hydronics
12. MH2.12 – Partial First Floor Plan – North – Mechanical Hydronics
13. MH2.13 – Mezzanine Floor Plan – Mechanical Hydronics
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16. MH2.31 – Partial Third Floor Plan – South – Mechanical Hydronics
17. M3.1 – Riser Digrams
18. M3.2 – Piping Diagrams
19. M4.1 – Schedules
20. M4.2 – Schedules
21. M6.3 – Mechanical Details
22. M6.7 – Mechanical Details

Plumbing Sketches Dated 10/14/08
1. SK-P001 – Plumbing Symbols and Abbreviations; Ref. Dwg. P0.1
2. SK-P002 – Basement Floor Plan North – Plumbing; Ref. Dwg. P2.02
3. SK-P003 – Basement Floor Plan North – Plumbing; Ref. Dwg. P2.02
4. SK-P004 – Partial First Floor Plan South – Plumbing; Ref. Dwg. P2.11
5. SK-P005 – Partial First Floor Plan South – Plumbing; Ref. Dwg. P2.11
6. SK-P006 – Partial First Floor Plan North – Plumbing; Ref. Dwg. P2.12
7. SK-P007 – Partial Second Floor Plan South – Plumbing; Ref. Dwg. P2.21
8. SK-P008 – Partial Second Floor Plan North – Plumbing; Ref. Dwg. P2.22
9. SK-P009 – Partial Third Floor Plan South – Plumbing; Ref. Dwg. P2.31
10. SK-P010 – Partial Third Floor Plan North – Plumbing; Ref. Dwg. P2.32
11. SK-P011 – Partial Roof Plan North – Plumbing; Ref. Dwg. P2.42
12. SK-P012 – Plumbing Schedules; Ref. Dwg. P4.01
13. SK-P013 – Plumbing Schedules; Ref. Dwg. P4.01
14. SK-P013A – Plumbing Schedules; Ref. Dwg. P4.01
15. SK-P014 – Enlarged Floor Plan Plumbing; Ref. Dwg. P5.01
16. SK-P015 – Enlarged Floor Plan Plumbing; Ref. Dwg. P5.01
17. SK-P016 – Enlarged Floor Plan Plumbing; Ref. Dwg. P5.02
18. SK-P017 – Enlarged Floor Plan Plumbing; Ref. Dwg. P5.02
19. SK-P018 – Enlarged Floor Plan Plumbing; Ref. Dwg. P5.02
20. SK-P019 – Enlarged Floor Plan Plumbing; Ref. Dwg. P5.02
21. SK-P020 – Plumbing Details; Ref. Dwg. P6.01
22. SK-P021 – Plumbing Details; Ref. Dwg. P6.02

Telecommunications Sketches Dated 10/14/08

1. SK-T001 – Basement Electronic Security Device Plan; Ref. Dwg. T3.01
2. SK-T002 – First Floor Electronic Security Device Plan; Ref. Dwg. T3.11
3. SK-T003 – First Floor Electronic Security Device Plan; Ref. Dwg. T3.11
4. SK-T004 – First Floor Electronic Security Device Plan; Ref. Dwg. T3.11
6. SK-T006 – Second Floor Electronic Security Device Plan; Ref. Dwg. T3.21
7. SK-T007 – Third Floor Electronic Security Device Plan; Ref. Dwg. T3.31

End of Addendum #1
## Sustainable Sites

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| Credit 1.2 | Water Efficient Landscaping, No Potable Use or No Irrigation | 1 |
| Credit 2  | Innovative Wastewater Technologies        | 1 |
| Credit 3.1 | Water Use Reduction, 20% Reduction        | 1 |
| Credit 3.2 | Water Use Reduction, 30% Reduction        | 1 |

## Energy & Atmosphere

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### Materials & Resources

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<td>Low-Emitting Materials, Carpet Systems</td>
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<td>4.4</td>
<td>Low-Emitting Materials, Composite Wood &amp; Agrifiber Products</td>
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<td>Indoor Chemical &amp; Pollutant Source Control</td>
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<td>6.1</td>
<td>Controllability of Systems, Lighting</td>
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<td>Controllability of Systems, Thermal Comfort</td>
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<td>7.1</td>
<td>Thermal Comfort, Design</td>
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<td>7.2</td>
<td>Thermal Comfort, Verification</td>
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<tr>
<td>8.1</td>
<td>Daylight &amp; Views, Daylight 75% of Spaces</td>
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<td>8.2</td>
<td>Daylight &amp; Views, Views for 90% of Spaces</td>
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### Innovation & Design Process

<table>
<thead>
<tr>
<th>Credit</th>
<th>Description</th>
<th>Points</th>
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<tr>
<td>1.1</td>
<td>Innovation in Design: Building as an Educational Tool</td>
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<td>1.2</td>
<td>Innovation in Design: Green Housekeeping</td>
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<td>Innovation in Design: SS 4.1 Exemplary Performance</td>
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<td>Innovation in Design: WE 3 Exemplary Performance</td>
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<td>2</td>
<td>LEED® Accredited Professional</td>
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### Project Totals (pre-certification estimates)

- **Certified**: 26-32 points
- **Silver**: 33-38 points
- **Gold**: 39-51 points
- **Platinum**: 52-69 points