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</tr>
<tr>
<td>00640</td>
<td>Certificate of Warantee</td>
</tr>
</tbody>
</table>

**Note:** Lines in **bold** font indicate forms that need to be filled out and included with subcontractor's bid.
DOCUMENT 00210

INSTRUCTIONS TO BIDDERS

In this form, references to the “Contractor” refer to Bovis Lend Lease, Inc. and references to “Subcontractor” refer to the Bidder.

Bids are requested for the Chinatown North Beach Campus Project as follows:

1. PREQUALIFICATION. It is imperative that the project team have a complete understanding and concurrence with the potential bidder’s experience, safety record, and financial strength prior to letting an award. In fairness to potential bidders, this concurrence may be communicated prior to incurring the time and expense of developing a bid proposal. If a bidder would like to review their prequalification forms with a Bovis Lend Lease, Inc. representative prior to the bid date in order to determine the likelihood of being prequalified, then please contact Jessica Vass at (415) 693-9982.

We will also be holding pre bid conferences (reference Item No.14 below) which will provide bidders the opportunity to get an understanding of the scope of work and the Contractor’s requirements.

2. RECEIPT OF BIDS. Sealed Bids will be accepted until the date and time indicated on Document 00415 – Bid Form. The District and Contractor will reject all Bids received after the specified date and time, and will return such Bids to those submitting Bids unopened. Bidders must submit Bids in accordance with this Instruction to Bidders (Document 00210). Each Bid shall be submitted in 2 opaque sealed envelopes and shall clearly state:

Chinatown/ North Beach Campus – Main Building and Annex Building BID
Bid Package number
Bid Package name
Subcontractor name
ENVELOPE Number (#01 or #02, read Item No. 3 below)

For Subcontractors 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.

3. BID SUBMISSION. Each Bid submitted shall contain all items listed in this document (Section 00210). The Bids are to be delivered to the Bovis Lend Lease, Inc. San Francisco Main Office at 71 Stevenson Street, Suite 800, San Francisco, CA 94105 Attention to Jessica Vass.

The Bid must contain the following, fully executed documents in each respective sealed envelope:

ENVELOPE #01:
1) Document 00460 Contractor Prequalification Form.
2) Document 00465 Contractor Prequalification Safety Questionnaire.

NOTE: If the Pre-qualifications are not met, then the bidder may be notified that the bid may be deemed non-responsive. If any bidder feels that they have extenuating circumstances and would like to challenge the minimums outlined in the Pre-qualifications, then they must contact Bovis Lend Lease, Inc. in writing at least 96 hours prior to bid due date to receive written authorization to bid the project or to be excluded from bidding.

ENVELOPE #02:
1) Document 00415 (Bid Form) Bidder shall not qualify bid or take exception to the scope of work exhibit.
2) Document 00435 Subcontractor List Form.
3) Document 00450 Non-collusion Affidavit, subscribed and sworn before a notary public
4) Document 01375 SBE Rules, Regulations, and Forms 1, 2, 3, 4, & 5
5) Cashier’s check, certified check, or corporate surety bond of not less than 10% of the amount Bid, including additive alternates (if any). Bid Bond, if provided shall be on the form included in Exhibit F. Bidder and its surety must execute Bond Accompanying Bid if submitted. Please note that if the Bidder chooses to acquire a bid security in the form of cashier’s check or certified check (instead of acquiring a Bid Bond) then if the Bidder is awarded the bid package because they are deemed the lowest responsive bidder, the Bidder understands that they will then eventually upon subcontract award have to acquire a Performance/Payment Bond and Labor/Material Bond from a Bovis Lend Lease, Inc. approved surety with a Best rating of “A” (Excellent) or better and a Best Financial Size Category equivalent to at least Class VIII, otherwise the Bidder may then be deemed non-responsive.

Bids shall be deemed to include any written responses of a Bidder to any questions or requests for information of Contractor 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 No. 9, SUBCONTRACTOR’S SBE GOOD FAITH EFFORT AND SBE FORMS below.

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

5. SCOPE OF THE PROJECT. The scope of each Bid Package is defined in the Exhibit B and respective Exhibit B.1 attached to the Bovis Lend Lease, Inc. Subcontract form.

6. 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.

7. REQUIRED SECURITY. Bidders must submit with their Bids, 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 (if any), payable to “Bovis Lend Lease, Inc”. Contractor has provided the required Bid Bond Form in Exhibit F of the subcontract. Contractor 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 bidder 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. SUBCONTRACTOR’S GOOD FAITH EFFORT (GFE) TO MEET SBE GOAL. Within 48 hours of the bid due date and time, bidders not meeting the required SBE participation goal set for the respective bid package must submit proof (.i.e. hard copies of documentation) of their Good Faith Effort to Bovis Lend Lease, Inc. Requirements for the Good Faith Effort are laid out in Document 00530 - Subcontract under Exhibit S – SBE Rules and Regulations.

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

11. REQUIRED CONTRACTOR QUALIFICATION FORM. Subcontractors must submit with their bid, Document 00460 Contractor Qualification Form.
12. REQUIRED CONTRACTOR SAFETY FORM. Subcontractors must submit with their bid, Document 00465 Contractor Safety Form.

13. SBE PROGRAM. The District recognizes the unique barriers SBEs face in bidding and contracting on public works projects. The District posted on its website in February 2006 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 subcontractors for this project.

14. PRE-BID CONFERENCE. District will conduct a Pre-Bid Conference as stated in the advertisement. Conference is not mandatory for Bidders. 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. The District will post on its website the list of pre-bid conference attendees.

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. Subcontractors may examine any available existing conditions information by giving District reasonable advance notice.

17. ADDENDA. Subcontractors must direct to the Contractor all questions about the meaning or intent of the Bid Documents. Subcontractors must submit their questions in writing attention Jessica Vass to Jessica.Vass@BovisLendLease.com or fax to 415-693-9983. Contractor will issue by formal written Addenda interpretations or clarifications it considers necessary in response to such questions. Contractor will post Addenda on the CCSF website (http://www.ccsf.edu/Offices/Facilities_Planning/projects_construction.htm) and with Ford Graphics (www.fordsfoplanwell.com). 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. Contractor 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. Subcontractors may obtain a complete listing of Addenda from Contractor.

18. SUBSTITUTIONS. Subcontractors 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. Subcontractors are limited to submission of requests for substitution within 35 days after Notice of Award in accordance with requirements specified in Document 00700 General Conditions, Specification Sections 01300 Submittals, and 01630 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. Subcontractors 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 Contractor’s Offices and are deemed included in the Bid Documents. Upon request, Contractor 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 Subcontractors, regardless of tier, must comply with the requirements of this agreement which may be obtained from the District’s website: [http://www.ccsf.edu/Offices/Facilities_Planning/PLA/PLA%20Final%20Jan%206%202005.pdf](http://www.ccsf.edu/Offices/Facilities_Planning/PLA/PLA%20Final%20Jan%206%202005.pdf). 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 New Mission Campus. Submission of a bid constitutes acceptance of the requirements of the Labor Compliance Program.

22. **EVALUATION.** Contractor and District may reject any and all Bids and waive any informalities or minor irregularities in the Bids. Contractor and District also reserve the right, in their sole discretion, to reject any or all Bids and to re-bid. Contractor 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 Contractor 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 Contractor and District. Contractor 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 Contractor 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 Contractor’s contract by change order and Contractor will issue to Bidder subcontract documents and requirements.

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

   a. Submit the following documents to Contractor 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) Document 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 Construction Payment Bond.

   4) Insurance forms, documents, certificates and endorsements required by Document 00530 Bovis Lend Lease, Inc. Subcontract.

   5) Project Labor Agreement Letter of Assent for each subcontractor regardless of tier.
b. Contractor 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 Contractor. 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 a Best rating of “A” (Excellent) or better and a Best Financial Size Category equivalent to at least Class VIII, otherwise the Bidder may be deemed non-responsive.

25. BID PROTEST PROCEDURES: Any prime contractor may file a formal written protest identifying the particular project and date bid was received. The Legal Counsel must receive the protest within 5 calendar days after the bid opening date. All notices of protest must be sent to the following address:

Ronald Lee, Legal Counsel Office
City College of San Francisco
33 Gough Street
San Francisco, CA 94103

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, Contractor 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 Contractor 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 Contractor’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 Subcontractors 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/Subcontractor 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/Subcontractors may inspect geotechnical reports and information regarding existing conditions that are available for review in District's offices. CM/Subcontractors may obtain copies of such documents upon presentation of the CM/Subcontractors 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/Subcontractor 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/Subcontractor 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/Subcontractor. District does not assume responsibility for the accuracy, completeness or thoroughness of the Underground Facilities, and the CM/Subcontractor 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/Subcontractor 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/Subcontractor understands that the District has conducted limited investigation and that additional investigation may be needed prior to construction.

4. The CM/Subcontractor 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
BID FORM – Package 4.20  Main Building & Annex Building – Construction Personnel & Material Hoists

FOR:  
CHINATOWN/ NORTH BEACH CAMPUS, Main Building and Annex Building  CCSF Project 107A

DISTRICT:  
Facilities Planning and Construction  
CITY COLLEGE OF SAN FRANCISCO  
50 Phelan Avenue, S-142  
San Francisco, CA 94112

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

BIDS DUE:  10/20/09 at 2:30PM at Bovis Lend Lease, Inc. Main Office

BID FROM:  
______________________________  _______________________________
(Name of Bidder)  (Address)

______________________________  _______________________________
(City)  (State)  (Zip Code)

______________________________  _______________________________
(Telephone Number)  (Fax)

License Classification D-21 (Note: License numbers indicated on the Invitation to Bid form are presented for information only. Bidders are instructed to inquire and comply with all State of California requirements. All bidders must be familiar with the current labor agreements which may or may not be included in Attachment A of the Project Labor Agreement.)

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 District’s 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 District’s Facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

Bidder acknowledges receipt of the following addenda (list numbers and dates):

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum No.</td>
<td>Date</td>
</tr>
<tr>
<td>Addendum No.</td>
<td>Date</td>
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<td>Addendum No.</td>
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<td>Date</td>
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<td>Addendum No.</td>
<td>Date</td>
</tr>
<tr>
<td>Addendum No.</td>
<td>Date</td>
</tr>
<tr>
<td>Addendum No.</td>
<td>Date</td>
</tr>
</tbody>
</table>
3.0 **SUBCONTRACT 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 for both the Main Building (Lots 9 & 10) and Annex Building (Lot 5).

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BID ITEM DESCRIPTION</th>
<th>Amount in US dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td><strong>Main Building – Lots 9 &amp; 10</strong>, Dual-car Construction Personnel &amp; Material Hoists as described in Exhibit B.1 and the Contract Documents (per Exhibit A)</td>
<td>$</td>
</tr>
<tr>
<td>B</td>
<td><strong>Annex Building – Lot 5</strong>, Single Car Construction Personnel &amp; Material Hoists as described in Exhibit B.1 (which also includes all referenced allowances) and the Contract Documents (per Exhibit A)</td>
<td>$</td>
</tr>
<tr>
<td>C</td>
<td><strong>BASIS OF AWARD (if awarded) = BID ITEM A + BID ITEM B = TOTAL BID</strong></td>
<td>$</td>
</tr>
<tr>
<td>D</td>
<td>Approximate percentage for Performance and Labor and Materials Payment Bonds for the above work</td>
<td>%</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Value of the Annex Building – Lot 5 and the Main Building – Lots 9 &amp; 10 Construction Personnel &amp; Material Hoists <strong>Equipment Rental</strong> (For accounting purpose only)</td>
</tr>
<tr>
<td>2</td>
<td>Value of the Annex Building – Lot 5 and the Main Building – Lots 9 &amp; 10 <strong>Labor</strong> to complete the Construction Personnel &amp; Material Hoists Scope of Work (For accounting purpose only)</td>
</tr>
<tr>
<td>3</td>
<td>Total to match line C above</td>
</tr>
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</table>

**Name of the Bonding Company is:**

______________________________

September 28, 2009 00415 - 3

Main Building (Lots 9 & 10) & Annex Building (Lot 5) – Construction Personnel & Material Hoists
3.1 ALTERNATES (from Contract Documents and Exhibit B.1)

<table>
<thead>
<tr>
<th>NO.</th>
<th>ALTERNATE DESCRIPTION</th>
<th>UNIT</th>
<th>Amount in dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>None</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>2</td>
<td>None</td>
<td>N/A</td>
<td>N/A</td>
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3.2 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>Annex Building – Lot 5, unit monthly all in personnel &amp; material hoist rental rate for a single car hoist which includes hoist maintenance, hoist service, and hoist operator on a standard weekly 40 hour straight time (includes all taxes, fees, etc.). Rate will be used to calculate the additional (if any) personnel &amp; material hoist rental as outlined in the Exhibit B.1.</td>
<td>Month</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Main Building – Lots 9 &amp; 10, unit monthly all in personnel &amp; material hoist rental rate for a dual-car hoist which includes hoist maintenance, hoist service, and hoist operators each on a standard weekly 40 hour straight time (includes all taxes, fees, etc.). Rate will be used to calculate the additional (if any) personnel &amp; material hoist rental as outlined in the Exhibit B.1.</td>
<td>Month</td>
<td>$</td>
</tr>
</tbody>
</table>

4.0 BASIS FOR DETERMINATION OF APPARENT LOW BID

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 **(17% for this package)**, Bidder hereby attests that Bidder is a qualifying SBE company AND also meets the SBE goal stated using another qualifying SBE company and is thereby eligible for the Bid Discount.

   Yes ☐  No ☐  Percent Achieved _________________%

   OR

b. For Bid Packages where “SBE participation goal” reads **No Goal**, Bidder hereby attests that Bidder is eligible for the Bid Discount because Bidder is a qualifying SBE company AND also has achieved 10% participation by another qualifying SBE company.
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 insurance and bonding requirements for this Project, including Bidder’s carrier’s rating requirements.
3. If successful, the Bidder agrees to execute Bovis’ contract WITHOUT EXCEPTION.
4. The Bidder agrees to the terms of the Project Labor Agreement (PLA) and further agrees to execute the Letter of Assent in Section 01395.
5. The Bidder is familiar with the College’s policy as outlined in PLA Article III to encourage the training and employment of apprentices who are, or have been students of City College and to hire construction workers from among the residents of San Francisco and to make a particular effort to employ workers living in the impacted Chinatown/North Beach neighborhood and the surrounding zip codes of 94102, 94104, 94108, 94109 and 94133. Additionally Bidder acknowledges that the San Francisco Community College District seeks to strengthen enforcement of local hiring provisions by recognizing the 40% local hiring goal developed by the PLA Joint Administrative Committee.
6. The Bidder has included completed Pre-qualification forms 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. As outlined in 7.0 below, the completed pre-qualification forms shall be submitted on bid day in a separate sealed envelope.
7. 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.
8. The Bidder has included all the allowances defined in Exhibit B.1 from the bid package in the Lump Sum Bid amount in section 3 above.
7.0 **BID ATTACHMENTS (please initial your transmittal of the following bid documents)**

**ENVELOPE # 01 (SEALED ENVELOPE)**
1. CCSF Prequalification Form – Ref. Section 00460 of the bid package.

**ENVELOPE # 02 (SEPARATE SEALED ENVELOPE)**
1. Bid Form 00415
2. Bid Bond or other form of bid security per Ca public bidding code.
3. List of Subcontractors - Ref. Section 00435
4. Notarized Non-Collusion Affidavit - Ref. Section 00450
5. SBE Rules, Regulations, and Forms – Ref. Section 01375; Form 1, 2, 3, 4, 5

8.0 **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)
9.0 REQUIRED COMPLETED ATTACHMENTS

The documents listed as required as part of the 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.

10.0 DECLARATION

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

____________________ of ______________________________

(Printed name)

substituting 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 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</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

August 14, 2008

00435 - 1

Bid Package Subcontractor List Form
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

State of California )
County of San Francisco, ) ss.

____________________(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
DOCUMENT 00460
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 Contractor or his subcontractors are duly licensed to undertake the work involved.
   b. Whether the 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 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 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 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 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 Contractor's EMR and record of accidents indicates that Contractor's safety program is adequate for this Project as defined in Document 00465.
   h. Representative projects constructed by the Contractor within the five-year period immediately prior to filing of the STATEMENT or update thereof. (Note: This information may include experience by the contractor or principal who will be responsible for the work. A new contractor will not be penalized if the list of projects is a brief one.)
   i. Whether the 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 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 certified payroll, apprenticeship and employment documents.
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 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 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 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 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 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 contractor completed Form 00465 Contractor's Safety Form? ____________

END OF FORM
Subcontractor Prequalification Safety Questionaire

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.

**Today's Date**

<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>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Zip</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>Contact Person</td>
</tr>
<tr>
<td>Contact Telephone</td>
</tr>
<tr>
<td>Contact E mail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Ownership</th>
</tr>
</thead>
<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>
</tr>
<tr>
<td>Years in CA</td>
</tr>
<tr>
<td>Year in Bay Area</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banking Institution</td>
</tr>
<tr>
<td>Reference Contact</td>
</tr>
<tr>
<td>Reference Telephone</td>
</tr>
<tr>
<td>Years with Bank</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bonding Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonding Company</td>
</tr>
<tr>
<td>Reference Contact</td>
</tr>
<tr>
<td>Reference Telephone</td>
</tr>
<tr>
<td>Bond Rating</td>
</tr>
<tr>
<td>Bond Category</td>
</tr>
</tbody>
</table>

Less than AM Best "A" may be grounds for disqualification.
Less than Financial Size Category VIII may be grounds for disqualification.

Note: If Subcontractor's Bonding Company has an AM best rating less than A, or Financial category less than VIII, then Subcontractor must notify Jessica Vass at (415) 693-9982 at least 72 hours before the bid due date to discuss.

See Next Tab
Subcontractor Prequalification Safety Questionnaire

NOTE: All projects listed below must have been contracted under the same license classification Subcontractor intends to use for this bid package.

<table>
<thead>
<tr>
<th>Project Experience</th>
<th>Name</th>
<th>Date Completed</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Largest Project Ever Completed Project Estimate x 2 = 3, Project Estimate x 1.5 = 2, Project Estimate x 1 = 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Largest Project Completed in the Last 3 Years Project Estimate x 2 = 4, Project Estimate x 1.5 = 3, Project Estimate x 1 = 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Similar Project Within the Last 3 Years of at least 50% Value of Project Estimate 1 Point</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Similar Project Within the Last 3 Years of at least 50% Value of Project Estimate 1 Point</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Similar Project Within the Last 3 Years of at least 50% Value of Project Estimate 1 Point</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Similar Project Within the Last 3 Years of at least 50% Value of Project Estimate 1 Point</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Similar Project Within the Last 3 Years of at least 50% Value of Project Estimate 1 Point</td>
<td></td>
<td></td>
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<tr>
<td>8. Similar Project Within the Last 3 Years of at least 50% Value of Project Estimate 1 Point Plus 1 Point Bonus</td>
<td></td>
<td></td>
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<tr>
<td>9. Similar Project Within the Last 3 Years of at least 50% Value of Project Estimate 1 Point Plus 1 Point Bonus</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>10. Similar Project Within the Last 3 Years of at least 50% Value of Project Estimate 1 Point Plus 1 Point Bonus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Similar Project Within the Last 3 Years of at least 50% Value of Project Estimate 1 Point Plus 1 Point Bonus</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Total Score

Less than 9
May be grounds for disqualification

See Next Tab

September 9, 2009 00465 - Form 2
Subcontractor Prequalification Safety Questionnaire
Subcontractor Prequalification Safety Questionnaire

Date: 

Company: 

Safety Contact: 

Telephone: 

Email: 

OSHA 300 SAFETY INFORMATION

<table>
<thead>
<tr>
<th>Description</th>
<th>2008</th>
<th>2007</th>
<th>2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Number of Incidents x 200,000) / Number of Employee Hours Worked = Incident Rate</td>
<td>Number of OSHA Recordable Injury Cases</td>
<td>OSHA Recordable Incident Rate</td>
<td>Number of Lost Time Accidents / Illnesses</td>
</tr>
</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>2008</th>
<th>2007</th>
<th>2006</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Attach additional sheet if needed.

See Next Tab
### Subcontractor Prequalification Safety Questionaire

Note: If Subcontractor's EMR is currently higher than 1.25 or was higher than 1.25 in 2008, then Subcontractor must notify Jessica Vass at (415) 693-9982 at least 72 hours before the bid due date to discuss.

<table>
<thead>
<tr>
<th>Question</th>
<th>Score</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. What is your Company's current Experience Modifier Rate?</td>
<td></td>
<td>&lt;0.80 = 6, &lt;1.0 = 5, &lt;1.05 = 4, &lt;1.10 = 3, &lt;1.25 = 2, <strong>greater than 1.25 may be grounds for disqualification</strong></td>
</tr>
<tr>
<td>2. What is your Company's Experience Modifier Rate for the previous year? (2008)</td>
<td></td>
<td>&lt;0.80 = 6, &lt;1.0 = 5, &lt;1.05 = 4, &lt;1.10 = 3, &lt;1.25 = 2, <strong>greater than 1.25 may be grounds for disqualification</strong></td>
</tr>
<tr>
<td>3. What is your Company's Experience Modifier Rate for the previous year? (2007)</td>
<td></td>
<td>&lt;0.80 = 5, &lt;1.0 = 4, &lt;1.05 = 3, &lt;1.10 = 2, &lt;1.25 = 1, &gt;1.25 = 0</td>
</tr>
<tr>
<td>4. What is your Company's Experience Modifier Rate for the previous year? (2006)</td>
<td></td>
<td>&lt;0.80 = 5, &lt;1.0 = 4, &lt;1.05 = 3, &lt;1.10 = 2, &lt;1.25 = 1, &gt;1.25 = 0</td>
</tr>
<tr>
<td>5. Does your company have a written safety program?</td>
<td></td>
<td>Yes = 3 No = 0</td>
</tr>
<tr>
<td>6. Does your company provide safety orientations for new employees?</td>
<td></td>
<td>Yes = 2 No = 0</td>
</tr>
<tr>
<td>7. Does your company have a safety incentive program?</td>
<td></td>
<td>Yes = 2 No = 0</td>
</tr>
<tr>
<td>8. Does your company perform accident/ incident investigations, which identify root causes?</td>
<td></td>
<td>Yes = 2 No = 0</td>
</tr>
<tr>
<td>9. Are any of your employees that are not classified as full-time safety professionals required to complete OSHA safety Courses?</td>
<td></td>
<td>Yes = 1 No = 0</td>
</tr>
<tr>
<td>OSHA 30 Hour - OSHA 10 Hour = 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OSHA 500 - OSHA 501 = 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Does your company conduct valid drivers license record verifications for all employees who operate a company vehicle on the job?</td>
<td></td>
<td>Yes = 1 No = 0</td>
</tr>
<tr>
<td>11. Are accident / incident reports distributed to senior management?</td>
<td></td>
<td>Yes = 2 No = 0</td>
</tr>
<tr>
<td>12. Does your company have a pre-hire alcohol / illegal substance screening program?</td>
<td></td>
<td>Yes = 3 No = 0</td>
</tr>
<tr>
<td>13. Does your company have a post-accident alcohol / illegal substance screening program?</td>
<td></td>
<td>Yes = 3 No = 0</td>
</tr>
<tr>
<td>14. Can you provide evidence of previous pre-task planning on your projects?</td>
<td></td>
<td>Yes = 2 No = 0</td>
</tr>
<tr>
<td>15. Can you provide evidence of site specific safety plans on your projects?</td>
<td></td>
<td>Yes = 3 No = 0</td>
</tr>
<tr>
<td>16. Can you provide evidence of project safety inspections?</td>
<td></td>
<td>Daily = 5, Weekly = 3, Monthly = 1</td>
</tr>
<tr>
<td>17. Can you provide evidence of MSDS recordkeeping on previous projects?</td>
<td></td>
<td>Yes = 2 No = 0</td>
</tr>
</tbody>
</table>

**Total Score**

Note: All scores are considered "or equal to"

<table>
<thead>
<tr>
<th>Score</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>must be &gt; 30</td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
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</table>

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

01375 – Form 2
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
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 Date
(Signature)

______________________________  ______________________________
Owner/Title Name of Firm
(Print) (Print)

BID FORM

01375 – Form 4
SBE Rules Regulations and Forms
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>
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<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 ____________________________

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01375 – Form 6
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.)*

TRANSMITTAL

To: Project Manager

Copy: SFCCD Contract Compliance Office

From Contractor:___________________  Date Transmitted: ____________________

Reporting Date: ___________________

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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<tbody>
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<td>Name &amp; Title (Please Print)</td>
<td>Name &amp; Title (Please Print)</td>
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<td>Firm Name</td>
<td>Firm Name</td>
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<td>Telephone Date</td>
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<td>Owner/Authorized Representative (Signature)</td>
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Good Faith Effort to Attain Goals

It is the policy of the District to meet its subcontracting goals for SBE participation, where applicable. In order to award a contract to a prime contractor that has failed to meet the SBE subcontracting goals, the District must determine that the prime contractor’s efforts were those of a prime contractor actively and aggressively seeking to meet the goals. Efforts that are merely *pro forma* are not good faith efforts to meet the goals. Efforts that could not reasonably be expected to produce a level of SBE participation sufficient to meet the goals are not good faith efforts, even if they are sincerely motivated.

Good Faith Effort Criteria

The following actions represent to the District a prime contractor’s evidence of minimum good faith effort to meet the District’s SLBE subcontracting goal. A prime contractor must achieve a minimum score of 80 points to demonstrate a bona fide good faith effort:

1. Advertising (5 points)

**Effort:** The contractor shall advertise in the general circulation media, minority focused media, or trade related publications at least twice, 10 days prior to submission, unless the District waives this requirement due to time constraints.

**Documentation:** Copies of the advertisement. The advertisement shall include the name and location of the project, the location where plans and specifications can be viewed, the subcontractor proposal due date, and the items of work or specialties being solicited.

2. Bidders Outreach to Identify SBEs (15 points)

**Effort:** The Contractor shall attempt outreach to small businesses by utilizing the San Francisco Human Rights Commission and State of California Department of General Services on-line database of certified firms.

**Documentation:** Copies of the letters, faxed telephone logs, etc. used to contact prospective subcontractors. List the name of the organizations or firm, person contacted, and the date of contact. Include copies of correspondence received from any organization or firm responding to the bidder’s solicitation or initiating contact for the purpose of seeking subcontracting work. The contractor must contact at least three firms/organizations or an amount sufficient to reasonably result in a viable subcontract.
Bidders must submit documentation of good faith efforts to contract with, or to purchase significant material supplies from, SBE firms within 48 hours after the bid opening. If a Contractor/bidder fails to meet specified SBE goals in the bid documents, the District must determine that the Contractor has complied with all requirements of the solicitation documents and has made the required good faith effort.

3. Attending the Pre-Bid Meeting (5 points)

**Effort:** Attendance is mandatory to comply with the good faith effort requirement. However, attendance may be optional if the SBE participation goal is met.

**Documentation:** The Contractor’s name on the pre-bid meeting sign in sheet and representative presence at the pre-bid meeting.

4. Providing Timely Written Notification (20 points)

**Effort:** The Contractor will solicit subcontract bids and material quotes from relevant individual SBEs in writing and in a timely manner to reasonably result in the SBE goal being met. Relevant SBEs are firms that could feasibly provide services or supplies required for completing the scope of services provided in the bid document. In soliciting sub-bids, quotes, and proposals, the Contractor will furnish the following information:

- Contractor’s name, address, and telephone number;
- Project location and description;
- Solicited items of work services to be subcontracted or materials purchased, including a specific description of the work involved;
- Place where bid documents, plans, and specifications can be reviewed;
- Contractor representative to contact; and
- Date, time, and location when subcontractor/supplier quotes must be received by the Contractor.

**Documentation:** Copies of the written correspondence with the name, address, contact person of the subcontractor, and the date of the written notice. Written notification must be dated as transmitted at least 10 business days prior to the bid due date and include verification of transmission date. Such verification may include copies of certified mail-
return receipts and automated fax journals. An adequate number of SBEs must be contacted in each work category as listed in the following table:

<table>
<thead>
<tr>
<th>Number of SBEs in Relevant Work Category</th>
<th>Minimum Number of SBEs to be Contacted for Relevant Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five or less</td>
<td>All</td>
</tr>
<tr>
<td>Six to 10</td>
<td>At least five</td>
</tr>
<tr>
<td>11-50</td>
<td>At least 50 percent</td>
</tr>
<tr>
<td>51 or more</td>
<td>At least 25</td>
</tr>
</tbody>
</table>

5. **Initial Contact Follow-up (15 points)**

**Effort:** The Contractor shall follow up on initial solicitations by contacting the SBE subcontractors prior to the bid opening to determine with certainty whether the subcontractors were interested in performing specific items of work on the project. Such contact shall be within a reasonable amount of time to allow the prospective SBE subcontractor an opportunity to submit a competitive sub-bid.

**Documentation:** The list of subcontractors who were contacted by telephone including results of that contact documented with a telephone log, e-mail print-out, automated fax journal or fax transmittal documents. Include names of the SBEs, telephone number, contact persons, and dates of contact.

6. **Identifying Items of Work (15 points)**

**Effort:** The Contractor shall identify specific items of the work to be performed by subcontractors. Smaller portions of work or other assistance that could reasonably be expected to produce a level of SBE participation sufficient to meet the goals should be offered to prospective SBE subcontractors.

**Documentation:** The list of the specific items of work solicited including identification of SBE firms in which such work was solicited.

7. **Negotiating in Good Faith (15 points)**

**Effort:** The Contractor shall negotiate in good faith with the SBE, and not unjustifiably reject as unsatisfactory sub-bids, quotes, and proposals prepared by SBEs.

**Documentation:** Written statements of the names, addresses, and telephone numbers of subcontractors contacted by the Contractor to negotiate price or services. Include dates of the negotiations and the results. Document the quotes/proposals received from SBEs. Lack of qualifications or significant price difference (five (5) percent or more) will be
considered just cause for rejecting SBEs. Proof of price differential must be made available.

8. Offer Assistance in Financing, Bonding, Insurance or to Mentor an Emerging Small Business Enterprise (10 points)

**Effort**: Where applicable, the Contractor shall advise and make efforts to assist interested SBEs in obtaining bonds, lines of credit, or insurance required by the District. A prime contractor may also receive 10 points for good faith effort by offering mentoring assistance to an Emerging Small Business Enterprise.

**Documentation**: Written statements of the type of assistance offered to SBEs. The Contractor shall provide the name, contact person, and telephone number of the bonding company or financial institution offering assistance.

To claim points for mentoring an Emerging Small Business Enterprise, the prime must submit a mentoring plan that is subject to the District’s approval for one or more of the Emerging Small Business firms included on the subcontractor list for the project. There must be at least 20% SBE/Emerging Small Business Enterprise subcontracting participation on the project. The Mentoring plan outcomes, such as enhanced capability to bid projects as a prime, new skills in estimating projects, completing project schedules, hiring subcontractors, acquiring additional licenses or certification, access to capital, additional bonding capacity and etc.

**Good Faith Effort Review**

If a contractor has not met the goals for SBE participation, the District will review the Good Faith Effort and make a recommendation to the Board of Trustees as to whether the bid should be accepted or rejected. The Compliance Officer will make a determination of whether the contractor made a good faith effort to attain the goals. In addition to other actions in investigating the bid, the Contract Compliance Officer may contact the SBE firms listed on the Good Faith Effort Report to verify the information provided by the contractor. When requested by the District, the contractor will also provide further documentation regarding its efforts to attain SBE participation.

**Good Faith Effort Appeal of Contract Compliance Officer Decision**

Whenever the Contract Compliance Officer recommends rejection of a bid that has not met the subcontracting goals, the contractor may appeal that denial to the Chancellor or his/her designee. The Chancellor may also review the Contract Compliance Officer’s decision to award a contract based on good faith effort when the SBE goal is not met.
The Chancellor or his/her designee may overrule the Contract Compliance Officer’s decision to deny an award of a contract to a contractor who has not met the goals only if the Chancellor or designee determines that the contractor took the required steps in making a good faith effort to solicit SBE participation.

The decision of the Chancellor or his/her designee on the contractor’s good faith effort shall be final.
AGREEMENT

BOARD OF TRUSTEES RESOLUTION NO. 060622-B14a

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 Chinatown/North Beach Campus.

The District’s address for notices is: James A. 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
71 Stevenson Street, 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: James A. Blomquist
Project Manager
whose address for notices is: Facilities Planning & Construction
City College of San Francisco
50 Phelan Avenue, S142
San Francisco, CA 94112


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:

Phase 1 – Pre-Construction Services

The project scope includes preconstruction services for the work known as the Chinatown project, including the Main Building and the Annex. 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. Currently, Phase 1 has been executed as a separate agreement between the District and Bovis Lend Lease. 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 Main Building (Lot 9/10), and the Annex (Lot 5). 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 Three Hundred Thousand Dollars ($300,000) (the "Initial Contract Sum"), with current change orders to a sum of $541,750.

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”.

February 2008 00520-2 Agreement
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.

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 The estimated Cost of the Work shall include the Contractor's contingency, a sum established by the Contractor of 3% of the direct work and general conditions to cover costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order. The contingency is included for the purpose of defraying unanticipated charges and additional expenses due to errors in estimating both time and money, but excludes expenses associated with concealed conditions not reasonably anticipated, design defects or deficiencies, change orders/Scope of Work changes, or overtime generated from these exposures, which expenses shall be borne by the District. Contractor will be required to furnish documentation evidencing expenditures charged to the contingency and the reasons therefore, for District notification. Expenditures resulting from acts of gross negligence by the contractor will not be charged to the contingency.

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

13.2 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.
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.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Name</th>
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<tbody>
<tr>
<td>(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).</td>
<td></td>
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[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 55% of wages or salary for calendar year 2009, 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 2009, which rate shall be subject to annual
adjustment (if appropriate) by Contractor.

.5 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.

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,
transports, 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.
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 patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the District's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Contractor's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by other provisions of the Contract Documents.

.6 Data processing and check preparation costs related to the Work.
.7 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.

.8 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.

.9 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.

.10 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.

.11 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

BOARD OF TRUSTEES SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
By:
(Signature)
Peter Goldstein
Vice Chancellor
Administration and Finance

CONTRACTOR:
Bovis Lend Lease
(Name of Firm)

Corporation
(Type of Organization)

By:
(Signature)
Bruce Berardi
(Printed Name)
Sr. Vice President
>Title

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
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.

.8 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.

.9 All cost and expenses of supervision and administration of progress and cost control by executives above the level of Project Executive.

.10 General accounting required for the following items, auditing payment of voucher costs, payment of labor taxes and insurance.

.11 Supervision of insurance and taxation matters.

.12 All travel expenses of CM/Contractor’s officers and executives above the level of project executive.

.13 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.

.14 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.

.15 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.

.16 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.
.17 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.

.18 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.


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.

3.10 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 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

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 deemed 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><strong>STEP #1 - Submit Change Order Request</strong> (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><strong>ALTERNATIVE STEP #1 - Submit valid Notice of Intent to File Claim</strong> (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><strong>STEP #2 - Submit Claim</strong></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><strong>STEP #3 - Decision of District's Representative</strong></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><strong>STEP #4 - [Claim less than $100,000] Demand for arbitration</strong></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><strong>ALT. STEP #4 - [Claims over $100,000] Demand for arbitration or election to litigate</strong></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><strong>STEP #5 - [Applies only if Alt.#4 applies] Election to litigate by other party</strong></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><strong>STEP #6 - Mediation</strong></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. The 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 that may be required to manage and supervise the proposed change.

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 Four percent (4%) fee plus One point Two (1.2%) fee for subcontractor bonding 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 plus Four percent (4%) fee plus One point Two (1.2%) fee for subcontractor bonding for the CM/Contractor. Total combined CM/Contractor and Subcontractor fee shall not exceed 25.2%.

.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 Five percent (5%) fee for the Subcontractor, plus Five percent (5%) overhead plus Four percent (4%) fee plus One point Two (1.2%) fee for subcontractor bonding for the CM/Contractor. Total combined CM/Contractor, Subcontractor and all sub-subcontractor fee shall not exceed 30.2%.

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.

.5 The CM/Contractor shall not be entitled to any CM/Contractor Fee under any of the foregoing provisions, except for the fees for subcontractors of any tier, if the Contract Sum is then below Maximum Anticipated Contract Value. This is new.

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.
7.3 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.

7.7 COMPLETION OF THE WORK

7.7.1 The date of completion 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 (4), February (4), March (2), April (1), May (1), June (0), July (0), August (0), September (1), October (1), November (2), and December (3).

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 completed, 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.
10.2 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 General Conditions.

11.1.8 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:

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<tr>
<th>Minimum Requirement</th>
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<tbody>
<tr>
<td><strong>11.1.2.1 Commercial Form General Liability Insurance-</strong></td>
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<tr>
<td>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>
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<tr>
<td>General Aggregate</td>
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</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 District, listed in the latest published State of California, Department of Insurance, list of “Insurers Admitted to Transact Surety Insurance in This State.”
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 30 days of the District’s issuance of the Notice of Intent change order approving work under this agreement, 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 and in no way limits either CM/Contractor's liability for Defective Work or the time within which
proceedings may be commenced to enforce CM/Contractor's obligations under the Contract Documents.

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 persistsently 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 persistsently 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 persistsently 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:
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.

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.

Plus previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.

Plus any proven Losses with respect to materials and equipment directly resulting from such termination.

Plus reasonable demobilization costs.

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.
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 training.

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 journeyworkers 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 journeyworkers 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 therefore 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 journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker 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.

ARTICLE 15
MISCELLANEOUS PROVISIONS

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 telecopy 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.
Document 00530 - Bovis Lend Lease Subcontract and Forms

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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 superintend 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 payments 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 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).

Contractor shall review each Application for Payment together with such supporting documents as required under Article 5 of this Subcontract and as otherwise requested by Owner or Contractor. Contractor shall then approve, modify or reject, in whole or in part, such Application for Payment. Contractor reserves the right to advance the date of any payment until this Subcontract has been properly executed and all persons furnishing any labor, material, or services in furtherance of any Work furnished hereunder. If required by Contractor, Contractor shall first apply all progress payments as trustee to satisfy all taxes and insurance applicable thereto are also paid. Subcontractor shall 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.

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
Project; (b) to complete the Work if it appears that funds remaining in the Subcontract, including retainage and exclusive of back-charges, are insufficient to complete the Work; (c) to reimburse Contractor for any backcharges incurred as a result of any act or omission by Subcontractor hereunder; (d) to protect Contractor from the possible consequences of any other breach or default by Subcontractor hereunder; or (e) to secure Contractor with respect to any breach or default by Subcontractor or its affiliates, parent company and subsidiaries under any other agreement.

Payment hereunder shall not be evidence of the proper performance or progress of the Work and no payment shall be construed to be acceptance of defective, faulty or improper work or materials. To the extent that payment is requested for any Work which requires the preparation of construction documents which are maintained on electronic media, no payment shall be due until delivery of the data for such construction documents in a format which is acceptable to Contractor.

Subcontractor shall at all times cooperate, in the course of its performance of the Work and of the Contract Documents, with any lending entity or entities providing financing for 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 stand-by 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.
ARTICLE 8, CHANGE ORDERS

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 claimed 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 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 to Contractor and Contractor’s assigns. Contractor may assign this Subcontract at any time without the consent of Subcontractor, or Subcontractor’s payment and performance sureties or guarantors, if any.

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.

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 pending proceedings or orders.

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 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 Leakage 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.

The Project has a zero tolerance, no smoking policy. Any employee of Subcontractor found smoking at the Project shall be removed from the Project immediately and shall be barred from any other Contractor projects. If any employee of Subcontractor is found smoking, Subcontractor shall be fined $5,000.00 for the first offense and $10,000.00 for each subsequent incident. All workers employed by Subcontractor at the Project must sign an acknowledgement that they are fully aware of the Project’s zero tolerance, no smoking 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 within one (1) year 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 fur-

ished 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 or 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 allContract 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 per-
skill, conformity, promptness and diligence required hereunder; quantities and of required quality to perform the Work with the 
ment, supervision and other things required of it in sufficient 
(d) fails to properly and promptly make pay-
(b) cause interferen ce, stoppage, or delay to 
Should Subcontractor at any time: 
ize, at its own expense, overtime labor (including Saturday and 
(i) require that Subcontractor util-
performance or observance of any of the covenants, conditions, or 
other terms of this Subcontract (including, but not limited to, 
then in any such 
(e) fail in the Contractor's opinion in the per-
(c) become insolvent;
(d) fails to properly and promptly make pay-
ment for all materials and services provided in the performance 
for the Work; or
(e) fail in the Contractor's opinion in the perf-
ize, at its own expense, overtime labor (including Saturday and 
additional shifts as necessary to overcome 
the consequences of any delay attributable to Subcontractor's 
delay; 
(ii) attempt to remedy the default by 
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 Subcontrac-
tor) and deducting the cost thereof (plus an allowance for admin-
istrative 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 take possession of the 
Work, and all materials, equipment, facilities, plants, tools, sca-
folds and appliances of Subcontractor relating to the Work, for 
the purposes of completing the Work and securing to Contractor the payment of its costs (plus an allowance for administrative 
burden equal to fifteen percent (15%) of such costs) and other 
damages under the Subcontract and for the breach thereof, if 
the nature of the default and the steps necessary to cure the 
claimed default.
Subcontractor shall not be entitled to termi-
nate 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 terminat
on account of Contractor's failure to pay an amount to Subcontra-
tor 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 Sub-
contractor ("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 termi-
nate 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 subcontract 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 set off 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, neuter 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 complement each other. If, however, any provision of this Subcontract irreconcilably conflicts with a provision of the Contract Documents, the provision imposing the greater duty on the Subcontractor shall govern.

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 xx pages, dated xxxxx
- Exhibit B (General Scope of Subcontractor's Work) consisting of 11 pages, dated 09/09/09
- Exhibit B.1 (Subcontractor's Specific Scope of Work) consisting of xx pages, dated xxxx
- Exhibit C (Insurance Requirements) consisting of 2 pages
- Exhibit D (Unit Prices) consisting of 4 pages, dated 09/08/09
  (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 1 pages, dated 04/27/09
- Exhibit F (Bonding Requirements and Required Bond Forms) consisting of 8 pages
- Exhibit H (Requisitioning) consisting of 9 pages
- Exhibit J (Safety) consisting of 9 pages, dated 09/09/09
- Exhibit J.1 (Logistic Plan) consisting of 24 pages, dated 10/06/08
- Exhibit J.2 (Storm Water Pollution Prevention Plan – SWPPP) consisting of xxx pages, dated xxx
- Exhibit P (Prevailing Wage) consisting of 11 pages
- Exhibit L (Project Labor agreement) consisting of 40 pages
- Exhibit S (SBE Rules & Regulations) consisting of 18 pages
- California State Addendum consisting of 2 pages
- Additional Exhibits:
  - Certificate of Guarantee consisting of 1 page
  - Certificate of Warranty consisting of 1 page

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:
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:

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.
California Addendum

City College of San Francisco, Chinatown / North Beach Campus – Main Building and Annex

Project # 62940300

California Addendum
California
Addendum to Subcontract

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 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, related to, attributable to, or which may otherwise by 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.
Exhibit “A” – Drawing List & Reference Documents

City College of San Francisco, Chinatown / North Beach Campus – Main Building and Annex

Project # 62940300

EXHIBIT A

Drawing List & Reference Documents
# EXHIBIT A - DRAWING AND SPECIFICATION LIST

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Tredwell & Rollo Memorandum Dated 6/9/08  
Tredwell & Rollo Soils Report Dated 7/25/05

**SWPPP**

Stormwater Pollution Prevention Plan Dated 3/12/09
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15075 Mechanical Identification Issue for Bid (09-11-09)
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<td>Commissioning of Electrical Systems</td>
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**DIVISION 17**
Geotechnical / Soils Reports
Treadwell & Rollo Revised Geologic Hazard Evaluation And Geotechnical Investigation City College of San Francisco Chinatown/North Beach Campus San Francisco, California dated January 22, 2008.
Treadwell & Rollo Memorandum from Ramin Golesorkhi to Dr. Vahid Sattari dated June 9, 2008 with the Subject: Revision to Site-Specific Spectra.
Treadwell & Rollo Memorandum from Cary Ronan and Ramin Golesorkhi dated October 21, 2008 with the Subject: Horizontal Surcharge Pressures Resulting from Lot 8 and Lot 6 Existing Building Loads.
Treadwell & Rollo Soil And Groundwater Management Plan Addendum (Lot 5 Area) for Chinatown/North Beach Campus San Francisco, California dated April 14, 2009.

SWPPP
Stormwater Pollution Prevention Plan for Lot 5 Dated 3/12/09
Exhibit “B” – General Scope of Subcontractor’s Work

City College of San Francisco, Chinatown / North Beach Campus – Main Building and Annex
Project # 62940300

EXHIBIT B

General Scope of Subcontractor’s Work
I. General Provisions

1. **General Compliance:** The Subcontractor 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 Subcontractor / Sub-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. Subcontractor 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. Subcontractor shall be responsible for the posting of all notices required to comply with the Applicable Laws and Regulations.

2. **Workmanship:** The Subcontractor 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). Subcontractor 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 Subcontractor 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. **Translator:** In addition to the requirement for an English speaking supervisor, Subcontractor agrees to provide at least one person on site at all times who can communicate or translate from English to the appropriate language of each employee (for that respective company) working on the project site. At a minimum, this individual must be able to communicate/translate safety and basic work instructions. As needed this individual will attend safety orientations with any of their companies non-English speaking employees that start work at the site later that the individual (in addition to the individual’s own safety orientation) to ensure that the employee understands all of the site safety requirements.

4. **No Smoking Policy:** The Project has a zero tolerance, no smoking policy. Any employee of Subcontractor found smoking at the Project shall be removed from the Project immediately and shall be barred from any other Contractor projects. If any employee of Subcontractor is found smoking, Subcontractor shall be fined $5,000.00 for the first offense and $10,000.00 for each subsequent incident. All workers employed by Subcontractor at the Project must sign an acknowledgement that they are fully aware of the Project’s zero tolerance, no smoking policy.

5. **Insurance:** Subcontractor understands and has reviewed the Bovis Lend Lease, Inc.’s Insurance Requirements per Exhibit C which states: Commercial General Liability with a combined single limit for Bodily Injury, Personal Injury, and Property Damage of at least $5,000,000.00 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. Subcontractor to include premium (if necessary) in bid amount to include amounts in subcontract to cover any additional insurance premiums as outlined in the Exhibit C Insurance Requirements.
6. **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.

7. **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 Subcontractor. Subcontractor 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.

8. **License Requirements:** License numbers indicated on the Invitation to Bid form represent a minimum requirement and are presented for information only. Bidders are instructed to inquire and comply with all State of California requirements. All bidders must be familiar with the current labor agreements which may or may not be included in Attachment A of the Project Labor Agreement.

9. **Conditions of Approval:** Related to many aspects of the project, which require a minimum level of pre-construction planning and close coordination prior to proceeding with the work. Subcontractor shall submit a proposed plan specifically describing its means and methods to achieve the project’s 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

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

11. **Permits & Approvals:** Subcontractor is responsible for application, approval and payment for all permits and approvals required for the performance of Subcontractor’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.
12. **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. Subcontractor includes all costs for standby trades (such as BLL staff to open job site, hoist operators, etc.) when Subcontractor chooses (or needs to, in order to make up schedule for Subcontractor’s own work due to Subcontractor’s own delay) to work beyond normal working hours and on Saturday or Sunday.

13. **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. Subcontractor shall promptly rectify any errors due to Subcontractor’s failure to verify all such grades, elevations, locations or dimensions without any increase to the Contract Price.

14. **Existing Conditions/Building Authorities:** Subcontractor 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 subcontractor's scope of work. Subcontractor further warrants that Subcontractor 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.

15. **Work of Others:** If any part of Subcontractor’s Work depends upon the work of the Owner or another subcontractor, Subcontractor 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 Subcontractor to report discrepancies or defects shall constitute an acceptance of Owner’s or other subcontractor’s work as fit and proper to receive Subcontractor’s Work, except as to defects that may subsequently become apparent in work by others.

Should Subcontractor cause damage to the work or property of Owner or another subcontractor, Subcontractor shall, upon due notice, promptly attempt to remedy or otherwise settle with such other subcontractor by agreement, or otherwise to resolve the dispute.

16. **Discrepancies:** The Subcontractor 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 Subcontractor 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 Subcontractor shall be responsible for the required correction. All costs incurred due to any incorrect installation shall be born by the Subcontractor.

17. **Occupied Facilities:** Subcontractor understands that the project is in the center of an extremely active area. They are major city Streets/Avenues (Kearney, Washington and Columbus) surrounding the project which are regularly heavily congested. The subcontractor agrees to take great care working in this congested area. There are also fully operational and occupied residential retail and office buildings within close proximity to the project and Subcontractor also agrees to take great care while working above and adjacent to utilities and buildings, etc., so as not to damage or disrupt operations of the existing facilities. Subcontractor 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.
18. **Inspections:** Subcontractor shall cooperate with the on-site inspector to the fullest extent as required by the Contract Documents, drawings and specifications.

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

Subcontractor 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. Subcontractor shall bear all costs arising there from.

Subcontractor 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 subcontractor's noncompliance with the contract as evidence by tests and inspection reports. Reference the project specifications for further details.

19. **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.

20. **Coordination with Other Trades:** This Subcontractor 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 Subcontractor at no additional cost.

Subcontractor shall coordinate and cooperate in all respects, during every phase of Subcontractor’s performance of the work, with Owner, Contractor, Architect, Other Subcontractors, 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. Subcontractor 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 Subcontractors and occasional disruptions to Subcontractor’s performance of the work. Subcontractor acknowledges and recognizes that the performance by others involved in the project of their respective work or the application of this clause may delay Subcontractor in the performance of the work or render the performance thereof more costly than if Subcontractor was not bound by the provisions of this clause. Subcontractor 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 Subcontractor 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 Subcontractor.

Without limitation of the obligations set forth in the preceding paragraph, Subcontractor 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 Subcontractor may be limited or prohibited. Subcontractor 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, Subcontractor 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 Subcontractor will redirect his personnel to immediately work in a different area.

21. **As-Built Documents:** Subcontractor 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 Subcontractors 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.

**SUBCONTRACTOR UNDERSTANDS AND AGREES THAT PERIODIC SUBMISSION OF AS-BUILT DOCUMENTS AND INFORMATION IS A CONDITION OF RELEASE OF PROGRESS PAYMENTS. IT IS THE SUBCONTRACTOR’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 Subcontractor uses AutoCAD or other electronic means to generate such as-built information, Subcontractor shall include copies of the electronic data (i.e. “disks”) along with hard copies of final as-built submissions.

Subcontractor is to provide as built drawings locating all embed placement, including any required surveying to insure that any deviations from Subcontractor'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).

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

22. **Mock-ups:** All costs associated with "mock-up" work (where applicable) required to coordinate Subcontractor's work with that of another subcontractor 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.

23. **Site Access:** Subcontractor and its affiliates and sub-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 Subcontractor’s expense.

Subcontractor 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.
Subcontractor 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.

24. **Parking:** Subcontractor is responsible for all employee travel time between any parking area and designated parking lots (specified for use by Contractor). Onsite parking will NOT be provided for Subcontractor's labor force. Parking fees for offsite parking required shall be the responsibility of Subcontractor.

25. **Site Communications:** Subcontractor 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.

26. **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. Subcontractor 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, Subcontractor 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.

27. **Site Loading:** Subcontractor shall limit material and equipment loads on the structure to loads only specifically approved by the engineer of record, including location, weight and dynamics.

28. **Layout:** Subcontractor shall include all necessary layout required to perform the Work. Offsite benchmarks and property line offsets will be provided for Subcontractor’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 Subcontractor. Subcontractor is solely responsible for proper layout of the work, and for all lines and measurements for all the work executed under the Contract Documents.

29. **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.

30. **Protection of the Work:** Subcontractor 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. Subcontractor will also exercise caution to ensure structure and finishes are not damaged during equipment and/or material delivery and/or installation.

The Subcontractor 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
Subcontractor. 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 Subcontractor.

31. **Damaged Work:** Subcontractor 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. Subcontractor’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 Subcontractor’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 Subcontractor directly at his cost or covered by insurance.

32. **Damage by Another Subcontractor:** If Subcontractor’s work is damaged by another, the Subcontractor 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 Subcontractor whose work was damaged.

33. **Temporary Site Offices:** Subcontractor 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, Subcontractor 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 Subcontractor’s work. Locations of the above must be reviewed and approved in writing by Contractor or as otherwise instructed by Contractor. Subcontractor 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.

34. **Subcontractors Temporary Facilities:** Contractor includes furnishing and maintaining temporary on-site toilet facilities and water. Subcontractor 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 devices, 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 Subcontractor. Water supplied by Contractor shall be limited to (1 ea) ¾" hose bib on each level. Subcontractor to provide drinking water for its own workers.

35. **Scaffolding:** Subcontractor 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.

36. **Hoisting:** Subcontractor 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. Subcontractor 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 with out
penalty, prioritize and schedule usage of the hoist. Contractor shall not be held liable for Subcontractor’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 of 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.

A tower crane will be onsite during the erection of the vertical concrete structure. The tower crane will be used by the concrete, formwork and rebar subcontractors to erect the concrete structure. The concrete, formwork and rebar subcontractors will have first priority on its usage. Subcontractor at the sole discretion of Contractor may – ahead of time – schedule use of the tower crane. If tower crane time becomes available, Contractor will make reasonable efforts to schedule Subcontractor usage during straight time or overtime hours; however, Contractor cannot guarantee its availability.

Subcontractor 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.

37. **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. Subcontractor is responsible for distribution thereafter as required for its work. Subcontractor shall provide all extension cords and maintenance thereof for its work. Any power other than 120V receptacles shall be the responsibility of Subcontractor. Contractor shall not provide power for welding machines.

Contractor shall provide general site lighting meeting Cal-OSHA minimum requirements. Subcontractor shall provide additional task lighting for its work required.

Contractor shall provide main temporary power and lighting service and temporary electrical panels as required. Temporary panel shall not exceed fifty (50) feet from any interior building location. Subcontractor is responsible for distribution thereafter as required for its work. Subcontractor shall provide all extension cords, task lighting and maintenance thereof for its work. Any power other than 120V receptacles shall be the responsibility of Subcontractor. Contractor shall not provide power for welding machines. **The terms of this paragraph shall be enforced unless modified in Exhibit B.1, SPECIFIC SCOPE OF SUBCONTRACTOR’S WORK.**

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

Chord Management – Subcontractor shall keep all electrical chords off the floors during construction. All chords shall be suspended overhead so as not to be an impediment to movement of foot traffic, carts, buggies, etc.

38. **Utility Location:** Subcontractor 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 subcontractor, his employees or any sub-subcontractors. Such notifications must be made with sufficient lead times so as not to delay the performance of Subcontractor’s work in accordance with the project schedule.

39. **Project Logistics Plan:** The contractor shall develop a plan that indicates the proposed layout of the fencing, project offices, hoist tower crane 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 subcontractor upon request.

At temporary facilities locations, such as the tie backs for cranes, entry points for hoists, etc., patching, repairs, fill-in and ‘comeback’ as related to the proper completion of this Subcontractor’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)

III. Other Provisions

1. **Regarding Weather Delays:** Subcontractor includes in the contract sum price five (5) rain-day delays above and beyond the project area’s normal rainfall average.

2. **Resources:** Subcontractor 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. Subcontractor 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 its ‘Incident & Injury Free’ (IIF) vision.

3. **Supervision:** Subcontractor 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:** Subcontractor 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 Subcontractor. 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 or Subcontractor’s schedule will be effect in accordance with the change order procedures of this contract.

6. **Daily Reports:** Subcontractor 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:** Subcontractor 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. Subcontractor is required to use the system; failure by Subcontractor 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 Subcontractor’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 Subcontractor understands and agrees to provide sufficient manpower and materials, and to coordinate with all other Subcontractors 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 Subcontractor recognizes that his/her Work schedule may need to be altered to work around other job activities as required.

This Subcontractor 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 Subcontractor 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 Subcontractor, until such time as the works achieve their intended status.

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

Subcontractor will submit installation schedule broken down by phase.

This Subcontractor 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 Subcontractor.

Subcontractor 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 Subcontractor 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 Subcontractor’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 its 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 Subcontractor 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 Subcontractor 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 Subcontractor 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. Subcontractor 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 Subcontractor at no additional cost.

15. **Proposal Qualifications / Exclusions:** Qualifications and exclusions contained in Subcontractor’s proposal for this work are not accepted or agreed to unless specifically incorporated in this Scope of Work.

16. **Environmental Regulations:** The Subcontractor 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 “B1” – Subcontractors Specific Scope of Work
City College of San Francisco, Chinatown / North Beach Campus – Main Building and Annex
Project # 62940300

EXHIBIT B.1

Subcontractor’s Specific Scope of Work
This Scope includes the drawings and specifications sets Issued for Bid 9/11/09 for the Main Building. Reference Exhibit A for an entire document list.

A. General Project Description:
Lot 5, the Annex Building is a new construction 4 story building with a basement and 3 elevators located in Chinatown/North Beach between Kearny Street and Columbus Avenue off Washington Street. The Annex Building consists of an auditorium, laboratories, culinary laboratory and classrooms. The structure consists of poured in place mat slab, elevated concrete slabs with concrete columns and shear walls. The exterior façade incorporates GFRC panels with a window wall system.

Lots 9 & 10, the Main Building is a new construction 14 story building with a basement with 7 elevators located in Chinatown/North Beach at the intersection of Kearny Street and Washington Street. The Main Building consists of professor offices, library, lounge, classrooms, work stations, faculty offices, and laboratories. The structure consists of poured in place sub-grade footers and grade beams, slab on grade, elevated concrete slabs with concrete columns and shear walls, and a structural steel supported roof. The exterior façade incorporates GFRC panels with a window wall system with designated areas for customized Frit glazing panels.

B. Scope General:
The intent of the Contract Documents is that this scope of work shall include all work, both necessary and incidental, for the Personnel & Material Hoists for the City College of San Francisco, Chinatown North Beach Campus (Annex Building – Lot 5 & Main Building – Lots 9 & 10) project. Unless specifically noted otherwise, this scope of work applies to all work for the CCSF Chinatown North Beach Campus (Annex Building – Lot 5 & Main Building – Lots 9 & 10) project.

This scope of work is intended to define, but not limit, the scope of work to be performed by the Subcontractor. The scope of work shall include all necessary labor, materials, accessories, equipment, hardware, fasteners, tools, layout, engineering, supervision, coordination, hoisting, scaffolding, submittals, shop drawings, samples, mockups (if applicable), packaging, trucking, freight, delivery, off-site parking for crews, permits, insurance, overhead, profit, fringe benefits, taxes and all other services and charges, and shall be in accordance with the Contract Documents, complete in every respect, for the referenced scope and related work for this project.

The Drawings and Specifications are to be treated by Subcontractor 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 below listed items in this scope of work are not intended to exclude any other items of work required by the Architect, Engineer, MEPF consultant, 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. All systems of this scope of work are to be complete and finished in every respect.

Based on the contract documents, the Subcontractor will develop complete sets of shop drawings suitable for review and approval by the Project Architect, the Division of State of Architects (DSA), OSHA, and Cal/OSHA. If need be the subcontractor will work with the Project Architect to finalize the appearance and location of connection details, abutments, transitions, cross-sections, colors, performance criteria, and other design characteristics of the work that have not been clearly illustrated or expressed in the documents.

A) Bidder, if successful, shall enter into a Subcontract with Bovis Lend Lease, Inc. as provided in the sample Subcontract format in Section 00530 of the bid package, without modification. No subcontractor riders, subcontractor terms and conditions, etc. will be accepted or allowed. Subcontractor shall also obtain the required Performance and Labor & Material Bonds (reference Exhibit F – Bonding Requirements) for
the Bovis Lend Lease, Inc. standard Subcontract. Subcontractor shall obtain the respective said Bonds within two weeks after the execution of the standard Subcontract. Subcontractor understands that (post bid award and upon District approval) all original copies of the Bovis Lend Lease, Inc. and Subcontracts will be signed and executed at Bovis Lend Lease, Inc.’s San Francisco Main Office or at the Project Site Office.

B) 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. Reference Exhibit D for additional information on labor/unit rates.

C) The District’s Builder’s Risk policy allows for a $25,000 deductible on all occurrences. If the Subcontractor is found to have contributed to an action that gives rise to a claim against the Owner’s Builder’s Risk (BR) policy, requiring the District to seek reimbursement from Contractor for the deductible, Subcontractor will in turn reimburse Contractor the full or pro-rated amount of the deductible cost paid to the District on their behalf. Should the work of this Subcontractor be damaged due to no fault of this Subcontractor or of another entity from which the deductible may be recovered, the amount reimbursed to this Subcontractor for the repair work shall be reduced by the full or pro-rated amount of the deductible.

D) All work shall be in compliance with the Project Labor Agreement (PLA). Subcontractor acknowledges this project’s Project Labor Agreement, along with the requirement for certified payrolls (Reference Subcontract Exhibit F and specification section 01385 for details on certified payroll requirements). Any penalty assessed by the District or the State against Contractor for this Subcontractor’s failure to comply with required payments or recordings will be charged against this subcontract, including all processing costs and additional penalties.

E) The Chinatown/North Beach project is scheduled to be a LEED Gold facility. If applicable, provide all documentation necessary to support recycling content quantities or other sustainable information in a timely manner and no later than the time that the standard project literature submittals for the Personnel & Material Hoists work are submitted to the Contractor.

F) The prime contract with the District outlines strict durations for notifications and change order pricing requirements. Subcontractor understands these requirements and agrees that failure to respond within the time requirements as detailed or requested by Contractor will void Subcontractor’s ability to recover under the terms of the agreement.

G) License numbers indicated on the Invitation to Bid forms represent a minimum requirement and are presented for information only. Bidders/Subcontractors are instructed to inquire and comply with all State of California requirements.

H) All bidders must be familiar with current labor agreements which may or may not be included in Attachment A of the Project Labor Agreement. Subcontractor is required to sign and return the Letter of Assent no later than 10 days of the Notice of Award of this Subcontract acknowledging the Project Labor Agreement.

I) Subcontractor 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, Inc.

J) The base subcontract amount does not include the performance and payment bond premiums. Once the subcontractor submits the bonds per the format included in Exhibit F, then the Contractor shall issue a change order to the Subcontractor for the premium amount depicted on the bond form. No mark-ups allowed on the bond premium costs.

K) Subcontractor understands and has reviewed the Bovis Lend Lease, Inc.’s Insurance Requirements per Exhibit C and includes all insurance premium costs in the base subcontract amount to provide all insurance coverages as outlined in the Exhibit C including the $5 million coverage for commercial general liability insurance.

L) All work shall be completed in accordance with the Performance Schedule (Exhibit G) distributed as part of the Bid Documents. Subcontract price also specifically includes all labor wage increases that may occur through the duration of this project. The costs of any overtime required to meet the activity durations as outlined in the Exhibit G schedule is included in the subcontract price.

M) The Bidder is familiar with the College’s policy as outlined in Project Labor Agreement (PLA) Article III (Exhibit L – PLA) to encourage the training and employment of apprentices who are, or have been students of City College and to hire construction workers from among the residents of San Francisco and to make a
particular effort to employ workers living in the impacted Chinatown/North Beach neighborhood and the surrounding zip codes of 94102, 94104, 94108, 94109 and 94133. Additionally Bidder acknowledges that the San Francisco Community College District seeks to strengthen enforcement of local hiring provisions by recognizing the 40% local hiring goal developed by the PLA Joint Administrative Committee. Subcontractor shall submit a plan within 2 weeks of Subcontract award that outlines Subcontractor’s methods using existing forces or through new hires to achieve this goal.

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

Overview
a) Subcontractor includes all required supervision, labor, materials, tools, equipment, services, crane hoisting, scaffolds, permits, certifications, taxes, fees, certified flagmen, machinery, Special Traffic Permits (i.e. street closure permits), shipping/delivery via trucking and all other items necessary to complete and perform the work outlined in this Exhibit B.1 Specific Scope of Work and Division 1 (General Requirements) of the Specifications.

b) The drawings and specifications issued and other documents contained within the Contract Documents (Reference Exhibit A) are intended as an indication of the intent of the work to be performed only. It is the sole responsibility of the Subcontractor to coordinate and complete the Personnel & Material Hoists for the building to the satisfaction of the design consultants, City College of San Francisco (CCSF), Cal OSHA, Contractor, Division of the State Architect of California (DSA), City of San Francisco, the Fire Department, Insurance Underwriters, and all other authorities having jurisdiction over the project.

c) The scope of the work includes Personnel & Material Hoists and related items shown on the contract documents as described below and as required for completion of this scope of work. It is the responsibility of this subcontractor to seek the information necessary to complete and coordinate their work with that of following trades.

d) Subcontractor will visit the existing site at the Annex Building – Lot 5 and the Main Building - Lots 9 & 10 to familiarize themselves with all the existing conditions. The Annex Building – Lot 5 is located just west of the intersection of Columbus Avenue and Washington Street. The Main Building - Lots 9 & 10 is located on northeast corner of Kearny Street and Washington Street.

e) The Drawings and Specifications are intended as an indication of the intent of the Work to be performed only. It is the sole responsibility of the Subcontractor to fully provide all necessary equipment and supervision to perform all work necessary to complete the full scope of this work to the satisfaction of the Architectural Consultants, Structural Engineer, Contractor and authorities with jurisdiction over the project, and prevent damage of any kind to adjacent and nearby properties.

f) This Subcontractor is responsible for all temporary street closure permits, temporary lights, barricades, enclosures, signage, off-site storage, permits, water control, etc. required to fully complete the scope of work.

g) Subcontractor includes Traffic Control (i.e. certified flagmen for signaling and flagging) in base bid to perform and complete this scope of work. Any additional traffic control required by the governing jurisdiction (above certified flagmen) will be covered under a Traffic Control Allowance (reference Section D. Allowances). If required by the governing jurisdiction, this traffic control allowance will be used to cover arrow boards, policemen, etc. Subcontractor will not use this traffic control allowances unless authorized by Bovis Lend Lease, Inc. All subcontractor tickets will need to be verified and signed by Bovis Lend Lease, Inc. field supervision on a daily basis (on the day the work was performed). Any tickets not signed by Bovis Lend Lease, Inc. will be deemed not verified, will be dismissed, and will not be reconciled against the traffic control allowance.

h) During personnel & material hoist mobilization, erection, mast jumping, dismantle, and demobilization this Subcontractor will be responsible for establishing and maintaining traffic control (i.e. certified flagmen for signaling and flagging) during the performance of this work to the satisfaction of the City of San Francisco, Division State of Architect of California (DSA), Owner (CCSF), Contractor, Cal OSHA, San Francisco Department of Building Inspection (SF DBI), and any other Governing Authority having jurisdiction over the work and project.
i) During personnel & material hoist mobilization, erection, mast jumping, dismantle, and demobilization this subcontractor to include a detailed traffic management plan (one plan each for the Annex Building and the Main Building) that details how traffic (including pedestrian) will be managed at all times during personnel & material hoist mobilization, erection, mast jumping, dismantling, and demobilization including how the public will be protected and how public traffic will be minimally disrupted. In order to avoid impacts to the construction schedule, such plans are to be provided and submitted to the Contractor 3 weeks after signing the Subcontracts. Subcontractor recognizes that such plans are subject to the approval of the Governing Authorities.

j) Subcontractor is responsible for coordinating with all Governing Authorities who have jurisdiction over the project, the City of San Francisco, the Owner, the Contractor, site utilities, other Subcontractors, and any applicable agency to devise a fully developed and workable written logistics and site construction plan (one plan each for the Annex Building and the Main Building) for work associated with the personnel & material hoist mobilization, erection, mast jumping, dismantling, and demobilization so as not to hinder others from performing their scopes of work safely, efficiently, and economically.

k) Subcontractor understands that there is no on-site stockpiling or storing of materials or equipment at the Annex Building – Lot 5 and at the Main Building - Lots 9 & 10. Subcontractor includes all off site stockpiling and storing of all materials, equipment, etc. for this project to complete this scope of work.

l) Subcontractor is to obtain all permits, certifications, and approvals from the appropriate authorities as required to enable the completion of this scope of work. The Owner (CCSF) will obtain the Building Permit only.

m) The Subcontractor shall maintain a daily log of all construction activities (Daily Construction Reports) and shall present and submit this documentation to the Contractor and Owner on a daily basis after each completion work day/shift.

n) Subcontractor shall cooperate with the on-site inspectors, city officials, Cal OSHA, DSA, representatives of the San Francisco Fire Department, San Francisco Department of Building Inspections, and any other interested parties to the fullest extent as required by the Contract Documents. No changes to the Work based on directions, verbal or written, issued by any of these people or institutions are to be incorporated until written direction is given by Bovis Lend Lease, Inc.

o) Subcontractor includes all supervision and labor required for all the inspections, permitting, and Cal OSHA certifications of the Annex Building – Lot 5 and the Main Building – Lots 9 & 10 personnel and material hoists.

p) This Subcontractor shall stage deliveries of all equipment and materials such that it does not impede pedestrian or street traffic in any way. If multiple deliveries are made at the same time, Subcontractor will provide traffic control including certified flagman, signage, traffic barricades, etc. to the satisfaction of the City of San Francisco, Division State of Architect of California (DSA), Owner (CCSF), Contractor, Cal OSHA, San Francisco Department of Building Inspection (SF DBI), and any other authority having jurisdiction over the work and project.

q) Subcontractor shall be responsible for contacting, scheduling and managing all required Cal OSHA inspections and re-inspections for the Annex Building and the Main Building personnel & material hoists including management until inspections and Cal OSHA certifications have been achieved and issued.

r) Subcontractor shall afford full and free access to any and all parts of the work at anytime unless directed otherwise by Contractor or as would put any inspector or review authority in physical harm.

s) Subcontractor shall be charged for the re-testing and re-inspection resulting from Subcontractor’s poor quality control or Subcontractor’s non-compliance with this Subcontract and Equipment Lease Agreement as evidenced by tests and inspection by Owner’s testing agency. The Subcontractor will not be entitled to any additional compensation due to down time experienced by specified testing procedures or re-design required due to encountering an obstruction or unforeseen subsurface conditions unless this Subcontractor has completed all work available.

t) Jobsite cleanup is to be carried out on a daily basis. During personnel & material hoist mobilization, erection, mast jumping, dismantling, and demobilization, Subcontractor to remove all waste and unwanted equipment and materials to an appropriate off-site location at the end of each work day.

u) Subcontractor will replace or repair any damages incurred by this Subcontractor’s work to existing structures, including finishes (i.e. GFRC panels, glazing system, etc.).
v) The personnel & material hoist equipment designated for the Annex Building – Lot 5 and the Main Building – Lots 9 & 10 must be in good working/operational condition, will meet the highest appropriate technical standards, comply with all relevant legislation and good practice, and be operated only by certified competent persons. All construction personnel & material hoists used on Bovis Lend Lease, Inc. projects must be suitable for the tasks they are required to perform, be in sound condition, and thoroughly inspected (with appropriate certificates). Construction personnel & material hoists that have key parts that are more than 10 years old must be supplied with written confirmation that these are parts and connections have been thoroughly examined, inspected, and meet the manufacturer’s specifications and all current safety requirements.

w) Subcontractor understands that there is no on-site parking for Subcontractor employees (i.e. foreman, erectors, operators, riggers, etc.). Subcontractor includes off-site parking for their respective employees.

x) All Subcontractor employees (i.e. foreman, erectors, operators, riggers, etc.) will comply with the Zero Tolerance, No Smoking Policy while performing this scope of work on the premises of the project as outlined in the Subcontract, Exhibit B – General Scope of Subcontractor’s Work and Exhibit J – Safety.

y) Job Safety Analysis (JSA) & Pre-task Planning – For every new major new activity (i.e. personnel and material hoist mobilization, erection, dismantling, demobilization), the Subcontractor shall submit to the Contractor a project specific hand written or typed Job Safety Analysis & Pre-task Planning on Subcontractor’s letterhead outlining how the Subcontractor shall perform the specific work or job duty safely, efficiently, and effectively. Subcontractor shall submit Job Safety Analysis & Pre-task Planning documents to the Contractor 48 hours before the specific work or job duty is to be performed.

z) Site Specific Safety Plan - Subcontractor will submit their proposed Site Specific Safety Plan (SSSP) for the entire scope of work (i.e. operating, erection, mast jumping, and dismantling of the 2 personnel & material hoists), including any required shop drawings, sketches and/or load distribution diagrams 2 weeks after signing/executing the Subcontract with the Contractor. Subcontractor shall engage Contractor in pre-task planning of these activities and shall not proceed until Contractor has approved Subcontractor’s methods.

aa) Small Business Enterprise Program - Subcontractor understands that there is a Small Business Enterprise (SBE) requirement for Bid Package 4.20 (Main Building & Annex Building Construction Personnel & Material Hoists). The Small Business Enterprise rules, regulations, and forms are as outlined in Exhibit S – SBE Rules & Regulations. Mason Tillman Associates, Ltd. (the Owner’s SBE Consultant) has set a 17% Small Business Enterprise Goal for Bid Package 4.20. The Subcontractor will make every attempt to reach this SBE goal. If the subcontractor falls short of this SBE goal, then subcontractor will make every attempt to obtain the Good Faith Effort (GFE). Subcontractor bids will not be considered without documentation of Good Faith Efforts to meet Small Business Enterprise (SBE) Program for Construction Contracting goals. Good Faith Efforts (GFE) include, but are not limited to advertising, initial outreach to potential SBE certified subcontractors (i.e. copies of correspondence, faxes, and telephone logs, containing names of organizations or firms, persons contacted, and the date of contact), attending the bid package pre-bid meeting, contact/outreach follow-ups (i.e. copies of correspondence, faxes, and telephone logs, containing names of organizations or firms, persons contacted, and the date of contact), etc. The Good Faith Effort (GFE) criteria are also outlined in the Exhibit S – SBE Rules & Regulations. Subcontractor understands that if the Subcontractor does not achieve the SBE goals and does not obtain the Good Faith Effort then the Subcontractor (and Subcontractor’s submitted bid) may be deemed non-responsive. Any additional Small Business Enterprise (SBE) and Good Faith Effort (GFE) questions and inquiries may be directed to Marian Lam of CCSF at (415) 452-5277.

C. Scope Specific:
Subcontractor to perform mobilization, erection, hoist operation, service/maintenance, mast jumping (which includes all multiple mobilizations for each building), dismantling, and demobilization of the Personnel & Material Hoists and related work as required for the Annex Building – Lot 5 and the Main Building – Lots 9 & 10, including but not limited to the following:
a) Subcontractor to provide labor, supervision, certified riggers, technicians, certified flagmen, equipment, crane hoisting, materials, street closure permits, certifications, freight in and out of the job site, trucking, all applicable permits to perform this scope of work, etc. to mobilize, erect, mast jump, dismantle, and demobilize one single car construction personnel and material hoist for the Annex Building – Lot 5 and one dual-car construction personnel and material hoist for the Main Building – Lots 9 & 10. Subcontractor to ensure that all personnel & material hoist erection, mast jumping, and dismantling is code compliant with all governing bodies/authorities that have jurisdiction over the project. The personnel & material hoists are to be erected true and plumb and secured to the foundation bases. Subcontractor to coordinate with the single car and the dual-car hoist manufacturer regarding correct and safe installation erection, mast jumping, and dismantle sequences.

b) Subcontractor to provide the following components of the Construction Personnel & Material Hoist scope of work, including but not limited to:

i) Annex Building – Lot 5 Single Car Personnel & Material Hoist Specifications:
   1. Provide one (1) high-speed, single car construction personnel & material hoist for the Annex Building – Lot 5. Subcontractor to include personnel & material hoist initial erection and dismantle to take place during a weekday. The exact day for personnel & material hoist erection and dismantle is at the direction of the Contractor. Subcontractor to include a side a door on the single car hoist (final configuration of the hoist pending the approval by the San Francisco Department of Public Works (SFPDW) and San Francisco Department of Parking and Traffic (SFDPT)). The final configuration of the dual hoist shall not constitute as an add to the Contractor or Owner by this subcontractor or subcontractor’s tier subcontractors, vendors, etc.
   2. The single car construction personnel & material hoist shall be in good working order and no older than 7 (seven) years old.
   4. Tentative rental period: 10 months. Rental duration will tentatively be between the time frame of Spring of 2010 through the Spring of 2012.
   5. Subcontractor to include an Annex Building – Lot 5, Hoist Allowance for 2 (two) additional months (above the 10 month duration) of all in personnel & material hoist rental, hoist maintenance, hoist service, and hoist operator on a weekly 40 hour standard straight time (includes all taxes, fees, etc.). Subcontractor will include an all in unit rate on the Subcontractor’s Bid Form, for a monthly personnel & material hoist rental rate which will include maintenance, service, and a hoist operator (based on a work week of 40 hours standard straight time). This monthly all in unit rate will be used to calculate and quantify the allowance.
   6. Location of the Annex Building – Lot 5 Personnel & Material hoist: The final location of the personnel and material hoist shall be determined by the Contractor. The Contractor requires information from the exterior subcontractors as to how their systems attach and interlock to determine if a bay may be left out for hoist egress. Subcontractor understands and includes the location of the personnel and material hoist shall be situated somewhere at the south elevation of the Annex Building along Washington Street (reference Annex Building Architectural drawing sheet A2.01 between GL A / 1 to 5). The final location of the personnel and material hoist as determined by the Contractor shall not constitute as an add to the Contractor or Owner by this subcontractor, this subcontractor’s tier subcontractors, concrete subcontractor, or concrete subcontractor’s tier subcontractors. Subcontractor may reference Exhibit J.1 – Logistics Plan for the Annex Building for the approximate location of the personnel and material hoist, deck, and ramp.
   7. Subcontractor to include and shall submit a set of engineered shop drawings specifically for the Annex Building – Lot 5 Personnel & Material Hoist foundation pad designed by a third party Structural Engineer, licensed in the State of California. The engineered foundation pad shop drawing (which will depict size of the pad, rebar reinforcement, concrete psi mix design, etc.) will be transmitted and submitted to the Contractor 3 weeks after the signing of the Subcontracts. The engineered shop drawings for the hoist foundation pad will then be submitted to the Architect and Structural Engineer for review and approval. Construction of the foundation pad is by Others.
TRADING - Construction Personnel & Material Hoists

(8) Subcontractor to include and shall submit a set of engineered shop drawings specifically for the Annex Building – Lot 5 hoist standard tie-offs, applicable tie-off embeds, etc. designed by a third party structural engineer, licensed in the State of California. The Annex - Lot 5 shop drawings will depict the exact location (referenced off structural drawing grid lines) of all tie-off embeds required in the slab. Layout to be approved by Contractor prior to production of engineering drawings. Subcontractor includes the supply of the embeds required to tie-off the personnel and material hoist mast to the structure. Installation of hoist tie-off embeds by others (Concrete Subcontractor). Subcontractor will coordinate the installation of tie-off embeds with the Concrete Subcontractor. Subcontractor shall design tiebacks to the structural slab with respect to the workface (i.e. GFRC panels and Glazing system) in sufficient frequency so as to maintain Cal OSHA, hoist operating, and hoist manufacturer requirements. Building attachment shall be removable to allow GFRC panel and Glazing system installation at a single floor while personnel & material hoists are not in use.

(9) The personnel & material hoist will service Level’s 1 through 4 and the Roof level of the Annex Building – Lot 5. Subcontractor understands that the floor to floor heights are not typical vertical dimensions (floor to floor elevations are depicted on the Annex Building Architectural drawings, sheets A3.01, A3.02, A3.11, A3.12, A3.13, and A3.14).

(10) Vertical height parameter of +/- 66'-3” required for construction to reach highest top of slab elevation at is relates to hoist service. Building vertical elevations as depicted on Lot 5: Annex Building Architectural drawings sheets A3.01, A3.02, A3.11, A3.12, A3.13, and A3.14. Subcontractor will use the referenced vertical height parameter required for construction to calculate the final mast height of the single car hoist. Final vertical mast height for the single car hoist shall comply with the manufacturer’s recommendations.

(11) Subcontractor to include supply, install, maintenance, and removal of the single car personnel & material hoist access platforms and full height (5’-0” high) side protection pieces connecting the building (structural concrete slab) to the hoist above the building setbacks for safe use by people and material at every level of hoist service. Subcontractor includes the location of the hoist as it relates to the location of each hoist service slab edge as depicted in the Lot 5 Annex Building Architectural sheets: A2.11, A2.11M, A2.12, A2.13, A2.14, and A2.15.

(12) Mast Jumps: Subcontractor includes any and all required personnel and material hoist mast jumps to the final service heights for the Annex Building – Lot 5 which shall comply with Cal OSHA standards, regulations, and requirements. Subcontractor includes all mast jumps and multiple mobilizations for the mast jumps for the Annex Building – Lot 5 single car hoist to be performed as Weekend work. Contractor will not have a tower crane at the Annex Building – Lot 5; therefore the Subcontractor will include any and all crane assist to jump the hoist mast and to complete this scope of work (i.e. to erect and dismantle the personnel & material hoist) at the Annex Building – Lot 5. Jobsite storage for mast sections at the Annex Building – Lot 5 is not allowed nor permitted.

(13) Subcontractor to include and provide certification of the personnel and material hoist. Includes technician, test weights, Cal OSHA Inspection, fees, etc.

(14) Subcontractor to include supply, install, maintenance, and removal of all the standard landing gates and wing assemblies for each level of hoist service of the single car hoist.

(15) Subcontractor to include supply, install, maintenance, and removal of all the voice communication standard call boxes for each level of hoist service of the single car hoist.

(16) At the ground floor of the Annex Building off of Washington Street, the Subcontractor shall include, supply, build, and maintain, 1 (one) 10 feet wide by 10 feet long elevated wooden deck with a 5 feet high perimeter guardrail (with 4 horizontal rails: top rail with appropriately rails spaced intermediate at 42” and 21” and 3 ½” minimum toe board) and 1 (one) 5 feet wide by 20 feet long wooden ramp. Subcontractor includes all secure bracing for the wooden deck and ramp and understands that the deck and ramp will be used by workers to transport materials, equipment, supplies, etc. into and out of the hoist. Subcontractor includes removal of the wooden deck and ramp at the time of dismantling the hoist.

ii) Main Building – Lots 9 & 10 Dual-car Personnel & Material Hoist Specifications:
(1) Provide one (1) dual-car high-speed, construction personnel & material hoist for the Main Building – Lots 9 & 10. Subcontractor to include personnel & material hoist erection and dismantle to take place during a weekday. The exact day for personnel & material hoist erection and dismantle is at the direction of the Contractor. Subcontractor to include a set of side a doors on the dual-car hoist (final configuration of the hoist pending the approval by the San Francisco Department of Public Works (SFDPW) and San Francisco Department of Parking and Traffic (SFDPT)). The final configuration of the dual hoist shall not constitute as an add to the Contractor or Owner by this subcontractor or subcontractor’s tier subcontractors, vendors, etc.

(2) The dual-car construction personnel & material hoist shall be in good working order and no older than 7 (seven) years old.

(3) Dual-car Minimum cage capacity: 6,000 lbs.

(4) Tentative rental period: 12 months. Rental duration will tentatively be between the time frame of Spring of 2010 through the Spring of 2012.

(5) Subcontractor to include a Main Building – Lots 9 & 10, Hoist Allowance for 2 (two) additional months (above the 12 month duration) of all in personnel & material hoist rental, hoist maintenance, hoist service, and hoist operator on a weekly 40 hour standard straight time (includes all taxes, fees, etc.). Subcontractor will include an all in unit rate on the Subcontractor’s Bid Form, for a monthly personnel & material hoist rental rate which will include maintenance, service, and a hoist operator (based on a work week of 40 hours standard straight time). This monthly all in unit rate will be used to calculate and quantify the allowance.

(6) Location of the Personnel & Material dual-car hoist is off Kearny Street, as depicted on the Lots 9 & 10: Main Building Architectural drawing sheet A2.01 at GL D to E/1. Subcontractor may reference Exhibit J.1 – Logistics Plan for the Main Building for the approximate location of the personnel and material hoist, decks, and ramps.

(7) Subcontractor to include and shall submit a set of engineered shop drawings specifically for the Main Building – Lots 9 & 10. Personnel & Material Hoist foundation pad designed by a third party Structural Engineer, licensed in the State of California. The engineered foundation pad shop drawing (which will depict size of the pad, rebar reinforcement, concrete psi mix design, etc.) will be transmitted and submitted to the Contractor 3 weeks after the signing of the Subcontracts. The engineered shop drawings for the hoist foundation pad will then be submitted to the Architect and Structural Engineer for review and approval. Construction of the foundation pad is by Others.

(8) Subcontractor to include and shall submit a set of engineered shop drawings specifically for the Main Building – Lots 9 & 10 hoist standard tie-offs, applicable tie-off embeds, etc. designed by a third party structural engineer, licensed in the State of California. The Main Building – Lots 9 & 10 shop drawings will depict the exact location (referenced off structural drawing grid lines) of all tie-off embeds required in the slab. Layout to be approved by Contractor prior to production of engineering drawings. Subcontractor includes the supply of the embeds required to tie-off the personnel and material hoist mast to the structure. Installation of hoist tie-off embeds by others (Concrete Subcontractor). Subcontractor will coordinate the installation of tie-off embeds with the Concrete Subcontractor. Subcontractor shall design tiebacks to the structural slab with respect to the workface (i.e. GFRC panels and Glazing system) in sufficient frequency so as to maintain Cal OSHA, hoist operating, and hoist manufacturer requirements. Building attachment shall be removable to allow GFRC panel and Glazing system installation at a single floor while personnel & material hoists are not in use.

(9) The personnel & material hoist will service Level’s 1 through 14, the Roof level, and the Mechanical level of the Main Building – Lots 9 & 10. Subcontractor understands that the floor to floor heights are not typical vertical dimensions (floor to floor elevations are depicted on the Architectural sheets referenced on Item b) ii) (9)).

(10) Vertical height parameter of +/- 207'-2" required for construction to reach highest top of slab elevation at is relates to hoist service. Building vertical elevations as depicted on Lots 9 & 10: Main Building Architectural drawings sheets A3.01, A3.01B, A3.02, A3.02B, A3.03, A3.04, A3.10, A3.11, and A3.12. Subcontractor will use the referenced vertical height parameter required for
construction to calculate the final mast height of the dual-car hoist. Final vertical mast height for the dual-car hoist shall comply with the manufacturer’s recommendations.

(11) Subcontractor to include supply, install, maintenance, and removal of the dual-car personnel & material hoist access platforms and full height (5'-0” high) side protection pieces connecting the building (structural concrete slab) to the hoist above the building setbacks for safe use by people and material at every level of hoist service. Subcontractor includes the location of the hoist as it relates to the location of each hoist service slab edge as depicted in the Lots 9 & 10: Main Building Architectural sheets: A2.21, A2.22, A2.23, A2.24, A2.25, A2.26, A2.27, A2.28, A2.29, A2.30, A2.31, A2.32, A2.33, A2.34, and A2.35. For bid purposes, regarding the access platforms at the Main Building dual-car hoist at Level 4 and Level 10 only, bidder is to assume:

(a) At Level 4, the location of the 10” curb in relation to the location of the slab edge appear to be drawn incorrectly; therefore at Level 4 only, the access platform with full height (5'-0” high) side protection pieces shall extend from the sill of the hoist +/- 2'-0” east of GL 1.
(b) At Level 10 only, the access platform with full height (5'-0” high) side protection pieces shall extend from the sill of the hoist, over the slab opening for the future stairwell, and clear the east side of the slab opening for the future stairwell (the distance is +/- 25'-0” east of GL 1). Bidder shall also cover and safe off the said slab opening for the future stairwell located at GL D to E / 2 to 3. The slab opening cover shall be removed by the bidder during the dismantling of the dual-car hoist.
(c) Bidders shall review the above listed Main Building Architectural drawing sheets and perform take-offs at all other levels to determine the distance required for the access platforms with the full height (5'-0” high) side protection pieces for the dual-car hoist.

(12) Mast Jumps: Subcontractor includes any and all required personnel and material hoist mast jumps to the final service heights for the Main Building – Lots 9 & 10 which shall comply with Cal OSHA standards, regulations, and requirements. Subcontractor includes all Main Building dual-car hoist mast jumps and multiple mobilizations for the mast jumps to be performed as Weekend work. At the Main Building – Lots 9 & 10 only, the Contractor shall coordinate with the Concrete Subcontractor to provide tower crane assistance to this Subcontractor for mast jumps only (All other crane hoisting required to perform this scope of work is by this Subcontractor). Regarding tower crane assistance and coordination for mast jumps at the Main Building – Lot 9 & 10, the Subcontractor will coordinate all these mast jumps with the Contractor 48 hours before the said Weekend to jump the hoist mast. This subcontractor understands that the tower crane is under the Concrete Subcontractor’s contract; therefore advance scheduling of the tower crane to aid in the mast jumps at the Main Building is critical. Jobsite storage for mast sections at the Main Building – Lots 9 & 10 is not allowed nor permitted.

(13) Subcontractor to include and provide certification of the personnel and material hoist. Includes technician, test weights, Cal OSHA Inspections, fees, etc.

(14) Subcontractor to include supply, install, maintenance, and removal of all the standard landing gates and wing assemblies for each hoist car at each level of hoist service for the dual-car hoist.

(15) Subcontractor to include supply, install, maintenance, and removal of all the voice communication standard call boxes for each hoist car at each level of hoist service for the dual-car hoist.

(16) At the ground floor of the Main Building off of Kearny Street, the Subcontractor shall include, supply, build, and maintain, 2 (two) 12 feet wide by 20 feet long elevated wooden decks with a 5 feet high perimeter guardrail (with 4 horizontal rails: top rail with appropriately rails spaced intermediate at 42” and 21” and 3 ½” minimum toe board) and 2 (two) 5 feet wide by 25 feet long wooden ramp. Subcontractor includes all secure bracing for the wooden deck and ramp and understands that the deck and ramp will be used by workers to transport materials, equipment, supplies, etc. into and out of the hoist and into and out of the building. Subcontractor includes removal of the wooden deck and ramp at the time of dismantling the hoist.

iii) **Construction Personnel & Material Hoist Operators:**
(1) Subcontractor to provide 3 full-time union construction personnel & material hoist operators for the testing periods and rental durations of the single car and dual-car hoists:
   (a) One (1) operator for the single car hoist at the Annex Building – Lot 5.
   (b) Two (2) operators for the dual-car hoist at the Main Building – Lots 9 & 10.

(2) Subcontractor includes the following personnel & material hoist operator hours in the base bid:
   (a) Annex Building – Lot 5, one (1) union hoist operator at a weekly 40 hour standard straight time for 10 month tentative rental duration.
   (b) Main Building – Lots 9 & 10, two (2) hoist operators, each at a weekly 40 hour standard straight time for 12 month tentative rental duration.

(3) Subcontractor to include a **Hoist Operator Overtime Allowance (reference Section D. Allowances)** for any additional overtime and premium time costs for the union personnel & material hoist operators to operate the Annex Building – Lot 5 and Main Building – Lots 9 & 10 hoists on overtime and premium time hours (worked above the weekly 40 hour straight time) which includes: after hours (above the 8 hours a day straight time) on weekdays, to work on weekends, to work on Holidays (if required), and to cover any shift work. Subcontractor Labor Rates as calculated and outlined under Exhibit D – Labor Unit Rates. Subcontractor shall not perform any Overtime work or expend Overtime Allowance without prior approval from the Contractor. Subcontractor will not be reimbursed for any extra work performed without such notification and approval from Contractor, prior to performing the work. All subcontractor overtime and premium time tickets will need to be verified and signed by Bovis Lend Lease, Inc. field supervision on a daily basis. Any and all overtime and premium time tickets not signed by Bovis Lend Lease, Inc. will be deemed not verified, will be dismissed, and will not be reconciled against the overtime and premium time allowance.

(4) The personnel & material hoist operators will provide the Contractor with weekly timesheets (for each hoist operator working on the project) to be verified and approved by a Bovis Lend Lease, Inc. field supervisor’s signature as a means of tracking the operator’s daily hourly labor on a weekly basis. Each hoist operator’s weekly time sheet will have the straight time and overtime (if any) listed and summarized independently. Any approved Overtime labor by the Contractor shall be reconciled against the Hoist Operator Overtime Allowance. Any remaining unused Overtime labor from the Hoist Operator Overtime Allowance will be credited back to the Contractor by way of deductive change upon completion of the work. Prior to the Subcontractor consuming the full amount of Overtime Allowance included in this Subcontract, the Subcontractor shall provide written notices to the Contractor in intervals at 25% consumption, 50% consumption, and 75% consumption.

(5) The construction personnel & material hoist operators will be at the discretion of the Contractor. The Subcontractor will entertain any hoist operators requested by the Contractor. Contractor shall have the sole right to approve the labor personnel furnished by the Subcontractor. Contractor may request the removal and replacement of the Subcontractor’s labor personnel for just cause. Subcontractor shall diligently remove and replace said person upon request with no cost impact. Subcontractor Labor Rates as included in Exhibit D – Labor Unit Rates shall apply.

(6) If any of the full time union personnel & material hoist operators becomes ill, cannot work weekends, cannot come to work (for any reason), etc. then the Subcontractor will find a suitable union hoist operator replacement in a timely manner as to not affect the construction schedule.

(7) The personnel & material hoist operators will lubricate the single car and dual-car hoist cars per the respective manufacturer’s recommendations. Subcontractor to include and supply lubrication for the rental duration of the single car and dual-car hoists. The hoist operators will inspect their respective Annex Building and Main Building personnel & material hoist cars at the beginning of each work day before operation of the hoist. Any issues from the hoist operator’s inspections will be brought to the attention of Bovis Lend Lease, Inc. immediately.

(8) The personnel & material hoist operators will be responsible for unlocking and locking down the respective personnel & material hoist cars at the Annex Building and at the Main Building at the beginning and at the completion of each work day. The locks will be supplied by Bovis Lend Lease, Inc.
(9) The personnel & material hoist operators will not bring anyone (i.e. workers, visitors, etc.) up into the Annex Building or the Main Building if that said individual is not wearing their Personal Protective Equipment (PPE) as outlined in the Exhibit J – Safety Requirements.

(10) The personnel & material hoist operators will not bring anyone (i.e. workers, visitors, etc.) up into the Annex Building or the Main Building if that said individual is not complying with the Zero Tolerance, No Smoking Policy as outlined in the Subcontract, Exhibit B – General Scope of Subcontractor’s Work, and Exhibit J – Safety.

(11) All personnel & material hoist operators will comply with the Zero Tolerance, No Smoking Policy while operating the hoists and on the premises of the project as outlined in the Subcontract, Exhibit B – General Scope of Subcontractor’s Work, and Exhibit J – Safety.

c) Subcontractor to include transport of the construction personnel & material hoists (1 single car hoist and 1 dual-car hoist), materials, equipment, and all accessories to and from the jobsite (includes all inbound and outbound transport costs). Subcontractor also includes all required trucking permits, taxes, fees, etc.

d) Subcontractor includes and understands that per the City and County of San Francisco, no work is allowed on Kearny Street and Washington Street during the specified hours below. Subcontractor is not allowed to leave holes, debris, and material/equipment in the traffic lanes, including tow-away lanes, during these hours:
   1) Kearny Street (east and west side of the street) 7AM – 9AM and 3PM-7PM
   2) Washington Street (north and south side of the street) 7AM to 9AM and 3PM to 7PM

e) Subcontractor to include an Overtime/Premium Time Erection and Dismantling Allowance (reference Section D. Allowances) for any overtime and premium time labor costs to erect and dismantle the personnel & material hoists at the Annex Building – Lot 5 and at the Main Building – Lots 9 & 10 during after hours on weekdays, to work on weekends, and to cover any shift work. Subcontractor Labor Rates as calculated and outlined under Exhibit D – Labor Unit Rates. Subcontractor shall not perform any Overtime work or expend Overtime Allowance without prior approval from the Contractor. Subcontractor will not be reimbursed for any extra work performed without such notification and approval from Contractor, prior to performing the work. All subcontractor overtime and premium time tickets will need to be verified and signed by Bovis Lend Lease, Inc. field supervision on a daily basis. Any and all overtime and premium time tickets not signed by Bovis Lend Lease, Inc. will be deemed not verified, will be dismissed, and will not be reconciled against the overtime and premium time allowance. Any remaining unused Overtime labor from the Hoist Erection and Dismantling Overtime Allowance will be credited back to the Contractor by way of deductive change order upon completion of the work.

f) Subcontractor to include a Vandalism Allowance (reference Section D. Allowances) to repair or replace any damaged voice communication standard call box equipment which includes the call boxes, cables from floor to floor, etc. for the single car hoist at the Annex Building and the dual-car hoist at the Main Building.

g) Hoist Service Maintenance - Subcontractor includes a full service maintenance agreement for the rental durations of the single car hoist at the Annex Building – Lot 5 and the dual-car hoist at the Main Building – Lots 9 & 10. Subcontractor includes a response time of 8 hours or less to arrive on site and fix the failed equipment once the subcontractor is informed or put on notice by the Contractor. Subcontractor understands that time is of the essence to fix any failed equipment, parts, etc. on the respective personnel & material hoists. All 24-hour service and maintenance required due to the normal operation of the personnel & material hoists as outlined in the Subcontract or Exhibit B.1 is included. Subcontractor includes all labor, equipment and replacement parts for maintenance during overtime hours, as required. Replacement of broken/worn parts shall be performed on an overtime basis and all additional costs will be the responsibility of the Subcontractor.

h) Subcontractor will be responsible for the phasing of this 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.

i) Subcontractor will take any and all means necessary to ensure safe operating of the personnel & material hoists and equipment. Subcontractor includes and will review all safety rules, regulations, and guidelines referenced in Exhibit J – Safety.

j) Subcontractor will erect, mast jump, and dismantle the single car and the dual-car personnel & material hoists in a safe manner abiding by all regulations and guidelines set forth by OSHA, Cal OSHA, the equipment manufacturer, and any other Governing Authorities over the project.
k) Subcontractor includes all escalation costs as required for the completion of this Scope of Work. See Exhibit D – Labor Unit Rates.

l) Subcontractor to provide any final testing and adjusting of the Annex Building single car hoist and the Main Building dual-car hoist as required to obtain the necessary operating permits and certifications.

m) Subcontractor is to include for all required winterization of equipment and parts so as not to impact service.

n) When Subcontractor is performing service and maintenance on the Annex Building and Main Building personnel & material hoists, the Subcontractor will attempt to minimize down time of the equipment by making every effort and expenditure to have the equipment in full working order as soon as possible after notification that equipment is not in operation. Subcontractor understands that time is of the essence.

o) For the single car and the dual-car personnel & material hoists, the Subcontractor shall supply with each hoist car, one (1) set of Operating Instructions, Maintenance Manuals, and a copy of the minimum applicable codes to be observed. These documents shall be located in a weatherproof container near the operator’s station inside of the respective Annex Building and Main Building personnel & material hoist cars.

p) Subcontractor shall make sure that attention is called to existing utilities. Subcontractor to exercise care to avoid damaging any existing utilities above and below ground.

q) Subcontractor will provide Contractor all necessary loading information prior to the completion of the design development phase to ensure that all necessary structural requirements for the personnel & material hoists are taken into account for the final design which includes but is not limited to the design of the hoist foundation pads, embed design for hoist tie-backs, etc. Subcontractor will submit the loading information/calculations to the Contractor 3 weeks after signing the Subcontracts.

r) Subcontract amount also includes freight, engineering, shop drawings, all applicable taxes, permit fees, permits, testing, City inspector’s fees, Cal OSHA certifications, etc., i.e., those things required for a complete Construction Personnel & Material Hoist system. All applicable taxes and fees are included in the subcontractor’s price.

s) This Subcontractor is to allow for the unobstructed installation of the GFRC panels and Glazing system work during the normal operation of the personnel & material hoists as well as during the removal of the hoists. This Subcontractor will provide layout sketches/drawings for the installation (which includes location of all tie-backs) of the personnel & material hoists.

t) It is agreed that the Subcontractor will operate and use the equipment in accordance with safe practices and in compliance with the latest requirements of the Occupational Safety Health Act (OSHA), the American National Standards Institute Safety requirements (ANSI), California Occupational Safety Health Act (Cal-OSHA), and the requirements of all local, State and Federal regulations.

u) Power: Electrical subcontractor will be responsible for providing Subcontractor with the required electrical power service to the hoist facility. Final connections from the electrical subcontractor disconnect to the hoist control panel shall be the responsibility of the Subcontractor.

v) Subcontractor includes providing protection of all adjoining construction from damage caused by Subcontractor’s Work. This includes any and all protection for adjacent work to prevent damage caused by Subcontractor’s operation.

w) Subcontractor is to provide, install, maintain, and later remove radio communication in each hoist cab and each floor, including the ground floor, and with each operator for the single car hoist at the Annex Building – Lot 5 and the dual-car hoist at the Main Building – Lots 9 & 10.

x) Subcontractor is to provide checker plate floors in each hoist car.

y) Subcontractor shall be responsible for review or verification of the hoists as they relate to the contract drawings or specifications.

z) Subcontractor shall not receive final payment consideration until full and complete removal of the 2 hoists.

aa) Extensions of time or overtime for personnel & material hoist operators shall be determined by the direction of the Contractor.

bb) Subcontractor’s performance shall be based on the direction of Contractor.

cc) Subcontractor’s employees (which includes personnel performing work in the erection and dismantling phases and all hoist operators) agrees to attend an initial safety orientation meeting conducted by the Contractor as outlined in Exhibit J – Safety.

dd) Contractor may cancel this Subcontract at any time. The balance of the Subcontract not expended at the time of cancellation shall be deducted from the Subcontract value via a deductive change order without penalty.
Subcontractor shall not be entitled to reimbursement for loss of profit, demobilization costs (unless actually occurred at the site and subject to prior approval by Contractor), down time for equipment or personnel during transition to other projects, or any other costs associated with cancellation of the Subcontract.

ee) Subcontractor will be responsible for the phasing of their 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 the Subcontractor.

D. Allowances:

The cost of work performed under allowances shall be calculated on a Time and Material basis or on a Lump Sum basis as directed by the Contractor. Any work performed as part of this allowance is to be approved in advance in writing by the Contractor. Should this Subcontractor be directed to perform the work on a Time and Material basis, all hours used while performing work under these allowances are to be tracked by the Subcontractor using time and material tags which are to be submitted DAILY to the Contractor for review and verification of hours used. The hourly rates used to price these allowances should be the same as the rates submitted under Exhibit D of this Subcontract. Allowances shall be used at the sole discretion of Contractor and only when so authorized in writing; they shall NOT be used for completing unfinished portions of the Subcontractor’s work, repairing work damaged by Subcontractor, or any other purposes.

The Subcontractor will carry and include all the Allowances outlined in Section D in the subcontractor’s contract price.

Regarding the allowances, the Subcontractor will not use these allowances unless authorized and directed by Bovis Lend Lease, Inc. Unless otherwise noted, exclude from the base subcontract all overhead and profit for these expenditures. When and if spent, the Subcontractor will be allowed to mark up the direct costs in accordance with the subcontract terms and will be reimbursed accordingly. Regarding reimbursement, all subcontractor tickets/invoices will need to be verified and signed by Bovis Lend Lease, Inc. field supervision on a daily basis (on the day the allowance work was performed). Any and all subcontractor tickets/invoices not signed by Bovis Lend Lease, Inc. will be deemed not verified, will be dismissed, and will not be reconciled against the respective allowances. Any and all unused allowance funds will be deducted from the Subcontract via deductive Change Order and returned to the Project (i.e. Contractor or Owner).

a) Any additional traffic control required by the governing jurisdiction (above certified flagmen which is included in the base bid) will be covered under a Traffic Control Allowance of $10,000.00 (ten thousand dollars). If required by the governing jurisdiction, this traffic control allowance will be used to cover arrow boards, policemen, etc. Subcontractor will not use this traffic control allowances unless authorized by Bovis Lend Lease, Inc. All subcontractor tickets will need to be verified and signed by Bovis Lend Lease, Inc. field supervision on a daily basis (on the day the work was performed). Any tickets not signed by Bovis Lend Lease, Inc. will be deemed not verified, will be dismissed, and will not be reconciled against the traffic control allowance.

b) Subcontractor to include an Annex Building – Lot 5, Hoist Allowance for 2 (two) additional months (above the 10 month duration) of all in personnel & material hoist rental, hoist maintenance, hoist service, and hoist operator on a weekly 40 hour standard straight time (includes all taxes, fees, etc.). Subcontractor will include an all in unit rate on the Subcontractor’s Bid Form, for a monthly personnel & material hoist rental rate which will include maintenance, service, and a hoist operator (based on a work week of 40 hours standard straight time). This monthly all in unit rate will be used to calculate and quantify the allowance. Calculation for 2 additional months of rental on the Annex Building = Unit rate of single car hoist x 2.

c) Subcontractor to include a Main Building – Lots 9 & 10, Hoist Allowance for 2 (two) additional months (above the 12 month duration) of all in personnel & material hoist rental, hoist maintenance, hoist service,
and hoist operator on a weekly 40 hour standard straight time (includes all taxes, fees, etc.). Subcontractor will include an all in unit rate on the Subcontractor’s Bid Form, for a monthly personnel & material hoist rental rate which will include maintenance, service, and a hoist operator (based on a work week of 40 hours standard straight time). This monthly all in unit rate will be used to calculate and quantify the allowance.

**Calculation for 2 additional months of rental on the Main Building = Unit rate of dual-car hoist x 2.**

d) Subcontractor to include an allowance of **$250,000.00** (two hundred and fifty thousand dollars) for any additional overtime and premium time costs for the personnel & material hoist operators to operate the hoists on overtime and premium time hours (worked above the weekly 40 hour straight time) which includes: after hours (above the 8 hours a day straight time) on weekdays, to work on weekends, to work on Holidays (if required), and to cover any shift work. Subcontractor Labor Rates as calculated and outlined under **Exhibit D – Labor Unit Rates**. Subcontractor shall not perform any Overtime work or expend Overtime Allowance without prior approval from the Contractor. Subcontractor will not be reimbursed for any extra work performed without such notification and approval from Contractor, prior to performing the work. All subcontractor overtime and premium time tickets will need to be verified and signed by Bovis Lend Lease, Inc. field supervision on a daily basis. Any and all overtime and premium time tickets not signed by Bovis Lend Lease, Inc. will be deemed not verified, will be dismissed, and will not be reconciled against the overtime and premium time allowance.

e) Subcontractor to include an allowance of **$40,000.00** (forty thousand dollars) for any overtime and premium time labor costs to erect and dismantle the personnel & material hoists during after hours on weekdays, to work on weekends, and to cover any shift work. Subcontractor Labor Rates as calculated and outlined under **Exhibit D – Labor Unit Rates**. Subcontractor shall not perform any Overtime work or expend Overtime Allowance without prior approval from the Contractor. Subcontractor will not be reimbursed for any extra work performed without such notification and approval from Contractor, prior to performing the work. All subcontractor overtime and premium time tickets will need to be verified and signed by Bovis Lend Lease, Inc. field supervision on a daily basis. Any and all overtime and premium time tickets not signed by Bovis Lend Lease, Inc. will be deemed not verified, will be dismissed, and will not be reconciled against the overtime and premium time allowance.

f) Subcontractor to include an allowance of **$5,000.00** (five thousand dollars) for Vandalism to repair or replace any damaged voice communication standard call box equipment which includes the call boxes, cables from floor to floor, etc. for the single car hoist at the Annex Building and the dual-car hoist at the Main Building.

g) Subcontractor to include an allowance of **$20,000.00** (twenty thousand dollars) for removing, demolishing, and disposing of the two personnel and material hoist pads.

**Small Business Enterprise (SBE) Goal Percentage for the work of this Subcontract is 17%.**
Exhibit C — Insurance Requirements

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 San Francisco Community College District, its Officers, Agents, employees, 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.
   620 Washington Street
   San Francisco, CA 94111

   Attn: Sean Flahive
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 San Francisco Community College District, its Officers, Agents, employees, 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 San Francisco Community College District, its Officers, Agents, employees, 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 San Francisco Community College District, its Officers, Agents, employees, Bovis Lend Lease, Inc. or their agents and employees or any other additional insured as required in Owner/Contractor Agreement for any losses, and San Francisco Community College District, its Officers, Agents, employees, 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 sub contractor, the same conditions applicable to the Subcontractor under these Insurance Requirements shall apply to each subcontractor.
Exhibit “D” – Unit Prices / Labor Rates

City College of San Francisco, Chinatown / North Beach Campus – Main Building and Annex
Project # 62940300

EXHIBIT D
Unit Prices / Labor Rates
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>1) Annex Building – Lot 5, unit monthly all in personnel &amp; material hoist rental rate for a single car hoist which includes hoist maintenance, hoist service, and 1 hoist operator on a standard weekly 40 hour straight time (includes all taxes, fees, etc.). Rate will be used to calculate the additional (if any) personnel &amp; material hoist rental as outlined in the Exhibit B.1.</td>
<td></td>
<td>Month</td>
</tr>
<tr>
<td>2) Main Building – Lots 9 &amp; 10, unit monthly all in personnel &amp; material hoist rental rate for a dual-car hoist which includes hoist maintenance, hoist service, and 2 hoist operators each on a standard weekly 40 hour straight time (includes all taxes, fees, etc.). Rate will be used to calculate the additional (if any) personnel &amp; material hoist rental as outlined in the Exhibit B.1.</td>
<td></td>
<td>Month</td>
</tr>
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</table>

B. LABOR RATES
Labor rates shall be calculated 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 will be required upon award of Subcontract and as a prerequisite for extra billings.

**HOURLY LABOR RATE BREAKDOWN**

Subcontractor __________________________________________
Address ________________________________________________

Telephone ________________________________________________
Prepared By ____________________________________________
Trade Classification ________________________________
Local Union No. ________________________________
Effective Date From __January 1, 2009____ To____ June 30, 2011____

<table>
<thead>
<tr>
<th>Item</th>
<th>(%)</th>
<th>($) Straight Time (b)</th>
<th>($) 1 1/2X Overtime (c)</th>
<th>($) Premium Cost (d=c-b)</th>
<th>($) Overtime (e)</th>
<th>($) Premium Cost (f=e-b)</th>
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<tbody>
<tr>
<td>1) Base Rate</td>
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<td>2) Overhead (10% on base rate only)</td>
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<td>3) Profit (5% on base rate only)</td>
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<td>4) F.I.C.A.</td>
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<td>5) Federal Unemployment Tax</td>
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<td>6) State Unemployment Tax</td>
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<td>7) Welfare Fund</td>
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<td>8) Pension Fund</td>
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<td>9) Vacation Fund</td>
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<td>10) Annuity Fund</td>
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<td>11) Association Dues</td>
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<td>12) Paid Holiday</td>
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<td>13) Workmen's Compensation</td>
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<td>14) General Liability Insurance</td>
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<td>15) Off-Site Parking (if Paid to Employee)</td>
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<td><strong>JOURNEYMAN - TOTAL HOURLY COST</strong></td>
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<td><strong>FOREMAN - TOTAL HOURLY COST</strong></td>
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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) **Overhead:** According to Bovis Lend Lease, Inc. Contract terms, this amount shall not exceed 10% (ten percent) of the base rate only.

3) **Profit:** According to Bovis Lend Lease, Inc. Contract terms, this amount shall not exceed 5% (ten percent) of the base rate only.

4) **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.

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

6) **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.

7) **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.

8) **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.

9) **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.

10) **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.

11) **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.

12) **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.
13) **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.

**Column "a" Percentages**

The percentage column is the multiplier used to calculate items 2 through 16 (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**

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

1. Materials and Equipment: 10% applied to the purchase of Materials & Equipment exclusive of sales taxes
2. Combined Overhead and Profit on Labor: 15% applied to base wages
3. Third party equipment rentals: No markup allowed
4. Work performed by Subcontractors: 5% 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) 22%
6. Consumables/expendables: 3% applied to total labor cost.
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.**
Exhibit “E” – Alternates

City College of San Francisco, Chinatown / North Beach Campus – Main Building and Annex
Project # 62940300

EXHIBIT E

Alternates
BOVIS LEND LEASE – Project No.62940300

EXHIBIT “E” – ALTERNATES/VALUE ENGINEERING  DATE: 9/28/09

City College of San Francisco
Chinatown North Beach Campus

TRADE: Main Building & Annex Building Construction Personnel & Material Hoists

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, parking, 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
N/A

Alternate #2
N/A

BIDDERS: FOR DETAILS ON ALTERNATES FOR YOUR SPECIFIC PACKAGE (IF ANY) REFER TO THE SCOPE SPECIFIC EXHIBIT B.1 AND BID FORM. SHOULD ANY BID ALTERNATES BE ACCEPTED FOR CONSIDERATION AFTER BIDS RECEIVED, THESE WILL BE LISTED IN THIS EXHIBIT WHEN THE SUBCONTRACT IS ISSUED TO THE SUCCESSFUL BIDDER (IF AWARDED).
EXHIBIT F

Bonding Requirements

a. Bid Bond
b. Performance Bond
c. Labor and Material Payment Bond
Subcontractor will provide the following:

1. A completed Subcontractor Pre-Qualification Questionnaire submitted through the Bovis Lend Lease SPEC's database if requested. Bidders to provide a completed form 00460 Contractor Qualification Form and 00465 Subcontractor Safety Questionnaire per the instructions to bidders.

2. An acceptable surety letter includes:
   a. Name of surety handling the bonding requirements
   b. Date the Subcontractor first bonded through the surety
   c. Existing single and aggregate bond capacity
   d. Available capacity as of the date of the letter
   e. General comments as to character, business qualifications, etc.
   f. Name of agent and contact number
   g. Author’s name, title, and company
   h. Written on the broker’s letterhead

3. CPA prepared Financial Statements for Subcontractor, if requested, includes:
   a. An Accountant’s Opinion
   b. A Balance Sheet
   c. An Income Statement
   d. A Statement of Cash Flows
   e. Footnotes

   f. If the Financial Statements are older than six months, an internal un-audited Balance Sheet and Income Statement must ALSO be provided.

Whether or not Subcontractor qualifies shall be within the sole discretion of CCSF and the Contractor. If payment and performance bonds are required, then Subcontractor shall furnish such bonds as set forth in Article 10 of the Subcontract.
Exhibit F — Bonding Requirements
Bovis Lend Lease, Inc.
City College of San Francisco Chinatown North Beach
Campus Main Building & Annex Building
62940300
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 62940300."

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:

62940300
City College of San Francisco Chinatown North Beach
Campus Main Building & Annex Building
808 Kearny Street & 628 Washington Street
San Francisco, CA 94108 & 94111

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 Contact 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)

________________________________________ (Witness)

________________________________________ (Title)

SEAL

________________________________________ (Surety)

________________________________________ (Witness)

________________________________________ (Attorney-in-Fact)

SEAL

*Attach Power-Of-Attorney
Exhibit F — Bonding Requirements
Bovis Lend Lease, Inc.
City College of San Francisco Chinatown North Beach
Campus Main Building & Annex Building
62940300
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.
620 Washington Street
San Francisco, CA 94111

Attn: Sean Flahive
Performance Bond

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

City College of San Francisco Chinatown North Beach
Campus Main Building & Annex Building
808 Kearny Street & 628 Washington Street
San Francisco, CA 94108 & 94111

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 __________________, ___________________,

(Day) (Month) (Year)

__________________________________________

(Principal)

By:

__________________________________________

(Title)

SEAL

__________________________________________

(Surety)

* (Attested by)

__________________________________________

(Attorney-in-Fact)

SEAL

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

(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, 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:

62940300
City College of San Francisco Chinatown North Beach
Campus Main Building & Annex Building
808 Kearny Street & 628 Washington Street
San Francisco, CA 94108 & 94111

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)

__________________________
(Surety)

__________________________
(Attorney-in-Fact)

*Attach Power-Of-Attorney
NOTE: Subcontractor understands that the start date depicted on the attached summary schedule titled 9403-09SEP09-EX-G run date 15-SEP-09 is tentative and may change. Subcontractor shall review the schedule for durations ONLY. Subcontractor understands that the dates indicated on the schedule are target dates ONLY. The actual dates may vary and are subject to change without notification. Further the Contractor reserves the right to change the schedule logic and activity sequences for any given trade as needed to accommodate the overall project completion. Such changes shall not constitute a cost change to the Subcontract amount. The Contractor reserves the right of early completion. Subcontractor shall include all costs for the work of this scope to occur in any period within the time frame from the tentative start date (as shown on the attached schedule) through 12/31/2011. Note that the full schedule or various activity sorts of the schedule are available for review upon request by the Bidder. Bidders should contact Jessica Vass at 415-693-9982 to request this.
BOVIS LEND LEASE, INC.

Exhibit “H” – Requisitioning Instructions

City College of San Francisco, Chinatown / North Beach Campus – Main Building and Annex

Project # 62940300

EXHIBIT H
Requisitioning Instructions

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
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. Pencil Drafts are to be submitted on the 15th day of each month and Requisitions are to be submitted on the 20th day of each month for work projected to be completed up to the end of the month. Requisitions submitted after the 20th 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: Bovis Lend Lease, Inc.

From: ____________________________

Remittance
Address: ____________________________

Project: CCSF Chinatown North Beach Campus
Owner: San Francisco Community College District
Payment Request Number: ____________________________

Period: (month) ________ , (year) to (month) ________ , (year) ________

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 $ 0.00
4. Value of work completed to date (as per attached breakdown) $ ____________
5. Value of approved change orders completed (as per attached breakdown) Materials stored on site or off site if approved per Contract Documents $ ____________
6. (as per attached breakdown) $ ____________
7. Total to date $ 0.00
8. Less amount retained: 10% $ ____________
9. Total less retainage $ ____________
10. Less previously certified (deduct line #9 from previous request) $ ____________
11. Amount due this request $ 0.00

Certificate of Trade Contractor / Subcontractor

I hereby certify that the work performed and the materials supplied to date, as shown above, represent the actual value of accomplishment under the terms of the Trade Contract/Subcontract (and all authorized changes thereto) relating to the above-referenced Project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received to (1) all my subcontractors (and sub-subcontractors) and (2) for all materials and labor used in or in connection with the performance of this Trade Contract/Subcontract. I further certify that the undersigned has complied with Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this Trade Contract/Subcontract.

Manhours Worked on this Project this month:
Number of Lost Time Injuries on this Project this month:

Date: ____________________________

Subscribed and sworn before me this ______ day of ____________________________, ________ (year)

Notary Public: ____________________________

My Commission Expires: ____________________________

Trade Contractor/Subcontractor

For Bovis Use Only

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Invoice Total $ ____________

By: ____________________________

Authorized Signature

Title: ____________________________

In tabulation below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

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<th>WORK COMPLETED</th>
<th>MATERIALS PRESENTLY STORED TO DATE (NOT IN D OR E)</th>
<th>TOTAL COMPLETED &amp; STORED TO DATE (D+E+F)</th>
<th>TOTAL COMPLETED % G/C</th>
<th>BALANCE TO FINISH (C-G)</th>
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AIA DOCUMENT G703/APPLICATION AND CERTIFICATE FOR PAYMENT MAY 1983 EDITION.AIA.1983
Affidavit of Payment and Conditional Waiver
Upon Progress Payment
(California Only)
Bovis Holds Contracts

Bovis Lend Lease Project Number: 62940300 Date: __________________________

Owner: San Francisco Community College District
Project: CCSF Chinatown North Beach Campus
Trade Contractor: __________________________ Date of Requisition: __________________________

AFFADAVIT OF PAYMENTS MADE BY TRADE CONTRACTOR
State of: __________________________ Date of Previous Requisition: __________________________
County of: __________________________ S.S.: __________________________
(Name of Officer) __________________________, being duly sworn deposes and says:
I am the (office held) __________________________ of (Contractor) __________________________
I make this affidavit for the purpose of inducing __________________________ to make partial payment to us for work, labor, and services performed and/or materials furnished, as set forth on our requisition dated __________________________.

All claims for labor and materials furnished by us or our subcontractors or vendors in connection with our work on this project to the date of our last preceding requisition have been paid, including any and all applicable sales or use taxes, and there are no liens or claims existent with respect thereto.

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
Upon receipt by the undersigned of a check from Bovis Lend Lease, Inc., in the sum of
$ __________________________ payable to __________________________

Amount of Check Payee or Payees of Check

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to waive and release any mechanic’s lien, stop notice or bond right the undersigned has in connection with the Project, the premises on which the Project is located, or funds applicable thereto, through __________________________

Date only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic’s lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material that was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

State of California
County of __________________________

Subscribed and sworn to (or affirmed) before me on this __________________________ day of __________________________, 20__ ,

Month Year
by __________________________, proved

to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) __________________________

Signature

Affidavit of Payment and Conditional Waiver
Upon Progress Payment
(California Only)
Bovis Holds Contracts

LG64 (R)2/2008 MW2003
# Affidavit of Payment and Unconditional Waiver Upon Progress Payment (California Only)

**Bovis Holds Contracts**

**Bovis Lend Lease**

- **Project Number:** 62940300
- **Date:**

**Owner:** San Francisco Community College District

**Project:** CCSF Chinatown North Beach Campus

**Trade Contractor:**

**Requisition Number:**

**Date of Requisition:**

## AFFIDAVIT OF PAYMENTS MADE BY TRADE CONTRACTOR

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(Name of Officer), being duly sworn deposes and says:

I am the (office held) of (Contractor)

I make this affidavit for the purpose of inducing to make partial payment to us for work, labor, and services performed and/or materials furnished, as set forth on our requisition dated ____________________.

All claims for labor and materials furnished by us or our subcontractors or vendors in connection with our work on this project to the date of our last preceding requisition have been paid, including any and all applicable sales or use taxes, and there are no liens or claims existent with respect thereto.

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of $__________________ for labor, services, equipment or material furnished, waives and releases any mechanic's lien, stop notice or bond right the undersigned has in connection with the Project, the premises on which the Project is located, or funds applicable thereto. This release covers a progress payment for labor, services, equipment or material furnished to:

Customer

located at

Owner

on the above Project in accordance with the Contract made by it with Bovis Lend Lease, Inc.

This release covers a progress payment for labor, services, equipment or material furnished through ____________________, only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; and/or extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

**NOTICE:** THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

State of California

*Subscribed and sworn to (or affirmed) before me on this _______________ day of ______________, 20__, by ____________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.*

(Seal)

**Company Name**

**Signature of Principal**

**Name and Title of Principal**

---

LG65 (R)2/2008 MW2003
Upon receipt by the undersigned of a check from Bovis Lend Lease, Inc., in the sum of $, payable to and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective as set forth below:

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished by the below named Contractor or Supplier in connection with its work on the above Project in accordance with the Contract made by it with Bovis Lend Lease, Inc. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

The below named Contractor or Supplier does hereby waive and release the Owner and Bovis Lend Lease, Inc., its parent, affiliates and subsidiaries from any and all claims, stop notices, bond rights, liens and rights of liens upon the premises described above, and upon improvements now or hereafter thereon, and upon the monies or other considerations due or become due from the Owner and/or Bovis Lend Lease, Inc. or from any other person, firm or corporation, said claims, stop notices, bond rights, liens and rights of liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by the below named Contractor or Supplier to the Project.

The undersigned further represents and warrants that he/she is duly authorized and empowered to sign and execute this waiver on his/her behalf, and on behalf of the company or business for which he/she is signing; that it has properly performed all work and furnished all materials of the specified quality per plans and specifications and in a good and workmanlike manner, fully and completely; that it has paid for all the labor, materials, equipment and services that it has used or supplied; that it has no other outstanding and unpaid applications, invoices, retentions, holdbacks, or expenses employed in the prosecution of work, chargebacks or unbilled work or materials against the Owner and/or Bovis Lend Lease, Inc.

The undersigned further agrees to defend, indemnify and hold harmless the Owner and/or Bovis Lend Lease, Inc., its parents, affiliates and subsidiaries for any losses or expenses (including without limitation reasonable attorney’s fees) should any such claim, delay claim, stop notice, bond right, lien or right of lien be asserted by the below named Contractor or Supplier and/or by any of its and/or their laborers, materialmen or subcontractors.

In addition, for and in consideration of the amounts and sums received, the below named Contractor or Supplier hereby waives, releases and relinquishes any and all claims, stop notices, bond rights, delay claims, rights or causes of action in equity of law, whatsoever arising out of, through or under the above mentioned Contract, and the performance of work pursuant thereto.

The below named Contractor or Supplier further guarantees that all portions of the work furnished and installed are in accordance with the Contract and that the terms of the Contract with respect to this guarantee will remain in effect for the period specified in said Contract.

State of California
County of __________________________

Subscribed and sworn to (or affirmed) before me on this day of ________, 20__,
Month Year

__________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

__________________________
__________

___________________________
Signature

Name and Title of Principal

Company Name

Signature of Principal

LG66 (R)2/2008 MW2003
**Unconditional Waiver and Release**
*Upon Final Payment*
*(California Only)*

**Bovis Holds Contracts**

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**Bovis Lend Lease**  
**Project Number:** 62940300  
**Contractor:**  

**Project Name:** CCSF Chinatown North Beach Campus  
**Contract Date:**  

**Owner:** San Francisco Community College District  
**Contract Price:**  

**Address:**  
**City:**  
**County:**  
**State:**  
**Net Extras and Deductions:**  
**Adjusted Contract Price:**  
**Amount Paid:**  
**Balance Due - Final Payment:**  

The undersigned has been paid in full for all labor, services, equipment or material furnished by the below named Contractor or Supplier in connection with its work on the above Project in accordance with the Contract made by it with Bovis Lend Lease, Inc., and does hereby waive and release any right to a mechanic’s lien, stop notice or any right against a labor and material bond.

The below named Contractor or Supplier does hereby waive and release the Owner and Bovis Lend Lease, Inc., its parent, affiliates and subsidiaries from any and all claims, stop notices, bond rights, liens and rights of liens upon the premises described above, and upon improvements now or hereafter thereon, and upon the monies or other considerations due or become due from the Owner and/or Bovis Lend Lease, Inc. or from any other person, firm or corporation, said claims, stop notices, bond rights, liens and rights of liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by the below named Contractor or Supplier to the Project.

The undersigned further represents and warrants that he/she is duly authorized and empowered to sign and execute this waiver on his/her behalf, and on behalf of the company or business for which he/she is signing; that it has properly performed all work and furnished all materials of the specified quality per plans and specifications and in a good and workmanlike manner, fully and completely; that it has paid for all the labor, materials, equipment and services that it has used or supplied; that it has no other outstanding and unpaid applications, invoices, retentions, holdbacks, or expenses employed in the prosecution of work, chargebacks or unbilled work or materials against the Owner and/or Bovis Lend Lease, Inc.

The undersigned further agrees to defend, indemnify and hold harmless the Owner and/or Bovis Lend Lease, Inc., its parents, affiliates and subsidiaries for any losses or expenses (including without limitation reasonable attorney’s fees) should any such claim, delay claim, stop notice, bond right, lien or right of lien be asserted by the below named Contractor or Supplier and/or by any of its and/or their laborers, materialmen or subcontractors.

In addition, for and in consideration of the amounts and sums received, the below named Contractor or Supplier hereby waives, releases and relinquishes any and all claims, stop notices, bond rights, delay claims, rights or causes of action in equity of law, whatsoever arising out of, through or under the above mentioned Contract, and the performance of work pursuant thereto.

**NOTICE:** THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

The below named Contractor orSupplier further guarantees that all portions of the work furnished and installed are in accordance with the Contract and that the terms of the Contract with respect to this guarantee will remain in effect for the period specified in said Contract.

**State of California**  
**County of**  

Subscribed and sworn to (or affirmed) before me on this  

day of , 20 ,  

Month Year  

by , proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)  

Signature  

_________________________  

Company Name  

_________________________  

Signature of Principal  

_________________________  

Name and Title of Principal

LG67 (R)2/2008 MW2003
Sub-Contractor Safety Program

Subcontractor acknowledges that it has read and understands all safety requirements set forth in the Contract Documents, including, but not limited to Article 15 of the Subcontract Agreement and all Exhibits therein. Subcontractors will comply, and cause its lower tier contractors and vendors to comply with all Bovis Lend Lease (BLL) mandated safety requirements, including such additional requirements that may be implemented during the course of the project. Subcontractor shall not be entitled to any additional costs, expenses, charges or fees to comply with safety requirements mandated by BLL or other agencies having jurisdiction.

Pursuant to Article 15 of this Subcontract, the Project safety program includes, but is not necessarily limited to, the items listed below:

1. **Project Safety Program Overview** - The objective of this program is to reinforce the belief that people are our most valued assets and shall receive top priority in the day-to-day decision making process. Subcontractor acknowledges that everyone has the right to go home **Incident and Injury Free** and all Subcontractors are to provide a safe work environment for their employees, the employees of their lower tier contractors, vendors and the public interfacing with the Project.

2. **Subcontractor’s Site Specific Safety Plan** - Subcontractor shall, within fourteen (14) days after execution of the Subcontract and a minimum of (14) days prior to the commencement of its Work, submit to BLL for its review a copy of its Site Specific Safety Plan (SSSP). At a minimum, the SSSP must include the following requirements, and shall be updated by the Subcontractor when there is a change in Scope of Work, if the hazards encountered warrant or at the direction of BLL:
   
   a. a statement of full compliance with all jurisdictional regulations, including OSHA, CalOSHA, Federal, State & Local agencies and the BLL safety requirements of this Subcontract. These safety requirements constitute the minimum safety performance expected of this Subcontractor.
   b. Fall Prevention/Protection methods in compliance with the current BLL Falls Prevention requirements.
   c. a Hazard Communication Program (copies of Material Safety Data Sheets MSDS for chemicals used on the Project must be submitted).
   d. a Lock out/Tag out Program
   e. a Subcontractor Incident Investigation Program
   f. a Disciplinary Program
   g. a Worker Recognition Program
   h. Identification of Subcontractor’s key personnel, including names, contact information and qualifications.
   i. a Safety Work Method Statement (SWMS), which outlines the safe methods in which the Work will be performed for all high-risk activities, identified through the BLL Risk Register (RRR) format. This early risk assessment will help the future implementation of that Work as well as help support the pre-task planning that shall be completed on a daily basis, based on the current hazards for that day for a given task.
   j. All training and certification records for the following list of items. Documentation to support the level of competency of training for the relevant qualified operators is to be provided by the Subcontractor prior to performing specific works.
      
      ● Qualified Safety Person(s)
      ● Competent Person(s) for scaffolding inspections, lifting and rigging supervisor, excavation work, confined space work, Lock Out/Tag Out (LO/TO) process, Energized Electrical Work (EEW) process, and First-Aid/CPR.
      ● Operators of cranes (all types/sizes), forklift and aerial lifts (all types/sizes) and operator’s certification(s) for all types of equipment to be used on-site.
      ● Personal fall arrest, fall prevention and fall protection devices.
      ● Powder actuated tools operator certification(s).
      ● Fall arrest and fall protection training certification.
      ● Qualified Safety Representative(s).
      ● The Subcontractor is to include in its pricing the use of scaffolds and mechanical lifts where appropriate to minimize the use of ladders. Where this is not possible, the use of ladders is to be restricted to short duration activities and three points of contact are to be maintained at all times.
      ● Welders (all types as required) and fire watch/fire extinguisher training.
      ● Personal Protection Equipment (PPE) training, including medical evaluation records if applicable.
      ● All other training required by OSHA FCR 1926 and 1910 standards as applicable for Subcontractor’s work.
Subcontractor may be required to participate in the Emergency Action Planning and execution, including duties as a Fire Warden and facilitating quarterly Emergency Evacuation Drills.

Exclusion Zones are required when Subcontractor’s work could affect the safety or well being of other workers in the immediate area or from overhead dangers. Exclusion Zones are to be erected using a physical hard barrier i.e.; wood rails, snow fence, concrete barriers etc. If a significant risk exposure exists, the use of a monitor may also be required. The use of an exclusion zone must be coordinated with the BLL site safety manager and may not be removed or altered without prior approval. Caution tape is not to be used to enforce an exclusion zone.

All vehicles that enter or operate on the site must be road worthy with current registration and meeting the required safety standards. A monitor/spotter must be used at any time a vehicle is in the reverse mode including delivery vehicles. Operating equipment must be fitted with an audible back up alarm.

Subcontractors will be required to attend a daily Hoisting and Lifting Coordination meeting.

Subcontractor will be required to furnish and post all safety signage pertinent to its scope of work.

Subcontractor will provide method for minimizing temporary cord runs and secured at high level to avoid tripping hazards.

3. Other Health and Safety Related Documents - Prior to commencing Work at the project site, Subcontractor must file with BLL Project Management all Federal or locally required health and safety related documentation, including third party crane certification.

4. Pre-mobilization Kick-off Meeting – Subcontractor’s project manager and superintendent(s)/foremen shall attend a pre-mobilization kick-off meeting at the Project site a minimum of (2) weeks before intended mobilization to review Subcontractor’s SSSP and all BLL policies. At a minimum, the items to be reviewed at the kick-off Meeting include:
   
   a. BLL and Subcontractor’s SSSP and any modifications required
   b. Daily/weekly/monthly requirements, meetings and documentation required
   c. Project schedule
   d. Project Fire Prevention Policy and requirements
   e. Project work hours and delivery requirements
   f. BLL Project Specific Worker Orientation agenda.
   g. PPE and welfare requirements
   h. Training records for Subcontractor’s workers
   i. Details of equipment to be utilized by the Subcontractor.
   j. Pre-task plan for any high/medium risk activities to be undertaken

5. BLL Safety Passport Program - The Subcontractor’s project manager and superintendent shall complete the BLL Safety Passport on-line training before their workers can begin on-site project orientation. This training is also required for project managers and superintendants of lower tier subcontractor(s) and vendors. The training consists of BLL’s Construction Physical Global Minimum Requirements (PGMR) and BLL’s Incident and Injury Free Program (IIF). Details of the passport requirements and log in code will be provided prior to kick-off meeting.

6. PPE Requirements – The following personal protective equipment standards apply to all BLL projects.
   
   a. Hard hat to be worn at all times
   b. Safety Glasses to be worn at all times (unless a face mask is required by a pre-task plan for a particular task).
   c. Hi-Vis Vest to be worn at all times
   d. Work boots or safety shoes to be worn at all times
   e. Hearing protection to be worn when required by pre-task plan and at a minimum of 80db or above. The Subcontractor is responsible for monitoring the noise levels generated by its Work.
   f. Gloves to be worn when detailed by the task to be performed.
   g. Face mask/breathing apparatus when the pre-task plan/JSA identifies risk of inhalation of dust airborne particulates
   h. Long pants are to worn regardless of the climate.
   i. At a minimum a shirt/t-shirt is to be worn. Certain tasks will require a long sleeved shirt to be worn as identified in the pre-task plan.
Subcontractor may be required to wear a specific color hard hat or provide certain markings to identify key personal such as superintendent, flagger, rigger, fire warden, first aid/CPR trained etc.

7. **Subcontractor’s Employees Site Orientations** - All employees of the Subcontractor and the Subcontractor’s tier contractors and vendors must attend the BLL site orientation before commencing Work on the Project site. Orientation can take up to four hours for each employee required to complete the orientation. A hard hat sticker or other means of identification will be issued to the employee to signify successful completion of the BLL project-specific orientation. Because the orientation schedules vary for each particular project, the Subcontractor must schedule orientation for its employees through BLL’s project superintendent at least forty-eight hours in advance. All workers must receive fire prevention awareness as part of the orientation, and workers will require a follow-up orientation after six months on the Project. Workers will be required to complete a sign in sheet to acknowledge that they understood the site-specific requirements. Worker orientation will be provided in alternate languages where deemed necessary.

Subcontractor’s on site management may be required to orientate new workers. The Subcontractor’s on-site management will be given training and guidelines on how to deliver the orientation material. BLL will issue a site pass to workers who have completed the orientation.

8. **Smoking Policy** – All BLL sites are designated as non-smoking. This will be clearly communicated at all project orientations and each subcontractor will be required to communicate and comply with the no-smoking policy. The areas where workers will be permitted to smoke outside the Project or building will be clarified at the pre-start meeting. Any worker found in breach of the policy will be removed from the Project immediately and will not be permitted to return.

9. **Drug/Alcohol Policy** – All BLL project sites, offices and trailers are designated as drug & alcohol free. Any worker consuming alcohol on the Project or found under the influence of alcohol and/or illicit drugs will be removed from the Project. Drug testing may be required following an incident or with reasonable suspicion.

10. **Daily/Weekly/Quarterly Subcontractor Requirements** - Subcontractor will be required to comply with all provisions of BLL’s Project Safety Roles and Responsibilities.

   a. **Daily:**

      1. **Morning safety meeting** – Employees of all subcontractors and tier contractors shall participate in a daily, 15-minute meeting each morning and shall provide input and overview of that day’s work activities and how the inherent hazards will be mitigated.

      2. **Pre-task Planning (PTP)** - All Subcontractors and their lower tiered subcontractors shall complete a pre-task plan before Work begins for each task. This plan shall identify the task being performed, the steps taken to accomplish the task, the hazards of performing the task, the proposed actions for mitigation of the hazard and the responsible parties for ensuring that the plan is followed. The PTP shall be kept in the immediate vicinity of the Work each day and submitted to the BLL team each week. All workers present at their specific pre-task plan meeting must sign a register confirming their understanding of the method of Work to be performed and mitigation strategy of associated risks.

      3. **Permits to Work** – Prior to the commencement of any Work deemed hazardous by BLL, the Subcontractor shall request and receive a permit to work from the designated BLL representative. All permits must be kept in the proximity of the Work at all times. The amount of planning and information required to obtain the permit may vary depending on the severity of the risk involved, and may require additional risk assessments by the Subcontractor. At a minimum, permits will be required for the following activities:

         • Crane erection, climbing and dismantling
         • Hot works
         • Confined space entry
EXHIBIT J

Project Safety Program Requirements
Project Name: CCSF Chinatown North Beach – Main Building (Lots 9 & 10) & Annex Building (Lot 5)
BLL Project No. 62940300
Subcontract No. _____________________
Subcontractor Name: ___________________

- Lock Out/ Tag Out (LO/TO)
- Electrical Energized Work (EEW)
- Excavations
- Working in an occupied building
- Work within a healthcare facility or a publicly occupied facility
- Work within limited access areas

4. **Equipment/tool Inspections** – Subcontractor shall inspect all equipment and tools daily before each use. The inspections shall follow the manufacturer's guidelines and be documented by way of a dated checklist. The inspection checklist shall be kept in the general proximity of the Work. Tools or cables deemed to be unsafe for use are to be removed from service immediately. BLL reserves the right to dispose of cables or tools that are found to be out of compliance. When working at or near the perimeter of a building, tool lanyards are to be used to prevent any pieces of equipment from falling. This is to be included in the pre-task plan and monitored by the Subcontractor.

5. **Incident Reporting and Root Cause Analysis requirements** – Subcontractor shall report all first aids, injuries, near misses and property damage to the BLL superintendent within (1) hour of the occurrence. The Subcontractor shall complete and submit the initial incident report to BLL within (4) hours of the occurrence. If the incident is serious in nature, a root causal analysis will be conducted within (24) hours of occurrence and the Subcontractor's management and other personnel may be required to attend. Any corrective actions required from the root cause analysis must be immediately implemented by the Subcontractor and any required documentation must be submitted before the Work can resume.

6. **Subcontractor Clean Up** – Subcontractor is to provide sufficient resources to clean up its work area as described in the Scope of Work section of its Subcontract. The Subcontractor shall include removal of debris on a clean-as-you-build basis for all Work. Stock piling of materials/debris may take place for that shift as long as it does not create a hazard for tripping or prevent other trades from performing their work and does not pose a risk of catching fire due to other work in the area. All stock piles/debris must be removed by the end of the shift with no exceptions. All subcontractors shall perform cleaning of their work area(s) and break area(s) as required by the CFR 1926 standards. Skip pans must have a licensed engineer stamp and must be loaded in accordance with recommendations. Skip pans must be inspected daily and covered to prevent spillage while being transported. In order to provide a healthy environment for all workers, a separate container is to be provided for food waste. BLL reserves the right to back charge any subcontractor who does not fulfill its obligation to clean up its own debris.

b. **Weekly:**

1. **Subcontractor work area inspections** - The Subcontractor shall inspect its areas of Work weekly to ensure that any unsafe acts or conditions are identified and immediately mitigated. Written documentation of the inspection shall be submitted to the designated BLL representative within 24 hours for validation by a BLL employee.

2. **Tool box talks** - The Subcontractor shall conduct and document a weekly safety toolbox talk with its employees. The talk should be about a topic that is applicable to its Work. A copy of the toolbox talk and attendance record, signed by each employee in attendance, shall be submitted to the designated BLL representative within 24 hours of the event.

3. **First aid kits/inspections** - The Subcontractors shall have its own first aid kit on site at all times for its employees’ use. The first aid kit shall be inspected and replenished each week. The Subcontractor shall maintain documentation to substantiate compliance with this requirement.
4. **Fire extinguishers/inspections** - Subcontractor shall provide and maintain proper, working fire extinguishers for its work at all times and will inspect fire extinguishers on a weekly basis to ensure compliance. Any fire extinguishers that are out of compliance shall be removed from service and replaced immediately. Subcontractor will be responsible for compliance with the hot works permit process and checking the area once hot works are complete.

5. **Standpipe** – The standpipe is to be clearly signed and painted red to ensure all operatives are aware of the identity of the pipe. The standpipe is to be tested weekly or in accordance with the local fire department regulations and kept to within two floors of the working deck. All workers are to be informed of the importance of maintaining the integrity of the standpipe at all times during orientation. Tampering with or disabling the standpipe will result in the worker being removed from the Project.

6. **Safety Lead Team** - The designated project manager/safety manager for each subcontractor shall attend a Safety Leadership Team meeting for approximately (60) minutes each month. This meeting will discuss the current work on site, high risk activities, review site observations and incidents, share lessons learned and assess upcoming work. The team will then walk the site and observe the high risk activities being performed. Any observations shall be documented and any deficiencies shall be mitigated immediately. This is also an opportunity for subcontractors to provide feedback on safety related concerns or issues to the project team.

c. **Quarterly or As Required:**

1. **Supervisory Skills Workshop (SSW)** - Subcontractor’s foremen and/or superintendents shall attend the BLL Supervisory Skills Workshop within (30) days of mobilizing to the Project site. The workshop is intended to add skills in managing workers, with a key focus on methods to assign work safely.

2. **Emergency Evacuation Drills** - All subcontractors shall take part in scheduled emergency evacuation drills. The drills will be scheduled at required intervals and documented. The lessons learned shall be communicated to the project and corrective actions completed as required.

3. **Principals Council** – Once every three (3) months, the Subcontractor may be required to participate in the Principals Council meeting held at the Project site. Participants shall tour and inspect the Project site, interact with the workforce regarding project safety and share their observations and recommendations with other members of the Council during a post-inspection debriefing. Participation by the owner, principal or executive officer is encouraged but at a minimum the Principals Council shall be attended by the project manager of each subcontractor. This meeting and site walk will take approximately (2) hours and will provide an opportunity to review the Project risks in detail.

11. **Safety Representative Designation** - Each subcontractor shall designate a “competent person” to manage its safety program. Notification of the responsible individual shall be made to the BLL site safety manager in writing. With prior notification dependant on the number of workers or element of risk involved BLL may require the Subcontractor to employ a full time qualified safety representative to be on site. This safety representative must have a working knowledge of the safety programs and have completed the OSHA 30, CPR/First Aid/BBP/AED training, and have extensive knowledge of the hazards associated with the Subcontractors Work. Extreme high-risk activities, additional shifts or sudden increase in manpower may require additional safety representatives. Subcontractors having 50 or more workers on site will be required to have a full time site safety manager. This full time site safety manager will have no other job responsibilities outside of those required as the site safety manager.

The Subcontractor’s safety representative is required to maintain records, to organize and participate in training sessions and attend all weekly safety meetings. If the Project holds monthly safety management meetings, weekly safety lead team meetings or other meetings designated by BLL, the safety representative will be required to attend.
Record Keeping - Subcontractor shall maintain accurate incident and injury reports and, on a monthly basis, shall furnish BLL project management team, a “Monthly Summary” of injuries and work-hours expended.

12. Fall Prevention – Pursuant to Article 15 of the Subcontract, this Subcontractor shall at all times comply with the fall prevention and fall protection requirements in areas where persons or materials could fall more than six (6) feet. Further, Subcontractor shall comply with the BLL Falls Elimination and Mitigation Program as follows:

Falls Elimination and Mitigation Program - The following language defines the scope and approach for preventing falls of both people and materials. It is BLL’s policy to prevent all risks of a fall through the provision of a physical means of prevention versus the reliance on the use of a lanyard. In addition to adherence to OSHA 1926 standards and other BLL requirements, each subcontractor shall be responsible for the elimination of fall exposure and subsequent mitigation requirements listed below:

a. Subcontractor shall provide a detailed, written SSSP that covers working at heights for both personnel and material. Where provided by BLL the SSSP should include usage of supplied and/or operated access and hoisting equipment.

b. Permanent access to working floors such as scaffolding stairs shall be in place no more than two (2) floors behind the current floor under construction, and include handrails where part of this Subcontractor’s Scope of Work. Otherwise access to all working floors must be detailed in the SSSP and presented to BLL for approval prior to work commencing. Job-built ladders will only be permitted to be used in the event that no other alternative means of access is available and will only be used for access to the leading ‘active’ floor under construction. Temporary scaffold-type stairs shall be erected as needed on the two (2) active floors under construction or where the permanent stairs cannot be constructed concurrently.

c. Steel Frame Structures - shall be erected from all-terrain man lifts up to the fourth (4th) floor to include 100% basket tie-off or to the maximum working height of the lift. If this cannot be accomplished without creating greater hazards, then the erection plan must be approved by BLL before the Work commences. For erection above the fourth (4th) floor, 100% double lanyard tie-off shall be maintained at all times during frame erection. Perimeter cable systems (See Physical GMR 1.2) shall be installed as the erection progresses. Detailers including bolt-up/plumb & trim metal crews shall use 100% double lanyard tie-off at the interior of the structure and man lifts at the perimeter to the maximum working height of the lift. Decking crews shall have full personnel net protection at all times or a leading edge system similar to the Miller Edge System. Dedicated net crews should move with the decking crews to ensure working area coverage unless total coverage is initially installed.

d. Concrete Frame Structures – the active floor under construction shall be erected from the permanent floor below where the forming system permits. A secondary means of protection is required where the system cannot be installed from below. This is to be either a netting or crash deck solution to prevent the possibility of a fall greater than six feet. A Miller Edge or similar system is required to ensure 100% tie-off at the leading edge.

e. Perimeter rail systems shall be robust and be maintained throughout installation of the exterior cladding. The perimeter system shall be a minimum of five (5'-0") feet high to the top rail or cable and must have debris netting (Pearl Weave or equal) securely attached. This requires review of the building’s exterior envelope to provide the necessary attachment points for a properly tensioned perimeter system. The system shall remain in place until the exterior envelope is completely installed. At points where public access is adjacent to the structure a full height, floor-to-floor, perimeter system shall be employed. Perimeter rail system removal and maintenance shall be at the direction of BLL.

f. High rise construction, thirty (30) floors or greater, shall include full height perimeter systems with securely affixed debris netting. This will be as detailed in the site logistics plan. Elevations overlooking public access areas are to be protected with full height netting and identified in the SSSPs.

g. Lifting either adjacent to public areas or outside of the Project boundary shall require the use of protective canopies or vehicle and/or pedestrian traffic control and closures. Full-time personnel shall be provided to redirect vehicular and
pedestrian traffic and vehicle and pedestrian traffic shall be segregated. An exclusion zone is to be strictly enforced below any area of lifting. The exclusion zone is to be controlled through erection of physical barriers signed and patrolled.

h. Temporary personnel working platforms shall meet all pertinent safety requirements for access and perimeter protection and be specific to the pre-planned work task. A plan for the proper use and maintenance of such platforms is to be presented to BLL prior to the commencement of any associated work. At a minimum, weekly inspections shall document that the work platform remains safe and fit for continued use.

i. Fixed access or scaffold systems shall be fully decked and meet all safety requirements for access and perimeter protection and be designed for the pre-planned work task. Erection and dismantling shall be performed using 100%, double lanyard tie-off.

j. All persons working on suspended scaffolds 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 including its suspension system.

k. Free standing scaffold towers used externally must not be higher to the top platform level than three 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.

l. Scaffolding and other structures utilized for elevated work platforms shall have the required decking, handrails, midrails, toeboards, and proper access. Articulated work platforms require the use of fall protection equipment and shall be worn when operating said equipment. Erecting, dismantling and daily inspection of scaffolds must be supervised by a qualified “competent person”. Evidence of “competent person” training must be provided to BLL before Work begins. Users of scaffolds must provide BLL of proof of “user scaffold training” certification prior to using any scaffolds. Fall protection equipment shall be used when erecting or dismantling scaffolds.

m. Mechanical Elevated Work Platforms (Lifts) of all types or rolling scaffolding shall be selected for the specific Work task plan as noted on the approved pre-task planning form. Operators shall be trained by this Subcontractor (if competent) or the rental company’s trained representative with evidence of training provided prior to the commencement of Work. A record of training shall be maintained at the project site by this Subcontractor in conjunction with the SSSP plan. Daily inspections of lifts shall be conducted as required. Aerial lifts shall not be used as a means of access or transporting materials without the prior written consent of the designated BLL project manager.

n. Elevator shaft protection shall be full height, manufactured, securely affixed to the structure and lockable. Elevator installers shall be able to open the shaft protection from inside the elevator shaft. Keyed access shall be the responsibility of BLL. Horizontal, engineered, double layer elevator shaft protection is acceptable until full height systems are installed. Upon completion of the permanent shaft wall system and lockable access to the remaining elevator shaft opening, the horizontal protection shall only be removed with the written permission of BLL and requires 100%, double lanyard tie-off.

o. Horizontal shaft protection shall be full height, securely affixed and have locked access where required for Work. Where full height shaft protection cannot be installed or is impractical, a horizontal, engineered for purpose, double layer barrier shall be employed. In either case shafts larger than 16” in both dimensions shall have safety straps rated for fall arrest no greater apart than 4'-0” on center at the shaft perimeter. For shaft openings less than 16” in one direction the current hole/shaft cover policy shall prevail. Covers for hole in floors, roofs and other walking/working surfaces are required. Missing Opening Protection: If safety railings or opening protection are not installed in an area where a subcontractor is currently working, it is each contractor’s/ subcontractor’s responsibility to insure that its workmen are properly tied off (100% tied off) and to bring the condition to BLL’s attention.
EXHIBIT J
Project Safety Program Requirements
Project Name: CCSF Chinatown North Beach – Main Building (Lots 9 & 10) & Annex Building (Lot 5)
BLL Project No. 62940300
Subcontract No. _____________________
Subcontractor Name: ___________________

p. Removal of the shaft protection shall only be with the written permission of BLL and requires 100%, double lanyard tie-off.

q. Shallow excavations (less than 3 feet) require an orange snow fence set back no less than ten (10') feet from the leading edge of the Work. Excavations greater than 3 feet in depth or near a vehicular access require protection utilizing a chain link fence, concrete / water filled jersey barriers or timber rail fence to form a physical barrier. Access into and out of the excavation shall be segregated for equipment and personnel. A minimum of two (2) points of egress shall be provided which shall consist of earth ramps, scaffold stair towers or prefabricated stair systems. Spacing for these egress methods shall be per OSHA standards at a minimum where more than one point egress is required. Ladders, including ‘job built’ type, are not allowed within large excavations. Benching or barrier type edge protection is required to keep material from falling into the excavation. Where there is potential hazard for water infiltration, a specific plan shall be developed prior to the commencement of Work to eliminate the risk of flooding.

r. Ladders are to be used only for access and not as a work platform. A mechanical lift, rolling scaffold or adjustable podium step system is the preferred means of access. Where a ladder is required for Work, three (3) points of contact on the ladder must be maintained at all times (not to include the 6’ and over 100% tie-off requirement?) In addition, the Work must be of a short duration of less than ten (10) minutes and not repetitive.

s. Dedicated flammable or hazardous material storage will be required for materials labeled as such in accordance with regulatory standards. Subcontractor will address the hazards associated with these materials and the procedures for handling and storing these materials while being used on site.

13. Disciplinary Policy

The Bovis Lend Lease Americas Business has adopted a consistent approach to managing non-compliance. This supports our overriding belief that being safe and the avoidance of falls is not only morally correct, but aligns with our vision of every worker going home safely at the end of every day. Subcontractors are to be aware that workers may be removed from the project for a significant breach of BLL policy.

We will work with all of our staff and partners to establish:

- A standard approach in implementing a graduated response to non-compliant activities
- A ‘no blame’ culture to encourage near miss reporting
- A means of ensuring we attain compliance with the BLL Falls Prevention plan.
- In depth contractor and subcontractor accreditation.
- Empowerment of our staff and workforce to stop any works they deem unsafe.

The intent of this procedure is to create a sustainable Incident and Injury Free environment and ensure that our staff, suppliers and workforce choose to make the right decision through training, coaching and mentoring. BLL reserves the right to remove any subcontractor project manager, superintendent/foremen or employee at any time based on their attitude or repetitive disregard for the BLL safety policies.

14. Safety Violations/Notices - Safety Notices: Subcontractor acknowledges that BLL has the authority to issue safety notices. Subcontractor shall correct any conditions or acts identified in these notices in the timeline stated.

15. Additional References - Bovis Lend Lease, Inc. Safety Management System (SMS) manual which covers the Global Minimum Requirements (GMR) (available electronically upon request).

16. Regulatory Compliance - The most stringent requirement must always be followed.

17. High Risk Operations/Permits to Work - High risk operation Job Safety Analyses (JSA) are required to be reviewed daily for:

i) Demolition works.
ii) Ground works – including excavations and piling operations.
iii) Elevator installation.
iv) Non-standard lifting operations.
v) Operations likely to endanger the public.
vi) Work on or adjacent to live electrical and pressurized systems.
vii) Work in confined spaces and hazardous atmospheres.
viii) 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.

18. **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.

19. **Flagmen/Watch Persons** - Bid package subcontractor will provide certified flagmen/watch persons, barricades, directional signage, lighting or other items required for the safe access and egress from the jobsite of sub-bid package subcontractor’s vehicles and for both vehicle and pedestrian control for bid package subcontractor’s own work during offloading and material distribution. Bid package subcontractor 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. **Powered Mobile Equipment** -
   a. All mobile equipment brought on site must be logged in with Bovis Lend Lease, Inc. Upon arrival to the site all equipment will have undergone a safety check by competent persons with documentation provided to Bovis Lend Lease, Inc. All equipment entering site must provide, by Bid package subcontractor, the appropriate manufacturers documentation including operations manual, maintenance requirements and logs, etc.
   b. 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 subcontractor and that all equipment is in safe operating condition.

**END OF EXHIBIT J**
Pre-Task Plan

Job Number:

Job Name:

Date:

Company:

Task:

Hazard:

Protection-PPE:

Training:

Attendees:

Completed by:

Printed Name

Signature

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>
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</thead>
<tbody>
<tr>
<td>1. Proper Personal Protective Equipment — Ref. 1926 Subpart E.</td>
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<tr>
<td>a. <strong>Standard Items:</strong></td>
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<td>Hardhats, boots, eye and face protection, hearing protection, gloves, clothing, etc.</td>
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<td>c. Special PPE requirements:</td>
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<td>2. Protection of the Public</td>
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<td>Signage, limited access, overhead protection, adjacent structures protected, emergency contact information posted</td>
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<td>3. Fall Protection — Ref. GMR-Fall Protection #1 and #2, 1926 Subpart M. (training program required, Competent Person required)</td>
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<tr>
<td>a. Full body harnesses with connecting device (shock absorbing lanyard, self retracting lifeline)</td>
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<td>b. Floor holes/penetrations covered/markd or guarded</td>
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<td>c. Perimeter/roof protection</td>
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<td>d. Guardrails, midrails, toeboards, screens and mesh</td>
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<td>e. Protection from falling debris</td>
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<td>f. Vertical rebar covered or capped</td>
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<td>g. Safety Nets</td>
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</table>

**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?
4. Scaffolds — Ref. PGMR #2 and #3, 1926 Subpart L. (Competent Person, training and daily inspections required)

<table>
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<tr>
<th>What was not in compliance?</th>
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<th>(S) Satisfactory</th>
<th>(U) Unsatisfactory</th>
<th>(*) See Notes</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>
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<td>b. Rolling Scaffolds: Wheels locked, full guardrail system, work platform secured, no personnel on scaffold when moved, outriggers</td>
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<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>
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<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>
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<td>e. List other types of scaffolds on site: Special requirements:</td>
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</table>

**PGMR – General 2.** Is appropriate fall protection equipment being used in suspended scaffolds/platforms? YES NO

**PGMR – General 3.** Do scaffold towers meet core document criteria? YES NO

5. Equipment Operations — Ref. 1926 Subpart O. (Requires authorized operators, equipment inspections. See also 1910.178 General Industry Standard - Powered Industrial Truck Operator Training)

<table>
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<tr>
<th>What was not in compliance?</th>
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<th>(S) Satisfactory</th>
<th>(U) Unsatisfactory</th>
<th>(*) See Notes</th>
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</thead>
<tbody>
<tr>
<td>a. All equipment has functional horn</td>
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<td>b. All equipment has a functional back-up signal alarm or signal person</td>
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<td>c. Seat belts are functional and in use</td>
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<td>d. Proper refueling procedures followed</td>
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<td>e. Fire protection readily available</td>
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<td>f. Operations isolated and/or evaluated to provide protection to adjacent workers</td>
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<td>What was not in compliance?</td>
<td>Corrective Action(s)</td>
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<td>6.</td>
<td>Crane Operations — Ref. PGMR #5, 1926 Subpart N and 1926 Subpart R.</td>
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<tr>
<td>a.</td>
<td>Competent operators designated, CCO Certificate</td>
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<td>b.</td>
<td>Crane Lift Permit</td>
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<td>c.</td>
<td>Qualified riggers</td>
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<td>d.</td>
<td>Documented preshift inspection for crane and rigging</td>
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<td>e.</td>
<td>No overhead work conducted</td>
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<td>f.</td>
<td>Outriggers properly set</td>
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<td>g.</td>
<td>Swing radius guarded</td>
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<td>h.</td>
<td>Effective communication between operator and signal person</td>
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<td>i.</td>
<td>Proper clearance from power lines</td>
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<td>j.</td>
<td>Multiple lift procedures/personnel meet requirements of Subpart R</td>
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<td>k.</td>
<td>Documented Hazard Assessment</td>
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<td></td>
<td><strong>PGMR – General 5. Are operators and equipment certified and competent?</strong></td>
<td></td>
<td>YES</td>
<td>NO</td>
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<td>7.</td>
<td>Excavations and Trenching — Ref. 1926 Subpart P.</td>
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<tr>
<td>a.</td>
<td>Documented Hazard Assessment</td>
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<td>b.</td>
<td>Designated competent person</td>
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<td>c.</td>
<td>Proper sloping, benching, or shoring</td>
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<td>d.</td>
<td>Utilities located prior to digging</td>
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<tr>
<td>e.</td>
<td>Means of egress every 25 ft.</td>
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<td>f.</td>
<td>Spoil piles at least 2 ft. from edge</td>
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<td>g.</td>
<td>Proper barricades and/or warning lines</td>
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<td>h.</td>
<td>Employees in excavation/trench not subjected to overhead hazards</td>
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<td>i.</td>
<td>Use of shield systems/trench boxes meet requirements of Subpart P</td>
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<td>j.</td>
<td>Evaluated for hazardous atmosphere</td>
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<td>8.</td>
<td>Fire Protection/Prevention, First Aid, Housekeeping, Sanitation and Illumination — Ref. PGMR #6, 1926 Subpart C, D and F.</td>
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<tr>
<td>a.</td>
<td>Portable Fire Extinguishers: Adjacent to stairwell(s), travel distance not more than 75 ft. from any point</td>
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<td>b. Fire Extinguishers:</td>
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<td>Minimum 4A60BC, adequate clearance, inspected monthly, charged</td>
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<td>c. Ignition Sources Controlled:</td>
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<td>Electrical, light, heat and combustion engines, hot work procedures followed</td>
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<td>d. Flammable/Combustible Liquids:</td>
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<td>FM approved containers (no greater than 5 gal.) and bulk storage tanks bonded and grounded</td>
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<td>e. All fuel storage/containers properly labeled</td>
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<td>f. Flammables stored at least 20 ft. from building</td>
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<td>g. Non-smoking policy enforced</td>
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<tr>
<td>h. First Aid/Bloodborne Kits:</td>
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<tr>
<td>Available and completely stocked</td>
<td></td>
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<tr>
<td>i. Bloodborne pathogens kit and appropriate PPE available</td>
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<tr>
<td>j. Housekeeping:</td>
<td></td>
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<tr>
<td>Work areas, passageways and stairwells free and clear of debris</td>
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<td>k. Appropriate trash containers provided</td>
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<tr>
<td>l. Appropriate toilet facilities and washing facilities/sanitizer available</td>
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<tr>
<td>m. Adequate lighting available in all areas, lights protected from breakage</td>
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<tr>
<td>n. Adequate ventilation</td>
<td></td>
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<tr>
<td>PGMR – General 6. Is there adequate lighting for access and egress in addition to task lighting?</td>
<td></td>
<td>YES</td>
<td>NO</td>
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<tr>
<td>9. Electrical — Ref. PGMR #4, 1926 Subpart K.</td>
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<tr>
<td>a. All temporary systems protected by GFCI, GFCI tested, test documented</td>
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<tr>
<td>b. Flexible cords – no missing pins or broken insulation</td>
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<tr>
<td>c. Handtools properly insulated, protected</td>
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<td>d. Electrical panels and rooms secured, authorized personnel only</td>
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<tr>
<td>What was not in compliance?</td>
<td>Corrective Action(s)</td>
<td>Sign-off / Date</td>
<td>(S) Satisfactory</td>
<td>(U) Unsatisfactory</td>
<td>(*) See Notes</td>
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<tr>
<td>PGMR – General 4. Do all temporary electrical circuits include RCD, ELCB or GFCI at source?</td>
<td>YES</td>
<td>NO</td>
<td></td>
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<tr>
<td><strong>10. Compressed Gases — Ref. 1926 Subpart J.</strong></td>
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<tr>
<td>a. Secured upright, proper storage, capped</td>
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<tr>
<td>b. Oxygen and acetylene separated by 20 ft.</td>
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<tr>
<td>c. Welding and cutting - proper PPE, screens</td>
<td></td>
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<tr>
<td>d. Gauges, regulators, hoses and torches, flash arrestors</td>
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<tr>
<td>e. Fire extinguisher readily available</td>
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<tr>
<td>f. Hot Work Permit</td>
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<td><strong>11. Concrete and Masonry Construction — Ref. 1926 Subpart Q.</strong></td>
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<tr>
<td>a. Rebar guarded</td>
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<tr>
<td>b. PPE, head and face protection or hose operator</td>
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<tr>
<td>c. Shoring plan in place, equipment in firm contact</td>
<td></td>
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<tr>
<td>d. Masonry walls braced, complies with written plan</td>
<td></td>
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<tr>
<td>e. Limited access zones established</td>
<td></td>
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<td><strong>12. Steel Erection — Ref. 1926 Subpart R.</strong></td>
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<tr>
<td>a. All workers subject to falls in excess of 6 ft. protected</td>
<td></td>
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<tr>
<td>b. Laydown areas and site access unobstructed</td>
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<tr>
<td>c. Adjacent workers not subjected to overhead loads</td>
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<tr>
<td>d. Guying and bracing of columns</td>
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<tr>
<td>e. Perimeter protection</td>
<td></td>
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<tr>
<td>f. Decking holes and openings protected (not cut until necessary)</td>
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<tr>
<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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<tr>
<td><strong>13. Confined Space — Ref. 1910.146, Subpart J</strong></td>
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<tr>
<td>a. Documented Hazard Assessment / Entry Permit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Hazardous atmospheric evaluation procedure</td>
<td></td>
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<tr>
<td>c. Rescue procedures and equipment in place</td>
<td></td>
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<tr>
<td>d. Trained personnel</td>
<td></td>
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<tr>
<td><strong>14. Environmental</strong></td>
<td></td>
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<tr>
<td>a. Stormwater protection adequate, regularly inspected</td>
<td></td>
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<td></td>
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<tr>
<td>b. Spill containment for all hazardous chemicals</td>
<td></td>
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</tbody>
</table>
What was not in compliance? | Corrective Action(s) | Sign-off / Date | (S) Satisfactory | (U) Unsatisfactory | (*) See Notes
---|---|---|---|---|---
c. Spill kits on site | | | | | |
d. Wheel wash area | | | | | |
e. Adjacent roadways clean | | | | | |
f. Waste reduction and recycling program actively enforced | | | | | |
g. Tree protection areas maintained | | | | | |
h. Reusable materials area designated and maintained | | | | | |

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? YES NO

16. Operational GMR’s

1. Is the degree of LL responsibility defined and agreed? YES NO
2. Is the process in place to assess the competence of contractors and is relevant training in place? YES NO
3. Is there a designated member of the LL project team responsible for H&S? YES NO
4. Are design and construction risk reviews carried out in line with the core document? YES NO
5. Were fall prevention and protection specifically addressed during pre-construction and construction phases? YES NO
6. Is the project inspected once a week by the designated person and results and corrective actions recorded? YES NO
7. Has this audit process been used to audit the project at least once in every 12 weeks? YES NO
8. Is there a resident EH&S person if the value exceeds US$60 M/year? YES NO
<table>
<thead>
<tr>
<th>Notes / Best Practices / Lessons Learned</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Response:</td>
</tr>
<tr>
<td>b. Response:</td>
</tr>
<tr>
<td>c. Response:</td>
</tr>
<tr>
<td>d. Response:</td>
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<td>e. Response:</td>
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<tr>
<td>f. Response:</td>
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<tr>
<td>g. Response:</td>
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<tr>
<td>h. Response:</td>
</tr>
<tr>
<td>i. Response:</td>
</tr>
<tr>
<td>j. Response:</td>
</tr>
<tr>
<td>k. Response:</td>
</tr>
<tr>
<td>l. Response:</td>
</tr>
</tbody>
</table>
Permission is granted to: ___________________________ (Name / Company) ___________________________ (Valid for day of issue only.)

To use: ___________________________ (Equipment) ___________________________ In the: ___________________________ (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.
**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:**

**Expected Hazards:**

**Communications:**

**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>Escape Harness Required</td>
<td>☐</td>
<td>☒</td>
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<tr>
<td>Lines Broken – Capped or Blanked</td>
<td>Tripod Emergency Escape unit</td>
<td>☐</td>
<td>☒</td>
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<tr>
<td>Purge – Flush and vent</td>
<td>Lifelines</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Forced Air Ventilation</td>
<td>Fire Extinguishers</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Secure Area (Post and Flag)</td>
<td>Lighting (Explosion Proof)</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Breathing Apparatus</td>
<td>Protective Clothing</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Resuscitator - Inhalator</td>
<td>Respirator</td>
<td>☐</td>
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</table>

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<thead>
<tr>
<th>Hazards</th>
<th>Permissible Entry Level</th>
<th>Tester</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of Oxygen</td>
<td>19.5% to 23.5%</td>
<td></td>
</tr>
<tr>
<td>% of L.E.L. (Gas / Vapor / Mist)</td>
<td>Less than 10%</td>
<td></td>
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<tr>
<td>Carbon Monoxide</td>
<td>35 ppm (8 hr)</td>
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</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: ____________________________

<table>
<thead>
<tr>
<th>Testing Instruments Used</th>
<th>Name</th>
<th>Type</th>
<th>Identification#</th>
<th>Calibration</th>
</tr>
</thead>
<tbody>
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<thead>
<tr>
<th>Authorized Entrants</th>
<th>Authorized Attendants</th>
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**PERMIT AUTHORIZATION**

I certify that all actions and conditions necessary for safe entry have been performed.

Signed: ____________________________ Date: ____________________________

Print Name: ____________________________ Time: ____________________________

SF09 (R)9/2002 MW97
Trade Contractor / Subcontractor Daily Report

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>
</tr>
</thead>
<tbody>
<tr>
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</table>
## Trade Contractor / SubContractor Daily Report

**Job Number:** ________________________________  
**Date:** ________________________________

**Job Name:** ________________________________

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

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

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</table>

**Author:** __________________________________________  
**Author’s Title:** __________________________________

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

**Copies to:** _______________________________________

PA01SUB (R)12/99 MW97 page 2 of 2
NOTE: Bidder/Subcontractor understands that the logistic plans on the attached Exhibit J.1 are not the final logistic plans and are subject to change depending on construction sequence, construction schedule, approval from Department of Public Works (DPW), approval from Department of Parking & Traffic (DPT). The logistic plans are subject to change without notification. Furthermore the Contractor reserves the right to change the logistic plans as needed to accommodate construction sequencing, construction schedule, final approval from DPW and DPT. Such changes shall not constitute a cost change to the Subcontract amount. Bidders/Subcontractors note that the entire logistics plan is available upon request for review. Contact Jessica Vass at 415-693-9985 to request a full copy. Only drawings L100, L101, L102, L109 – Main, and L109 - Annex are included in the bid package/subcontract. All other drawings as listed on drawing L100 are by reference part of this bid package/subcontract.
Chinatown North Beach Campus Logistics & EH&S Plan

Emergency Action Plan

Notes:
TWO LONG HORN BURSTS INDICATES EMERGENCY EVACUATION REQUIRED. MEET AT DESIGNATED MUSTER POINTS.
ONE LONG HORN BURST INDICATES EMERGENCY EVACUATION DRILL.

Emergency Contacts
EH&S Manager: Lacey Cameron
415-739-8604
Senior Site Superintendent:
John Chawseri 415-736-8244
For all emergencies call: 911

Local Hospital Information

Chinese Hospital
835 Jackson Street
San Francisco, CA, 94133
415-677-2300

St Francis Memorial Hospital
490 Post Street
San Francisco, CA, 94102
415-732-7029

EX01 Stage 1 Excavation Plan
EX02 Stage 1 Excavation Plan
EX03 Stage 2 Excavation Plan
EX04 Stage 2 Excavation Plan
EX05 Excavation Details

DRAWING LIST:
L100 Coversheet
L101 GMR Checklist
L102 GMR Requirements
L103 Emergency Care Clinic
L104 Fire Department
L105 Police Department
L106 Site Overview/Traffic Plan
L107 Hoist Logistics
L108 Basement Logistics
L109 Level 1 Logistics
L110 Level 2 Logistics
L111 Level 3 Logistics
L112 Level 4 Logistics
L113 Level 5 Logistics
L114 Level 6 Logistics
L115 Roof Logistics
L116 Perimeter Logistics

Coversheet
CCSF Chinatown
North Beach Campus Lot 9/10

Project Site
San Francisco Urgent Care
Chinese Hospital
GMR CHECKLIST

The following items are required per PP&D GMR 2.1

1) Fall prevention plan
   - Edge protection, safe access to heights, lift shaft protection.
   - Traffic management and pedestrian safety.
   - Delivery routes, material storage arrangements, and waste arrangement.
   - Disposal routes.
2) Logistics plan
   - Location of fire services and lines.
   - Temporary electrical distribution systems, breakers and cable locations.
3) Temporary lighting plan
   - Location of live services and lines.
4) Site emergency plan
   - Incident reporting and management.
   - Specific emergency risks and methods for managing these risks.
   - Provisions, locations and testing of fire fighting equipment, alarms, escape routes and drills.

5) Safety plan
   - First aid arrangements.
6) First Aid and Welfare arrangements, occupational health, community liaison and potential for extreme weather events.

Fall Protection Plan P GMR 1
1.1) Robust physical barriers (screens, guardrails, aircraft cable and net system) to prevent falls.
1.2) Open edge protection with screens as the preferred method considered before any other option (scaffolds, guardrails, cables and netting system).
1.3) Exclusion zones established below work areas.
1.4) Safe working platforms should be provided for all those working in lift shafts.
1.5) All floor openings must be protected with a robust, securely fixed marked cover.

Logistics P GMR 2
2.1) Separate site entrance for vehicles and people.
2.2) Barriers, cones, guardrails, etc., should be used to form pedestrian routes.
2.3) Adequate signs, lights, fences, barricades, used to inform drivers of hazards.

Ground Works P GMR 3
3.1) Signs, barriers, and lights must be provided to prevent falls in trenches and excavations.
3.2) Temporary stairs should be installed for safe access into trenches and excavations.
3.3) Excavation zones must be established and maintained around operating moving earth vehicles.

Lifting and Slinging P GMR 4
4.1) Cranes will be regularly inspected and documentation kept on file.
4.2) Where applicable cranes will be fitted with AEL indicators, vehicle indicators, overloading alarms, warning lights, anemometers, and two blocking equipment, and appropriate grounding.
4.3) Rigging will be inspected by competent person and performed by qualified rigger.

Electrical P GMR 5
5.1) Temporary supply panels will be sufficient in number and inspected by a competent person per project health and safety plan prior to use.
5.2) Emergency lighting will have a battery backup system.
5.3) Exit and emergency lighting will have a minimum of 3 hours backup.
5.4) Compact fluorescent bulbs will be used.

Occupational Health, Personal Protective Equipment and Welfare P GMR 6
6.1) Hazardous material storage: Combustibles and other dangerous material must be safely stored and identified and/or kept in fire resistance containers.
6.2) Designated waste areas.
6.3) Medical equipment must be available for providing first aid treatment to injuries.

Fire & Emergency P GMR 7
7.1) Adequate storage areas with proper lighting for all combustible material.
7.2) Two alternate means of escape suitable for the number and specific needs of all people must be provided.
7.3) Fire fighting equipment must be available and correctly located. Fire extinguisher and raw inlets and outlets valves must be accessible, unobstructed and clearly signed.
7.4) Risers should be no more that two floors below the construction floor.
GMR REQUIREMENTS

The following GMRs are illustrated on these plans:

1.1) Perimeter protection: 60” guardrails with netting, mid rails and toe boards are installed on all open sides of platforms.
1.2) Lanyards should be used to tie off tools and equipment when work is being conducted outside of the building perimeter.
1.3) Frame erection: metal structures should be erected from scissor lifts.
1.4) Tie offs with double lanyard will be used for the interior portions.
1.5) Scaffolds, temporary works and working platforms: interior area where atrium is located will be scaffolded.
1.6) Safe ladder access provided as well as rest stations, spring loaded gates and access points on scaffolds.
1.7) Perforations, pipes & shafts: mesh will be utilized on the interior of HVAC openings and the exterior will be flush with the floor.
1.8) Elevator shafts will be guarded at each floor.
2.1) Logistic plan: delivery procedures and storage arrangements should be detailed, including crane loading areas.
2.1a) Site access control: guards will monitor 2 pedestrian gates and 1 vehicle entrance.
2.1b) Reversing operations should be eliminated by the use of one-way systems employing traffic signalers to direct drivers.
2.1c) IIF messages should be displayed.
2.1d) Projects should display information detailing the location and nature of high risk activities ongoing for that day including any area where entry is forbidden or precautions apply and legally required documents must be posted.
2.2) Fencing: chain link fence with wind screen at specified locations.
2.3a) Pedestrian & vehicle safety: solid covered canopy for pedestrians.
3.1) Adjacent structures, roads and side walks must be supported and protected.
3.2c) Edge protection should be provided where there is a risk of injury from people or materials falling into excavation pits or holes.
3.2d) Materials and equipment must be kept at a safe distance from the edge of excavation.
3.2e) Cable with netting will be utilized at perimeter of excavation.
4.1) Cranes and lifting equipment: mobile cranes for concrete work, structural steel, GFRC, and possibly excavation.
4.1a) Take effective measures to protect public during lifting operation and vehicle movements.
4.2) Competent persons: high risk activities must be carefully planned (IE frame erection, lift installation, etc.) & pre-task plan to be issued (Mandatory).
4.3) Documentation of competent persons to be kept on project site.
5.1) Temporary supply: adequate lighting must be provided to supplement low levels of natural light.
5.1a) Emergency lighting systems must have back ups to aid in escape during evacuations and emergencies.
6.1) Occupational health: medical equipment and trained personnel should be available for providing first aid and treatment to injuries.
6.1a) Welfare: sufficient toilets with sanitary connections will be provided to replace chemical toilets at first opportunity.
6.1b) Washing facilities with water will be made available.
6.1c) Showers for washing and showering.
7.1a) Means of escape: all main access ways, emergency routes and passages must be clearly marked and kept free of debris.
7.2) Evacuation routes and assembly points must be clearly identified.

Additional GMRs located on the following:
Storm Water Pollution Prevention Plan
6.1ab) Employ effective dust, noise and vibration control measures.
6.1ac) Waste must be managed by minimization, segregation and recycling.
6.1ad) Material safety data sheets must be available and used to access risks pertaining to the use and storage of highly flammable materials and hazardous substances.
7.1a) Adequate storage areas with proper lighting for all combustible material.
7.1b) Hazardous materials must be kept in suitable storage areas and have safety information available.
DATE:               February 24, 2005                S5

TO:                  Board of Trustees

FROM:                Dr. Philip R. Day, Jr., Chancellor

SUBJECT:             SPECIAL
                      Authorization for a Project Labor Agreement related to the 2001
                      Bond Issue
                      (Resolution No. 050224-S5)

BACKGROUND INFORMATION:

During its October 2001 regular meeting the Board passed Resolution 011025-S3 which authorized
the Chancellor to select a consultant who would evaluate the potential benefits of and make
recommendations for a consolidated, coordinated labor relations program for the district’s
construction program, including consideration and recommendation on the use of a Project Labor
Agreement. The Chancellor selected Parsons Constructors, Inc. to accomplish this task. In turn,
Parsons Constructors developed a document entitled “Project Labor Agreement Feasibility Study”
dated August 7, 2002. The Parsons Constructors’ report recommended that the District seek labor
relations stability, given the construction labor-management climate both in San Francisco and
nationally, via a Project Labor Agreement, and recognized that anticipated construction needed to be
completed on schedule so that classes and academic programs would not be adversely affected.
During its August 2002 regular meeting, the Board of Trustees adopted Resolution No. 020827-S1
specifically directing the Chancellor to move forward with negotiations for a Project Labor Agreement.
The resolution also provided specific conditions and principles for the Chancellor to follow during PLA
negotiations.

These conditions and principles are repeated below verbatim:

a. The PLA shall contain effective, time efficient dispute resolution procedures, available to all
    parties and their employees, covering any potential labor-management or employee-
    management dispute, including jurisdictional disputes among the signatory unions, which
    might arise under the Agreement;

b. The PLA shall contain provisions including a comprehensive no-strike clause, which will
    prohibit any disruption, work stoppage or lockout that might arise and include a mechanism
    for the prompt, effective enforcement of such provisions;

BOARD OF TRUSTEES
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Dr. Anita Grier • Milton Marks III • Julio J. Ramos • Lawrence Wong, Esq. • Veronica Lawrence, Student Trustee

Dr. Philip R. Day, Jr., Chancellor
c. The PLA shall contain provisions permitting the establishment of rules, regulations, and procedures promoting a safe work place for all employees, which may include measures that are beneficial to the Project and to the District;
d. The PLA shall prohibit employment discrimination of all types and shall not impede, but rather encourage, balanced opportunities among all groups to participate in Project work;
e. The PLA shall include provisions that seek to ensure a steady, adequate and reliable supply of properly skilled employees to undertake work covered by the PLA;
f. The PLA shall contain provisions which permit all qualified construction contractors to bid and be awarded work pursuant to the applicable procurement laws, and shall not require such contractors to be signatory to, or to become signatory to, any other Agreement but the Project Labor Agreement for purposes of wages, hours, and working conditions on the Project;
g. The PLA shall, to the extent possible, standardize and harmonize working conditions on the Project to maximize the efficiency of construction and the coordination among different contractors and work forces;
h. The PLA shall explicitly define its scope as limited to the construction work authorized by the Board for inclusion within a PLA as contained in the document entitled “City College of San Francisco Bond Projects Report: Proposed Projects for $195 Million General Obligation Bond” dated June 6, 2001, except as otherwise provided in this Resolution and shall further limit its application to those employees traditionally engaged in the construction process and employed directly by contractors bound by the PLA;
i. The PLA shall, as the definitive labor relations program for the Project, encourage coordination among the contractors and inter-change between labor and management in order to establish a stable, harmonious work site and permit the timely completion of the Project;
j. The PLA shall seek to ensure fair and equitable accommodations for both union and non-union workers with regard to both health care and retirement benefits;
k. The PLA shall seek to encourage and create opportunities for Small Local construction firms to be sub-contractors of larger contractors on District Projects.
l. The PLA shall provide that the College will use its own Contract Compliance Officer and other governmental agencies to monitor contractors for compliance with appropriate labor laws and regulations.

In an effort to implement Resolution No. 020827-S1, the Chancellor and the Vice Chancellor for Finance and Administration conducted more than eighteen months of face-to-face negotiations with representatives of the San Francisco building trades unions. In addition the Chancellor and the Vice Chancellor for Finance and Administration conducted numerous meetings with representatives of San Francisco’s small business community. The goal of this process was to produce a PLA document that adhered to the conditions and principles contained in the board’s August 2002 resolution and at the same time seek, through consultation, input from impacted parties. The result is the proposed PLA dated “January 6, 2005” (see Appendix B).

Additionally and per the conditions and expectations of the Board approved resolution, the Committee on Facilities hosted a Special Meeting for purposes of discussing the draft negotiated agreement in public on December 6, 2004. At that meeting, a full discussion took place and it was suggested that a few areas within the PLA be looked at again for further refinement. Specifically, the matter related to Article III, Union Recognition and Employment, Section 3(d), the number of core employees (of a local non-union contractor) that could be referred pursuant to Article III, Section 3(a) has been increased from four (4) to five (5).
Furthermore and pursuant to the discussion related to giving priority consideration for project work to residents of the City and County of San Francisco, Article III, Section 3(d) was modified to reflect this concern per my memo to the Board dated December 9, 2004.

Finally, the Board of Trustees specifically requested that the Chancellor ask outside counsel, Mr. Carl Uehlein, to review the “final draft” and to share his insights and observations with the District. This was viewed as particularly important on the matters related to the extent to which the draft conforms to any rational standard for PLA’s and/or how it conforms with the original resolution approved by the Board of Trustees. His memo is attached to this resolution (Appendix A).

It should be noted that, since the January meeting and given the fact that we “pulled” the PLA resolution, the District administration received a request from representatives of the SLBE contractors groups to attend a meeting to discuss the impact of the PLA and how contractors would operate within its framework. The Chancellor discussed the matter of conducting the meeting directly with the leadership of this group. It was mutually agreed that we would actually host two meetings. The first meeting would be a general orientation and “Q & A” about the PLA particularly given the fact that some contractors had more knowledge of the PLA than others. The second meeting, actually more of a workshop, would be held in early March and only if the Board of Trustees approved the PLA. This workshop would be more focused and detailed including the review of specific procedural matters related to particular Articles with the PLA. The Chancellor has asked Carl Uehlein to work with staff to develop a more detailed draft of a “step-by-step” procedural guide that will be used to provide direction to both primary and sub-contractors. It is expected that the March workshop will focus on the details of the process with representatives from the primary trade unions, our legal counsel, and facilities planning staff present to provide information and to answer questions.

It should also be noted particularly by interested parties and members of the public that Appendix B of the PLA draft which is the listing of all the applicable Schedule A’s that are referred throughout the document are not provided within each copy of the recommended PLA draft. The length and scope of those documents precludes them from being enclosed. All of the Schedule A’s are available for review and on-file in the Conference Room at the Gough Street Campus at 33 Gough Street, San Francisco

RECOMMENDATION:

WHEREAS, the District retained a consultant who conducted an extensive study which concluded that a PLA should further the District’s governmental interest and meet the competitive bidding laws of California; and

WHEREAS, the successful completion of construction projects is of the utmost importance to the San Francisco Community College District, the students it serves and the surrounding community; and

WHEREAS, it is recognized that on all construction projects the goal is to reduce construction costs to the San Francisco Community College District by ensuring work will be completed efficiently, cooperatively, economically, and without interruption; and

THEREFORE BE IT RESOLVED: that the Board authorizes the Chancellor or his designee(s) to enter into a Project Labor Agreement (Attachment A) with the San Francisco Building Trades Council;
AND FURTHER BE IT RESOLVED: that such PLA not be applicable to those projects as contained in Section IV, entitled “Renovation and Remodeling of Aging Facilities”, which is part of the document entitled “City College of San Francisco Bond Projects Report: Proposed Projects for $195 Million General Obligation Bond”, dated June 6, 2001, which, because of their limited size, scheduling, limited employment demands for the individual projects, and differences in applicable funding sources along with the constraints they impose, do not appear to raise the concerns and needs which may require their coverage with the potential benefits of a PLA;

AND FURTHER BE IT RESOLVED: that the Chancellor and/or his designees are hereby authorized to take any and all actions and/or execute any and all documents on behalf of the District to effectuate this resolution.

Originator: Peter Goldstein
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT/
CITY COLLEGE OF SAN FRANCISCO
CONSTRUCTION
PROJECT LABOR AGREEMENT

Effective: January 6, 2005
(Version 1)
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This Project Labor Agreement (hereinafter, the “Agreement”) is entered into this __________ 2004 by and between The San Francisco Community College District, its successors or assigns, and the construction contractors and subcontractors of whatever tier directly executing this Agreement or the Letter of Assent (Attachment A), (hereinafter collectively, the “Contractor” or “Contractors”) and The Building and Construction Trades Council of San Francisco (hereinafter “Council”), and the signatory craft unions (hereinafter, collectively the “Union” or “Unions”), with respect to the construction work within the scope of this Agreement owned by the San Francisco Community College District (hereinafter, the “District” or “City College”) and financed by the funds authorized pursuant to the General Obligation Bond Proposition (“Proposition A”), passed by the voters of the District on November 6, 2001, and designated for the construction or major renovation and/or rehabilitation of certain facilities within the City College of San Francisco System.

It is understood by the parties to this Agreement that if this Agreement is acceptable to the District’s Board, it will become the policy of the District that the construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to be bound by the terms of this Agreement through execution of it or the Letter of Assent. The District, through its Designated Representative, on staff or under contract, shall administer this Agreement and shall monitor compliance with it by all Contractors. For purposes of this Agreement, each Contractor recognizes and appoints the District Representative as its agent, with full, independent authority to implement and administer this Agreement and, when and if appropriate or necessary, negotiate amendments to this Agreement. Together with the Union parties, the District shall be considered a “negotiating party” of this Agreement.

“Project Manager(s)” and/or “construction manager(s)” may be selected by the District on one or more campuses to oversee and/or inspect construction activity, as agents of the District. They will not be engaged in construction work, and their relationship to this Agreement, if any, will be through the District.

The Unions and all Contractors agree to abide by the terms and conditions of this Agreement, and that this Agreement, together with the Schedule A’s (pursuant to Article II, Section 4), represents the complete understanding of the parties. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement or the applicable Schedule A Agreements will be binding on any other party unless endorsed in writing by the District Representative.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who agrees to become bound hereto, without regard to
whether that successful bidder performs work at other sites on either a union or a non-union basis and without regard to whether employees of such bidder are or are not members of any union. This Agreement shall not apply to any work of any Contractor other than that on the District’s construction work as specifically described in Article II of this Agreement (hereinafter the “Project” or “Project Work”).

The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction.

**ARTICLE I**

**PURPOSE**

The Project is intended to increase the educational opportunities and raise student achievement through the improvement of academic learning and health and safety conditions on the campuses of the District by the development of campus facilities for students, faculty and staff, including but not limited to the construction, furnishing and equipping of classrooms, laboratories, libraries and related facilities, and the development of current or to be acquired real property to relieve overcrowding of the facilities on these campuses.

It is critical to the citizens of the District, the taxpayers, the administration, faculty and students of the District and the State of California that the Project be completed in as timely and economical a manner as possible; that the Project provide employment opportunities through outreach, education, and training for students and graduates of City College of San Francisco and outreach, education and training for students, graduates and residents of City of San Francisco; and increase business opportunities for all qualified small, local businesses within the District.

It is the purpose and intent of the parties to this Agreement to make every cooperative effort to achieve the timely, safe, and economical construction of the facilities designated as the Project, to provide the opportunities envisioned by the City College of San Francisco for the residents and businesses in the City to participate in the Project, and to enforce compliance with the established prevailing wages and benefits and working conditions of the craft workers employed on the Project. The parties recognize that the facilities are to be used for the education of the people of the City of San Francisco and that it is critical that such facilities be completed within schedule for the utilization by the faculty and students; and further recognize that a substantial part of the construction of the Project will be undertaken in or near sites and facilities being utilized by City College, and that therefore understandings and procedures must be established to minimize the interference with the ongoing implementation of the educational mission of the College and to minimize the disruption or interruption of the ongoing activities of the businesses and residents in the immediate area of the Project work site(s). The parties further recognize and agree that the Project must be undertaken in a spirit of labor harmony, peace and stability, with the utilization of skilled labor under fair and safe working conditions, without disruption or disputes.

In recognition of these special needs of the Project, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Project Labor Agreement, the
parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdowns or interruption or disruption of work and the District and the Contractors agree not to engage in any lockout; and, finally, the parties pledge that they will work together to develop, adopt, and implement processes and procedures which encourage the participation of the residents and businesses of the City on the Project.

ARTICLE II

SCOPE OF AGREEMENT

This Agreement shall apply and is limited to all construction as described in Section 1 of this Article performed by those Contractor(s) of whatever tier that have contracts awarded for such work on or after the effective date of this Agreement, with regard to the construction of the City College academic and administrative facilities, and any other construction-related activity necessary to the development of the facilities which, jointly, constitute the Project, and defined as those facilities designated by the District for construction work pursuant to the terms of the afore-referenced General Obligation Bond Proposition and listed on Attachment B, as generally described below.

Section 1.(a) The Project is generally described as and limited to:

(i) development of the new Mission and Chinatown/North Beach campuses;

(ii) seismic retrofitting and other improvements at the Evans Campus;

(iii) the necessary construction work for the completion of the computer network and related technology upgrades for the College;

(iv) construction of the Child Development Center and Student Health Services Center;

(v) construction of a community health and wellness center;

(vi) development of the Balboa Reservoir site and infrastructure on the site for future college expansion;

(vii) preparation of additional land adjacent to the Ocean Avenue Campus for future college expansion;

(viii) construction of a community performing, cultural and media art center;

including the prime contracts for such construction and all subcontracts flowing from these prime contracts, for the above work as described more specifically in parts I, II, III, V, VI, VII, VIII and X of the Summary of the Bond Proposition, dated June 6, 2001, and budgeted in excess of $250,000,000.00.
(b) It is understood by the parties that the District may at any time and at its sole discretion determine to build segments of the Project under this Agreement which are not currently proposed, or to modify or to not build any one or more of the particular segments proposed to be covered. Should a segment of the project listed on Attachment C be withdrawn, but subsequently reauthorized for construction, it shall be built pursuant to this Agreement with mutual consent as provided for in Section I of Article XIX.

Section 2. Items specifically excluded from the scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors above the level of general foreman; staff engineers; inspectors, quality control and quality assurance personnel (provided, however, that the employees of Contractors or Sub-contractors to the Contractors performing on-site testing and inspection or surveying in employment categories ordinarily represented by a signatory union, shall be covered); timekeepers; mail carriers; clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees. Superintendents and other non-covered employees on Project work may, at their option, and with the Agreement of the involved Jointly-Trusted Fund(s) contribute to and participate in such Fund(s).

(b) Equipment and machinery owned or controlled and operated by the District;

(c) All off-site manufacture and handling of materials, equipment or machinery not otherwise covered by Schedule A; provided, however, that lay-down or storage areas or equipment or material manufacturing (prefabrication) sites dedicated solely to the Project or Project work, and the movement of materials or goods between locations on the site, are within the scope of this Agreement;

(d) All employees of the District, District Representative, Construction Managers and Design Team (including, but not limited to, architects and engineers, or any other consultant for the District and their sub-consultants, and other employees of professional service organizations), not performing manual labor within the scope of this Agreement;

(e) Any work performed on or near or leading to or into the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors; and/or by the District or its contractors (for work which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer’s or vendor’s warranty or guarantee, provided, however, that covered employees who shall be used for such work are operating under the direction of a manufacturer’s representative and in conformity with manufacturer’s specifications.
(h) All work by employees of the District or its contractors involved in general maintenance, emergency repair, and/or cleaning work, except as specifically covered by this Agreement.

(i) Laboratory work for specialty testing or inspections not ordinarily performed on the Construction site by employees represented by the Signatory Unions,

Section 3. (a) The District and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or nonexistence of any agreements between such contractor and any union party, provided only that such contractor is willing, ready and able to execute and comply with this Project Labor Agreement, should such contractor be awarded work covered by this Agreement. In making such awards of work, the District and the Contractors recognize the District’s programs and goals to include small, local business enterprises as contractors or subcontractors on the Project and all parties to the Agreement should cooperate with the provisions of this Agreement and the efforts of the parties to provide such opportunities for such businesses.

(b) It is agreed that all contractors and subcontractors, of whatever tier, who have been awarded contracts for work covered by this Agreement shall be required to accept and to be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Agreement or of the Letter of Assent, prior to the commencement of work. A copy of the Agreement or Letter of Assent as executed by each Contractor and Subcontractor shall be provided to the Council prior to commencement of work by the Contractor or Subcontractor.

Section 4. (a) The provisions of this Agreement including the Schedule A’s, which are the local Collective Bargaining Agreements of the signatory unions having jurisdiction over the work on the Project (as such may be changed from time-to-time consistent with Article XIX, Section 3) and which are incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or National Agreement which may conflict with or differ from the terms of this Agreement; provided, however, that such does not apply to the NTL Articles of Agreement or to the Elevator Constructors (except, in the latter case, as provided in Attachment C). Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall apply. Where a subject is covered by the provisions of a Schedule A and not covered by this Agreement, the provisions of the Schedule A shall prevail.

(b) It is understood that this Agreement, together with the referenced Schedule A’s, constitute an integrated, self-contained, stand-alone agreement, and that by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement. In addition, it is understood and agreed that all grievances and disputes involving the interpretation or application of this Agreement, including the Schedule A’s, shall
be resolved according to procedures set forth in Article VII of this Agreement; provided, however, that should a dispute involve a single Schedule A and a contractor signatory thereto, and not involve interpretation or application of this Project Labor Agreement, such dispute shall be processed and resolved pursuant to the grievance provisions of that Schedule A. Should there be, however, a dispute in the first instance as to whether the provisions of Article VII of this Agreement or the grievance procedures of a Schedule A apply, the dispute shall be presented initially to an arbitrator selected under Article VII for resolution as to the applicable procedures. Such referral of the dispute as to the applicable procedures should be done by written submission or conference call among the parties and the arbitrator, and heard and decided in no longer than twenty (20) days of the designation of the arbitrator. Should the arbitrator hold that Article VII applies, the parties may, by mutual agreement, submit the substantive issue to the same arbitrator pursuant to the provisions of Article VII, or, absent mutual agreement, commence processing the dispute at step 1 of that Article.

Section 5. This Agreement shall only be binding on the signatory parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 6. This Agreement shall be limited to the construction work within the scope of this Agreement including, specifically, site preparation and related demolition work, and other new construction, renovation and repair work related to new or existing facilities as described in Section 1(a), above. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may be performed or contracted by the District for its own account on its property or in and around a Project construction site.

Section 7. It is understood that the liability of the Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or the District Representative and/or any Contractor.

Section 8. None of the provisions of this Agreement shall be construed to prohibit or restrict the District or its employees from performing work not covered by this Agreement on or around the construction site.

Section 9. It is understood that the District, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time. Further, the District may prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District’s educational facilities and/or to mitigate the effect of the ongoing Project work on the businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes that it may be deemed necessary, in its sole judgment, to effectively maintain its primary educational mission and to remain a good neighbor to the residents and businesses in the area of its campuses. Any operational or schedule changes shall be subject to the wage provisions in the
Schedule A’s. In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the District Representative, the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this Section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provisions of Article X, Section 8, and provided, further, that such changes shall not adversely affect the level of pay or premium payments to which the employees are otherwise entitled pursuant to other provisions of this Agreement.

**ARTICLE III**

**UNION RECOGNITION AND EMPLOYMENT**

**Section 1.** The Contractor recognizes the Union as the sole and exclusive bargaining representative of all employees working on the Project within the scope of this Agreement.

**Section 2.** The Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 8 and with Article IV, Section 3, below. The Contractor shall also have the right to reject any applicant referred by a local Union, subject to any reporting pay required by Article X, Section 8.

**Section 3.** (a) To the extent permitted by law, the following shall apply: for signatory unions now having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, together with the procedures set forth in (c) and (d) below, as appropriate. Such job referral system will be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the Contractors to meet any and all legally applicable equal employment opportunity/affirmative action obligations.

(b) The local Unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor.

(c)(i) In recognition of City College’s mission to serve the City of San Francisco and the City’s support for the District, the parties agree to encourage the training and employment of construction workers from among the residents of San Francisco. As part of this program, the contractors agree to request and the signatory unions agree to make a good faith effort to refer, on a priority basis, consistent with the non-discriminatory referral procedures of the hall, qualified and available residents of the City of San Francisco for work as journeymen, apprentices and/or trainees on this Project and/or into such apprenticeship and training programs as may be operated by or with the agreement of the Unions. This priority shall apply to all
requests for referrals from a hiring hall, except that, in the case of apprentice referrals, apprentices who are, or have been students of City College or successfully completed a City College sponsored construction training courses and programs, pre-apprenticeship and Joint apprenticeship programs, shall, consistent with and based on State Law and the Department of Apprenticeship Standards, and only for State approved programs, have preference before non-City College related apprentices who are residents of San Francisco.

(c)(ii) The parties agree that they will cooperate and participate in any special programs developed by or with the City College of San Francisco to assist its students and/or residents of the City with educational and training opportunities related to work being undertaken on the Project and, further, will participate in and make every good faith effort to ensure the success of employment and/or educational or training programs and of programs developed by or with the District for the utilization of small and local business enterprises located within the City.

(c)(iii) The District will monitor the efforts of the Contractors and signatory unions to meet the goals and purposes of (c)(1) and (ii) above, and through its District Representative shall maintain the necessary records with regard to referrals, employment and contracting policies with designated groups. The local union hiring halls and contractor personnel offices and contracting officials shall cooperate with this obligation.

(d) The parties also recognize and support City College’s commitment to provide opportunities for participation on the Project to local residents who are regular, experienced employees (core employees) of contractors and subcontractors awarded work on this Project and who do not traditionally work under a local collective bargaining agreement(s). In furtherance of this commitment, the parties agree that such contractors and subcontractors awarded work on the Project may employ their regular local experienced work force, pursuant to the procedures described below, where the employees so designated as a “regular, local experienced employee” meet the following qualifications:

(i) possesses any license required by state or federal law for the Project work to be performed; and

(ii) has been employed by the Contractor for at least 1000 paid work hours during the 12 months immediately preceding the Contractor’s start of Project work.

In reference to the Section D (i) and (ii) above and consistent with the intent of C (i) and (ii), all parties agree to make a good faith effort to refer on a priority basis, consistent with the non-discriminatory referral procedures of the hall, qualified and available, and bona-fide residents of the City and County of San Francisco for project work.

As his first employee for Project work, the contractor may directly employ one of his qualifying regular, local experienced employees. His second employee shall be referred pursuant to 3(a) above. This alternating procedure shall continue until the Contractor has a maximum of five (5) of his regular local, experienced employees engaged in Project work. All additional employees shall be requested and referred pursuant to 3(a) above. On lay-offs, the Contractor shall reverse the alternating process.
The Contractor shall notify the appropriate Union of the name and social security number of each direct hire and each direct hire shall register with the Union’s hiring hall before commencing Project work. If there is any question regarding an employee’s eligibility under this Subsection (d), the District Representative, at a Union’s request, shall obtain satisfactory proof of such from the Contractor.

Section 4. In the event that a Union is unable to fill any requisition for one or more employees within forty-eight (48) hours after such requisition is made by a Contractor, or within twenty-four (24) hours in the case of replacing an employee terminated under Section 2, above, or for cause, (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants meeting the qualifications sought from any other available source as per the Schedule A. Contractor shall promptly notify the Union of any applicants hired from other sources. This provision does NOT affect core employees.

Section 5. In the event that a signatory local union does not have a job referral system as set forth in Section 3(a) above, the Contractor shall give the union equal opportunity to refer applicants.

Section 6. The Union security provisions of the applicable Schedule A shall apply to each employee working within the jurisdiction of that craft under this Agreement; provided, however, that should such provision(s) require membership in the labor organization, such may be satisfied by the tendering of periodic dues and fees uniformly and non-discriminately required to the extent allowed by law.

Section 7. Except as provided in Article IV, Section 3, individual seniority should not be recognized or applied to employees working on the Project provided, however, that group and/or classification seniority in a Schedule A as of effective date of this Agreement shall be recognized for purposes of layoff.

Section 8. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractor unless pre-empted by the Schedule A.

ARTICLE IV

UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Union shall have access to the Project, provided that they do not interfere with the work of the employees and further provided that such representatives fully comply with posted visitor, security and safety rules. It is understood that because of the operational needs of the District, the limited space at certain Project sites, and issues related to health and safety of the public, the District may limit visitors to certain times or areas. Nevertheless, the District and the Contractors recognize the right of access set forth in this Section,
and such shall not be unreasonably withheld from an authorized representative of a Union.

**Section 2.** (a) Each signatory local union shall have the right to designate an experienced working journeyman as a steward for each shift, at each worksite location under the PLA and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person’s duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working steward. Stewards will receive the regular rate of their respective crafts. Stewards shall be given reasonable time to perform their duties.

(b) In addition to his/her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee’s appropriate supervisor. Each steward shall be concerned with the employees of the steward’s own Contractor and if applicable, subcontractors, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her union duties, including the ability to have a private conversation with the employee(s) he/she represents.

**Section 3.** The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward. If a steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause and prohibited from entering or being on the job site, the appropriate Union shall be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

**Section 4.** Personnel of the District will be working in close proximity to the construction activities. The union agrees that the union representatives, stewards and individual workers will not interfere with such personnel, or with personnel employed by any other employer not a party to this Agreement.

**ARTICLE V**

**MANAGEMENT’S RIGHTS**

**Section 1.** (a) The District, the District Representative, Construction Manager(s), and the Contractor(s) have the sole and exclusive right and authority to oversee and manage operations including construction on Project work without any limitation unless expressly so stated by a specific provision of this Agreement or unless specifically preempted by Schedule A. In addition, the Contractor retains the full and exclusive authority for the management of its operations, including in particular, construction of the Project. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the work force, including, but not limited to, the
hiring, promotion, transfer, layoff, corrective action or discharge for just cause of its employees; the determination of the number of employees needed for work on the Project, provided, however, that the number and classification(s) of the employee(s) assigned to a particular task shall be undertaken consistent with the assignments/manning provisions of the applicable Schedule A established for the safety of the individuals and the maintenance and protection of the equipment they utilize; the selection of foremen; the assignment and schedule of work; and the requirement of overtime work, the determination of when it will be worked, and the number of employees engaged in such work.

(b) In addition to the above enumerated rights of the Contractor and to the rights of the District as enumerated in this Agreement, the District expressly reserves its management rights and all rights conferred on it by law. The District’s rights include, but are not limited to:

(i) Inspect any construction site or facility to ensure that the Contractor(s) follow applicable safety and other work requirements;

(ii) Require the Contractor(s) to establish a different work week or shift schedule for particular employees as are reasonably required to meet the operational needs of the Project and particular locations in order to accommodate class schedule(s) where school may be in session during the periods of construction activity, or otherwise to mitigate adverse affects of the construction activity on the Community; provided, however, that such changes shall not adversely affect the wages or premium payments otherwise due the employee(s) pursuant to other provisions of this Agreement; and subject to Schedule A. All parties agree to work cooperatively in scheduling work for Mission Campus. Finally, sufficient time must be given to contractors to prepare for the aforementioned in this paragraph.

There shall be no limitation or restriction by a signatory Union upon a Contractor’s choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools, or other labor saving devices, consistent with Attachments D-1 through D-4. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as provided for in Schedule A, provided, however, it is recognized that installation of specialty items may be performed by employees employed under this Agreement with the participation of other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), may be performed by employees of the vendor or other companies, per understanding in previous Article II, Section 2 (g).

Section 1. The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed
as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

ARTICLE VI

WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including but not limited to disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for the Schedule As, economic strikes, unfair labor practices strikes, safety strikes, sympathy strikes, and jurisdictional strikes) by the Union or employees working under this Agreement against any Contractor covered under this Agreement or the Project, and there shall be no lockout by the Contractor. Failure of any Union or employee employed under this Agreement to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or by any other organization or individual, where such picket line is directed at the Project or a Contractor or employer working on the Project, resulting in the failure of one or more employees employed under this Agreement to engage in Project work as directed by his Contractor or other disruption of Project Work, is a violation of this Article. The District Representative and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

Section 2 All rehabilitation as well as other work not performed under this agreement as per bond Measure shall not be subject to Section 1 above.

Section 3 (a) If a Contractor contends that any Union has violated this Article, Section 3 of Article VIII, or the provisions of Article XIX, Section 4, it will notify in writing the Secretary-Treasurer of the Council, the Senior Executive of the involved Union(s), and the District Representative. The Secretary-Treasurer and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of this Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the District Representative setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 4. The District Representative shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 4 Any party, including the District, which the parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the District Representative, may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 1, above, or Section 3 of Article VIII, or Section 4 of Article XIX is alleged:
(a) The party invoking this procedure shall notify [IMPARTIAL ARBITRATOR], selected by the negotiating parties, whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, he/she shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party(ies) alleged to be in violation and to the Council if it is a union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 3(a), above.

(c) The arbitrator shall notify the parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator’s discretion, shall not exceed 24 hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, of Section 3 of Article VIII, or Section 4 of Article XIX, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (except as set forth in Section 6, below), which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator’s award as issued under Section 4(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party’s right to participate in a hearing for a final order of enforcement. The court’s order or orders enforcing the arbitrator’s award shall be served on all parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a contractor) and to the representing Union (for an employee), by certified mail by the party(ies) first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.
(g) The fees and expenses of the arbitrator shall be equally divided between the party or parties initiating this procedure and the respondent party or parties.

Section 5. The District Representative is a party in interest in all proceedings arising under this Article and Articles VII and VIII and shall be sent contemporaneous copies of all notifications required by these Articles, and, at its option, may participate as a full party in any proceeding initiated under these articles.

Section 6. If the arbitrator determines in accordance with Section 4(d) above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the Project to immediately return to work. If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator’s award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages to the District, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work. Similarly, if the arbitrator determines in accordance with Section 4(d) above that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all of the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the Arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed. The Arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than one thousand dollars ($1,000.00) nor more than fifteen thousand dollars ($15,000), for each shift.

ARTICLE VII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. This Project Labor Agreement is intended to provide close cooperation between management and labor. The District Representative and the San Francisco Building and Construction Trades Council, AFL-CIO, shall each assign a representative to this Project for the purpose of assisting the local Unions, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays and work stoppages.
Section 2a. All disputes involving discipline and/or discharge of employees working on the project shall be resolved through the grievance and arbitration provision contained in the Master Collective Bargaining Agreement for the craft of the affected employee. No employee working on the Projects shall be disciplined or dismissed without just cause.

Section 2b. Employees may be disciplined or discharged only for just cause. Grievances involving discharge or discipline of employees may be resolved through the grievance and arbitration procedures of the applicable Schedule A if the collective bargaining parties agree to use that procedure in lieu of the grievance procedure contained in this Agreement.

Section 3a. All project labor disputes solely involving the application or interpretation of a master collective bargaining agreement (“Schedule A”) to which a signatory Contractor\Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the master collective bargaining agreement. All disputes relating to the interpretation or application of this Project Labor Agreement shall be subject to resolution through the grievance and arbitration procedure set forth herein.

Section 3b. The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Project Labor Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 3 may be extended by mutual agreement (oral or written) of the parties.

Section 4. Grievances arising out of Section 3a and 3b above shall be settled
according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved contractor/employer shall confer and attempt to resolve the grievance. In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may refer the dispute to Step 2.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Committee (which would be composed of 3 representatives from the SFBCTC; 2 representatives from the College District; and one representative of the Contractor), which shall meet within five (5) business days after each referral (or such longer time as is mutually agreed upon by all representatives on the Joint Administrative Committee), to confer in an attempt to resolve the grievance. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 2, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. The arbitrator shall be selected by the alternate striking method from a list of seven (7)
Northern California labor arbitrators obtained from the American Arbitration Association.

The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 4 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Step 1 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE VIII

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

Section 2. All jurisdictional disputes between or among Building and Construction Trades Unions, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the
Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions, parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. As provided in Article XVI, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work at all tiers, at which conference all jurisdictional assignments will be announced. The Council and the District Representative shall be advised in advance of all such conferences and may participate if they wish.

ARTICLE IX

WAGES AND BENEFITS

Section 1. (a) All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications pursuant to the applicable Schedule A.

(b) Should there be an issue or dispute as to whether the provisions of the Prevailing Wage Law and/or regulations applicable to this Project are being followed by a Contractor, the District, through a Certified Labor Compliance Program, shall promptly have such matter investigated and resolved pursuant to the provisions of the Program and the prevailing wage laws and regulations.

Section 2. (a) Contractor shall pay contributions to the established employee benefits funds in the amounts designated in the appropriate Schedule A on behalf of all covered employees and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on this Project. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XIX, Section 3 of this Agreement. This provision, however, does not prohibit contractors signatory to the local collective bargaining agreements of the signatory unions from making contributions to other funds as set forth in those local agreements.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds for his employees. The
Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

(c) At all times while working under this Agreement, the Contractor is obligated to make compensation and benefit payments to or on behalf of the employee in a total amount no less than required by the applicable prevailing wage.

(d) Each Contractor and subcontractor shall be required to certify in writing that it has paid all wage and benefit contributions due and owing prior to receipt of its final payment and/or retention. Further, upon timely notification by a Union to the District Representative, the District Representative shall work with the prime Contractor or subcontractor who is delinquent in payments of benefit contributions or wages to assure that proper wage and benefit payments are made, to the extent of withholding otherwise due payments owed such Contractor or Sub-Contractor until such payments have been made or otherwise guaranteed.

Section 3. All employees covered by this Agreement shall be paid no later than the end of their work shift each Friday, and shall be paid by check. No more than three (3) days’ wages may be withheld in any pay period. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

Section 4. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skill shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination and/or pre-empted by Schedule A.

ARTICLE X

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY

Except for areas where Schedule A addresses the following subjects, the following provisions shall apply:

Section 1. Work Day and Work Week. Eight (8) hours per day between the hours of 6:00 A.M. and 6:00 P.M., plus one-half (1/2) hour unpaid lunch, approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week’s work. The normal work week will start on Monday and conclude on Friday; with the pay week starting on Monday and concluding on Sunday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday work schedule.

Section 2. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor)
performing their assigned functions until quitting time as per the existing practices of
individual crafts. Sufficient time shall be allowed for clean-up pursuant to the
applicable Schedule A or craft practice. The parties reaffirm their policy of a fair
day’s work for a fair day’s wage. There shall be no pay for time not worked unless
the employee is otherwise engaged at the direction of the Contractor.

Section 3. Overtime. Overtime shall be paid in accordance with the requirements of
the applicable Prevailing Wage Determination and/or the applicable Schedule A
Agreements. There will be no restriction on the Contractor’s scheduling of overtime
or the non-discriminatory designation of employees who will work. There shall be
no pyramiding of overtime pay (payment of more than one form of overtime
compensation for the same hour) under any circumstances.

Section 4. (a) Shifts. Shift work may be performed at the option of the
Contractor(s) in a manner consistent with the Schedule A(s).

(b) Because of operational necessities, the second and/or third shifts may, at the
District’s direction, be scheduled without the preceding shift(s) having been worked, provided,
however, that such changes shall not adversely affect the wages or premium payments otherwise
due the employees pursuant to other provisions of this Agreement. It is recognized that the
District’s operations and/or mitigation obligations may require restructuring of normal work
schedules. Except in an emergency or as specified in the District’s bid specifications, Contractor
shall give the affected union(s) at least three (3) days notice of schedule changes.

Section 5. Holidays. Holidays for such craft shall be those recognized in the
applicable Schedule A.

Section 6. (a) Reporting Pay. Reporting pay for each craft shall be that contained
in the applicable Schedule A. Whenever reporting pay is provided for employees,
they will be required to remain at the Project site available for work for such time as
they receive pay, unless released earlier by the principal supervisor of the
Contractor(s) or his designated representative. Each employee shall furnish his/her
Contractor with his/her current address and telephone number, and shall promptly
report any changes in each to the Contractor.

(b) When an employee leaves the job or work location of his own volition or is
discharged for cause or is not working as a result of the Contractor’s invocation of Article XII,
Section 3, the employee shall be paid only for the actual time worked.

Section 7. Call Out Pay. When an employee has completed his scheduled shift and
is “called out” to perform special work of a casual, incidental or irregular nature, he
shall receive pay at the appropriate overtime rate for actual hours worked with a
minimum guarantee of the wage equivalent of four (4) hours’ pay at the employee’s
straight time rate. This does not apply to time worked as an extension (before or
after) of the employee’s normal shift.
(b) Rest Period. The Contractors shall allow the employees to take appropriate rest periods at their work location in a manner consistent with any applicable law and/or regulation.

ARTICLE XI

APPRENTICES

Section 1. (a) The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the obligation to capitalize on the availability of the local workforce within the community served by the City College of San Francisco and to recruit and encourage the participation of City College students and graduates and residents of the City of San Francisco in the construction industry. To these ends, the parties will support the construction training courses, programs, pre-apprenticeship and joint apprenticeship programs in which they participate and which are certified by the State of California, and will facilitate and encourage CCSF students and graduates and residents of the City of San Francisco to commence and progress in such apprenticeship programs.

(b) Each contractor or subcontractor performing work covered by this Agreement shall employ on its regular workforce at least one (1) employee or eligible CCSF Trainee who is enrolled and participating in an approved construction training course, program, pre-apprenticeship and/or Joint Apprenticeship Program serving the local residence area as soon as such contractor or subcontractor has the minimum number of employees as is established by the Department of Apprenticeship standard regulations for the participation of apprentices. Such Apprenticeships Program must have been approved by the State of California, Division of Apprenticeships Standards and shall have graduated ten (10) apprentices annually for at least the past five (5) years. This requirement applies to any craft for which the state of California, Division of Apprenticeship Standards, has approved an Apprenticeship Program. A properly indentured apprentice must be employed under the regulations of the craft or trade at which the work he or she is indentured and shall be employed only for work of the craft or trade in which he or she is registered. The referenced graduation requirement is applicable to any craft or trade not recognized by the State of California, Division of Apprenticeships Standards, as an apprenticeable occupation for more than nine (9) years prior to the effective date of this Agreement. If an apprentice is not available for referral to a Contractor when such Contractor’s required to employ an apprentice pursuant to this subsection, the Contractor shall maintain an open request for such referral as long as its obligations to employ the apprentice exists. The requirement of this subsection does not relieve the Contractor and signatory Unions of the obligations contained in the remainder of this article.

Section 2. The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage permitted by the Schedule A or applicable joint apprenticeship committee. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provision(s) of the Labor Code relating to utilization of apprentices. To encourage the training and utilization of apprentices, the District shall encourage all contractors to employ apprentices when work is available for which they are qualified.
Section 3. In recognition of City College’s desire to have District-trained students employed on its Project, a subcommittee of the Labor Management Committee established pursuant to Article XVII shall be established, jointly chaired by a designee of the District Representative and a designee of the Council, to work with representatives of each signatory craft’s apprenticeship committee and of City College to establish appropriate criteria and procedures for recognition by the joint apprenticeship committees of the educational and work experience possessed by students and/or graduates of City College towards qualifying for advanced levels in the apprenticeship programs under the direction of such joint apprenticeship committees. Further, the sub-committee shall work to expand construction training courses, programs, pre-apprenticeship, and Joint Apprenticeship programs for CCSF-related individuals and for residents of San Francisco, and to develop procedures providing preference for graduates of such programs into the Joint Apprenticeship programs of the signatory Unions.

The signatory unions recognize the importance to the District of providing City College students and graduates for the opportunity to participate both in the Signatory Unions’ Apprenticeship Programs and work on the Project under this Agreement, and will cooperate fully and encouraging the establishment of such recognition by the Joint Apprenticeship Committees in which they participate. The subcommittee shall meet as necessary, at the call the joint chairs, to expeditiously facilitate the goals detailed above as soon as this Agreement becomes effective.

Section 4. The District Representative shall prepare quarterly reports on apprentice utilization and the training and employment of City College’s students and graduates, and local residents for the District. The sub-committee may review such reports and make any recommendation for improvement, if necessary, including increasing the availability of skilled Trades, and the employment of local residents, at-risk or disadvantaged individuals or other individuals who should be assisted with appropriate training for qualification for apprenticeship programs.

ARTICLE XII

SECURITY, SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1. (a) In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the District, its representatives, and/or the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the reasonable safety, security and visitor rules established by the Contractor, the District, and/or its representatives. These rules will be published and posted in conspicuous places throughout the work site. An employee’s failure to satisfy his obligations under this Section will subject him to corrective action.
(c) The parties to this Agreement shall, through the Committee(s) establish to pursuant Article XVII, review, suggest and advise with regard to the Safety and Health programs implemented on this project.

(d) Substance abuse testing procedures contained in the Schedule A’s shall be applicable to work on the Project, pursuant to their terms.

Section 2. The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed by an appropriate Inspector of Record, if required pursuant to California law, or otherwise at the discretion of the Contractor by individuals of its choice.

Section 3. A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their basic hourly rate of pay.

Section 4. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

Section 5. Should the District institute an Owner Controlled Insurance Program (OCIP), and further, as part of that Program, request that medical care delivery and/or ADR programs be instituted under this Agreement pursuant to Section 3201.5 of the Labor Code, the representatives of the Council will meet with the District Representative and negotiate in good faith the appropriate concepts for such provisions and develop for approval by all parties the details of such program for implementation on the project.

ARTICLE XIII

NON-DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, color, ethnic group identification, national origin, ancestry, religion, gender, age, marital status, disability or AIDS/HIV status, medical conditions, sexual orientation, gender identity, domestic partner status or status as a Vietnam-era veteran, and shall provide equal employment opportunity for all persons in all job categories of employment based only upon job-related bona fide occupational qualifications. The Unions shall cooperate with the Contractors’ obligations to insure that applicants are employed, and that employees are treated during employment, without regard to such status. Relevant employment actions shall include, but not be limited to the following: 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. Any complaints
regarding the application of this provision shall be brought to the immediate 
attention of the involved Contractor for consideration and resolution.

Section 2. It is recognized that Federal, state or city governments or the District may 
have certain policies and commitments for the utilization of small, local business 
enterprises. Further, it is recognized that the District is reviewing and revising its 
established SLBE program to encourage participation in Project Work by those 
organizations in the Program, and that new commitments, not inconsistent with this 
Agreement, may be formulated and implemented by the District in its SLBE 
Program and/or as part of its implementation of AB1084. The parties shall jointly 
endeavor to ensure that these commitments are fully met and that any provisions of 
this Agreement which may appear to interfere with the utilization of such business 
enterprises which are qualified for work on the Project shall be carefully reviewed 
and adjustments made as may be appropriate and agreed upon among the parties to 
ensure full compliance with the spirit and the letter of the governments’ or the 
District’s policies and commitments.

ARTICLE XIV

TRAVEL AND SUBSISTENCE

Section 1. Travel expenses, travel time, subsistence allowance and/or zone rates shall be 
applicable to work under this Agreement as per Schedule A.

Section 2. Because there may be limited available parking space within the immediate 
vicinity of Project work sites, the District may require, through its representatives, that 
parking be restricted to (or prohibited in) certain designated areas during some or all of a 
work day. Parking reimbursement procedures established under applicable Schedule 
A’s shall apply to this Project. The availability of parking will be discussed by the 
District Representative at both the pre-bid and pre-job conferences.

ARTICLE XV

WORKING CONDITIONS

Section 1. The District and/or its representatives shall establish such reasonable 
Project rules as are deemed appropriate and not inconsistent with this Agreement. 
These rules will be explained at the pre-job conference and posted at Project sites 
by the Contractor and may be amended thereafter as necessary. Failure to observe 
these rules and regulations by any employee may be grounds for corrective action, 
including discharge.

Section 2. Unless expressly permitted otherwise by the District or its representative, 
all employees working for Contractors signatory to this Agreement are prohibited 
from utilization of the public areas of District facilities, including without 
limitation, sanitary facilities, eating facilities and non-public parking areas.
ARTICLE XVI

PRE-JOB CONFERENCES

Consistent with Article VIII, Section 4, all work assignments shall be disclosed by the General Contractor and Sub-Contractors at a pre-job conference prior to signing of contract. The Contractor shall notify the District Representative at least two weeks before starting work under this Agreement, and the District Representative shall coordinate the scheduling of the pre-job conference with the Council, the Contractor(s) and the affected Union(s). Prime contractors are responsible either to provide the appropriate information to the affected Union(s) with regard to the assignments of work to be made by their subcontractors, and that such subcontractors directly provide such information within 48 hours or two working days, whichever comes first. The employing contractor (or subcontractor), however, will remain responsible for making the appropriate assignment(s) as required by this Agreement. Should there be any formal jurisdictional dispute raised under Article VIII, the District Representative shall be notified promptly. At the pre-job, the District Representative will review the District’s employment and contracting programs and goals with the participants. Parking availability will also be reviewed with the Contractor and Unions at the pre-job conference.

ARTICLE XVII

LABOR/MANAGEMENT COOPERATION

Section 1. The parties to this Agreement will form a joint committee consisting of representatives selected by the Council and the District Representative, to be chaired jointly by a representative of each. The purpose of the Committee shall be to promote harmonious and stable labor-management relations on this Project, to insure effective and constructive communication between labor and management parties and to advance the proficiency of individuals working in the industry.

Section 2. The Committee shall meet on a schedule determined by the Committee or at the call of the joint chairs to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles VI, VII and/or VIII, or the Schedule A(s) shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The District Representative shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings with input from the Unions, the Contractors and the District. Notice of the date, time and place of the meeting shall be given to the Committee members at least three (3) days prior to the meeting. The District shall be notified of the meetings and invited to send a representative(s) to participate.

Section 3. The Committee may form sub-committees to consider and advise the full Committee with regard to safety and health issues affecting the Project, and similar
issues affecting the overall Project, including any workers compensation program initiated under this Agreement.

**ARTICLE XVIII**

**SAVINGS AND SEPARABILITY**

*Section 1.* All parties recognize that this Agreement and all employment pursuant to it is subject to all applicable federal and state laws and regulations, and nothing herein is intended to relieve any party or individual of their obligations under such laws and regulations. Further, it is not the intention of either the Contractor or Union parties to violate any laws governing the subject matter of this Agreement.

*Section 2.* The parties hereto agree that in the event any provisions of the Agreements are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by the court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements or any applicable law and the intent of the parties hereto.

*Section 3.* The parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute be invoked which contains any self-applying provision, either of which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

*Section 4.* The occurrence of events covered by Section 1 and/or Section 2 above shall not be construed to waive the prohibitions of Article VI as they apply to ongoing Project work covered by this Agreement, unless such occurrence nullifies the intent of the parties in entering into this Agreement. Any dispute regarding the application of this Section shall be resolved pursuant to the provisions of Article VII, prior to any work disruption.

**ARTICLE XIX**

**DURATION OF THE AGREEMENT**

*Section 1.* Duration. This Project Labor Agreement shall be effective on __________________, and shall continue in full force and effect until all work under Article II of the Agreement has been completed. This Agreement may be
extended by mutual consent of the District and the Unions for any further construction program initiated pursuant to the receipt of revenues under Proposition A as well as all future Local Bond Measures passed for the purposes of performing construction relevant to the types of craftwork performed by the affiliates of the San Francisco Building and Construction Trades Council.

Section 2. (a) Turnover. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments has been turned over to the District by the Contractor and the District has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved by the District’s representatives and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District or its representatives to engage in repairs or modifications required by its contract(s) with the District or the District Representative.

(b) Notice. Notice of each final acceptance received by the Contractor will be provided to the San Francisco Building Trades Council with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the District pursuant to Section 2(a) above, involving otherwise turned-over or completed facilities which have been accepted by the District, will be available from the District Representative.

(c) Termination. Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a notice from the District Representative or District saying that no work remains within the scope of this Agreement.

Section 3. Schedule A’s incorporated as part of this Project Agreement shall continue in full force and effect until the contractor and/or union parties to the Collective Bargaining Agreement which are the basis for such Schedule A’s notify the District Representative of mutually agreed upon changes in such Agreements and their effective date(s).

The parties agree to recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the contractor under the Agreement than those uniformly required of contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the parties over the incorporation into a Schedule A of any such provision agreed upon in the negotiation of the local collective bargaining agreement which serves as the basis for the Schedule A shall be resolved under the procedures established in Article VII.
**Section 4.** The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns, or any other disruptive activity affecting the Project by any union involved in the negotiation of such local collective bargaining agreements and the resulting Schedule As, nor shall there be any lock-out on this Project affecting the Union during the course of such negotiations.

In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

For the San Francisco Community College District:

______________________________

Title:

______________________________

For the Unions:

San Francisco Building and Construction Trades Council

By: __________________________

For the Affiliated District Councils and/or Locals:

By: __________________________

By: __________________________

By: __________________________

By: __________________________

By: __________________________

By: __________________________

By: __________________________

By: __________________________

By: __________________________

By: __________________________

By: __________________________

By: __________________________
Attachment A

Letter of Assent

To be signed by all Contractors awarded work covered by the Project Labor Agreement prior to commencement of work.

[Contractor Letterhead]

City College of San Francisco

_______________________
San Francisco, CA

Attn:

Re: San Francisco Community College District/City College of San Francisco Construction Project Labor Agreement-Letter of Assent

Dear Sir:

This is to confirm that [Name of Company] agrees to be party to and bound by The City College of San Francisco Project Labor Agreement effective [     ], 2004, as such Agreement may from time-to-time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by the Company on the Project pursuant to [Contract No. or identifying description], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing an identical Letter of Assent.

The Contractor specifically agrees and understands its obligation to pay no less than the prevailing wage required by California law and to meet its benefit obligations in a manner consistent with Article XI, Section 2. Specifically, by executing this Letter of Assent, the undersigned parties subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detail 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.

Sincerely,

[Name of Construction Company]
California State License No.:  ____________________________
By: [ ]
Name and Title of Authorized Executive
cc: City College of San Francisco

[Copies of this Letter will be available for inspection or copying on request of the Union].
Attachment B

Elevators Constructors Letter
Attachment C

List of Project Work
Attachments D-1 through D-4

Letters to IBEW, SMW, UA, BAC and Carpenters re Pre-Fabrication
Exhibit “P” – Prevailing Wage

City College of San Francisco, Chinatown / North Beach Campus – Main Building and Annex
Project # 62940300

EXHIBIT P
Prevailing Wage
EXHIBIT P
PREVAILING WAGE REQUIREMENTS

A. Overview

Subcontractor understands that all work performed under contract either directly or indirectly with City College of San Francisco is subject to prevailing wage laws. Subcontractor understands all requirements of the California Labor code and agrees to abide by the terms and conditions identified in the Code. The following are excerpts from the Code and do not represent a complete listing or limited responsibility:

1771. Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1775. (a) (1) The contractor and any subcontractor under the contract shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than ten dollars ($10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than twenty dollars ($20) for each calendar day, or portion thereof, for each worker paid less than
the prevailing wage rate, if the contractor or subcontractor has
been assessed penalties within the previous three years for failing
to meet its prevailing wage obligations on a separate contract,
unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than thirty dollars ($30) for
each calendar day, or portion thereof, for each worker paid less than
the prevailing wage rate, if the Labor Commissioner determines that
the violation was willful, as defined in subdivision (c) of Section
1777.1.

(C) When the amount due under this section is collected from the
contractor or subcontractor, any outstanding wage claim under Chapter
1 (commencing with Section 1720) of Part 7 of Division 2 against
that contractor or subcontractor shall be satisfied before applying
that amount to the penalty imposed on that contractor or
subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount
of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the
amount paid to each worker for each calendar day or portion thereof
for which each worker was paid less than the prevailing wage rate
shall be paid to each worker by the contractor or subcontractor, and
the body awarding the contract shall cause to be inserted in the
contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works
project is not paid the general prevailing rate of per diem wages by
the subcontractor, the prime contractor of the project is not liable
for any penalties under subdivision (a) unless the prime contractor
had knowledge of that failure of the subcontractor to pay the
specified prevailing rate of wages to those workers or unless the
prime contractor fails to comply with all of the following
requirements:

(1) The contract executed between the contractor and the
subcontractor for the performance of work on the public works project
shall include a copy of the provisions of Sections 1771, 1775, 1776,
1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified
general prevailing rate of per diem wages by the subcontractor to the
employees, by periodic review of the certified payroll records of
the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay
his or her workers the specified prevailing rate of wages, the
contractor shall diligently take corrective action to halt or rectify
the failure, including, but not limited to, retaining sufficient
funds due the subcontractor for work performed on the public works
project.

(4) Prior to making final payment to the subcontractor for work
performed on the public works project, the contractor shall obtain an
affidavit signed under penalty of perjury from the subcontractor
that the subcontractor has paid the specified general prevailing rate
of per diem wages to his or her employees on the public works
project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the
contractor on a public works project within 15 days of the receipt by
the Division of Labor Standards Enforcement of a complaint of the
failure of a subcontractor on that public works project to pay
workers the general prevailing rate of per diem wages.
1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor
Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship
(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the
greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

1. Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
2. The number of apprentices in training in the area exceeds a ratio of 1 to 5.
3. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
4. Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing
his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work
performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

B. Specific Scope of Work

1. Subcontractor understands the requirements of the California Labor Code, and agrees to pay all back wages, wage adjustments, fringe benefits, and penalties that may become due or assessed by the State, State Agency, or duly appointed labor compliance agency generated from subcontractor’s non-compliance with prevailing wage requirements.

2. Subcontractor agrees to reimburse Bovis the cost of all penalties assessed by the State, State Agency, or duly appointed labor compliance agency in conjunction with Subcontractor’s failure to comply with prevailing wage requirements.

3. As a condition of progress payment, Subcontractor agrees to submit certified payroll records for the labor that incorporates that specific payment. Subcontractor also agrees to identify the individual having the legal capacity to represent the Subcontractor for issues pertaining to certifying the accuracy of payroll records.

4. If subcontractor is discovered to have violated prevailing wage requirements, Contractor reserves the right to withhold adequate funds to cover potential employee reimbursements and penalties until settled directly by the subcontractor, or by Contractor on subcontractor’s behalf.

5. Subcontractor agrees to vigorously pursue resolution of all wage disputes in a timely manner that avoids additional penalties.

6. Upon completion of your work, Subcontractor agrees to execute an Affidavit of Compliance with California Prevailing Wage Law, California Labor Code Sections 1720-1815, attached with this Exhibit.
Affidavit of Compliance with
California Prevailing Wage Law,
California Labor Code Sections 1720-1815
AFFIDAVIT OF COMPLIANCE WITH CALIFORNIA PREVAILING WAGE LAW, CALIFORNIA LABOR CODE SECTIONS 1720-1815

The undersigned, being duly sworn, states as follows:

1. I am _______________________________ [print name], the _______________________________ [print position held] of _______________________________ (“Subcontractor”), a subcontractor to _______________________________ (“Contractor”) on the job of the _______________________________ [project name and address] (“Project”). I am familiar with the payroll practices of Subcontractor on the Project. One of my duties and responsibilities is to ensure that Subcontractor complies with the California Prevailing Wage Law, California Labor Code sections 1720 through 1815 on the Project. I make this sworn statement pursuant to California Labor Code sections 1775, subdivision (b)(4), and 1777.7, subdivision (d)(4).

2. I have reviewed the payroll practices and the payroll records for Subcontractor on the Project. Subcontractor has paid the specified prevailing rate of wages to each of its employees on the Project as required by the Prevailing Wage Law, and has paid any amounts due such employees under California Labor Code section 1813. Subcontractor has employed the required number of apprentices on the Project.

3. I have also reviewed the payroll practices of each of Subcontractor’s lower-tier subcontractors on the Project. Each of Subcontractor’s lower-tiered subcontractors has paid the specified prevailing rate of wages to its employees, has paid any amount due such employees under California Labor Code section 1813, has employed the required number of apprentices on the Project,
and has provided Subcontractor with an affidavit that complies with California Labor Code sections 1775, subdivision (b)(4), and 1777.7, subdivision (d)(4).

4. I understand that Contractor is relying upon the truth of the contents of this sworn statement in making final payment to Subcontractor for work performed on the Project, and may suffer damages if my sworn representations were not true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this affidavit was executed on [date] in [location], California.


[Name]

State of (__________________________________________)
County of (__________________________________________)

Subscribed and sworn to before me this _____ day of _________ , 20__.

[NOTARY SEAL]
Bidders/Subcontractors note that the document for this Exhibit is included in the bid package as document 01375 SBE Rules and Regulations. This same document will be included as Exhibit S to the Bovis Lend Lease Agreement upon issuance of the Agreement to the successful bidder.
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 Community College District
Location of Building/Project: Chinatown North Beach Campus
Street: 628 Washington Street & 808 Kearny Street
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 Chinatown North Beach Campus 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