Submitted To:
Bidders of the Following Project:

DSA Application # 01-109318
DSA File # 38-C1
ADDENDA NO. 001
07/02/12

Project:
City College of San Francisco
Performing Arts Center
50 Phelan Ave, B606
San Francisco, CA 94112

Submitted By:
Tom Eliot Fisch
201 Post St 7th Fl.
San Francisco, CA 94108

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

ACTION TO BE TAKEN:

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

PROJECT MANUAL

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End of ADDENDA NO. 001
NOTICE INVITING BIDS
(CM/GC)

ARTICLE 1 – INVITATION TO BID

1.01 Notice Inviting Bids: Owner will receive sealed Bids from previously pre-qualified Bidders only at Board Room – District Offices, 33 Gough Street, San Francisco, CA 94103 until 2 p.m. on Wednesday, August 15, 2012 for the following public work:

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

1.02 Project Description: The Project comprises construction of a new, two-story, Performing Arts Center building with classrooms and performing arts facility for the Departments of Music and Theatre Arts. The programmed design includes space for 650-seat Proscenium Theatre-Auditorium, 150-seat Studio Theatre, 150-seat Recital Hall, Production Support, Faculty Offices, Classrooms and building support areas. Project site is located at the City College of San Francisco Campus, San Francisco, California, on west side of Phelan Avenue at the site of the Balboa Reservoir. The pre-bidding and pre-construction phase portion of the Work (Phase I) shall be completed within 60 calendar Days from the date when pre-bidding and pre-construction phase Contract Time commences to run, and the bidding and construction phase portion of the Work (Phase II) shall be completed within 730 calendar Days from the date when bidding and construction phase Contract Time commences to run, all as provided in Contract Documents.

1.03 Procurement of Bidding Documents: Bidding Documents contain the full description of the Work. Bidders may obtain Bidding Documents from Facilities Planning & Construction, City College of San Francisco, 50 Phelan Avenue, B-606, San Francisco, CA 94112 and at www.planwell.com. For information pertaining to the Bidding Documents, please contact David Liggett at (415) 239-3047.

1.04 Instructions: Bidders shall refer to Document 00 2001 (Instructions to Bidders) for required documents and items to be submitted in a sealed envelope for deposit into the Bid Box, located at Facilities Planning & Construction, City College of San Francisco, 50 Phelan Avenue, B-606, San Francisco, CA 94112 no later than the time and date set forth in Paragraph 1.01 above.

1.05 Mandatory Pre-Bid Site Visit: Owner will conduct a Mandatory Pre-Bid Conference and Site Visit at 1:00 pm on Wednesday, July 25, 2012 at Facilities Planning & Construction, City College of San Francisco, 50 Phelan Avenue, B-606, San Francisco, CA 94112. The Pre-Bid Conference and Site Visit will last approximately two hours.

1.06 Bid Preparation Cost: Bidders are solely responsible for the cost of preparing their Bids.

1.07 Reservation of Rights: Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 – LEGAL REQUIREMENTS

2.01 Required Contractor’s License(s): A California “B” contractor’s license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract.
2.02 **Substitution of Securities:** Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6801 Escrow Agreement For Security Deposits In Lieu Of Retention and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.

2.03 **Restrictions on “Or-Equal” Substitutions:** As a limitation on Bidder’s privilege to substitute “or equal” items, Owner has found that certain items are designated as Owner standards or designated to match existing items in use on a particular public improvement either completed or in the course of completion, or are available from one source. As to such items, Owner will not permit substitution. Such items are:

(a) Smoke Containment Barriers for Elevator Doors (SmokeGuard) (Section 083490)

(b) Acoustical Wall and Ceiling Treatment (AWP-DF) or Diffractal difussers by RPF Diffuser Systems (Section 098430)

(c) Solid Cladding Panels (Trespa) (Section 074233)

(d) Fiber Cement Panels (Fibre-C) (Section 074143)

(e) Aluminum Entrance Doors by Special-Lite (Section 084113)

(f) FRP Doors/Aluminum Frames by Special-Lite (Section 081743)

(g) List of Hardware Manufacturers, as noted (Section 087000)

(h) Toilet Accessories by Bobrick and Hand Dryer by Dyson (Section 102800)

(i) Lockers/Music Storage: Accessible locking devices by Digilock (Sections 105113/123400)

(j) Hydration stations by Elkay (Plumbing Equipment)

(k) LED lighting in auditorium/exterior scrim (Traxon)

2.04 **Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. 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 Facilities Planning & Construction, City College of San Francisco, 50 Phelan Avenue, B-606, San Francisco, CA 94112 and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.

2.05 **SBE and Local Hire Requirements:** The successful Bidder must comply with all Owner SBE and local hire requirements contained in Contract Documents, including without limitation Document 00 7310 Supplementary Conditions – Owner Specified Items.

END OF DOCUMENT
INSTRUCTIONS TO BIDDERS
(CM/GC)

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

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Required Pre-Bid Conference and Site Visit

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

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

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

1.02 Required Pre-Bid Investigations

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

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

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

1.03 Bidder Questions and Answers

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

B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements. Owner reserves the right not to respond to questions submitted after August 6, 2012.

1.04 Addenda

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

2.01 Date and Time

A. Sealed Bids from previously prequalified Bidders only will be received by Owner until date and time indicated in Document 00 1001 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 2001.

B. Total Bid Amount shall have the same meaning as CM/GC Initial GMP as determined in Document 00 4001 (Bid Form).

2.02 Two Envelope Bid Submission

A. Owner will receive Bids in opaque sealed 10 inch x 13 inch envelopes, containing the required items described herein.

B. Bidders must submit Bids in two envelopes: “Envelope A – Bid Submittals” and “Envelope B – Update to Qualifications.”

C. Bidders should mark their Bid envelopes using the name, address, identifying information and contract number, indicated in Document 00 1001 (Notice Inviting Bids).

2.03 Required Contents of “Envelope A – Bid Submittals”

A. Document 00 4001 (Bid Form). Bidders must submit Bids on Document 00 4001 (Bid Form) in accordance with the provisions of Document 00 4001. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.

B. Document 00 4110 (Bond Accompanying Bid). Bidders must submit Document 00 4110 (Bond Accompanying Bid) accompanied by a cashier’s check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00 4110 of not less than 10% of the Total Bid Amount, payable to Owner and completed in accordance with the provisions of Document 00 4110.

C. Document 00 4330 (Subcontractors List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names, office locations and license numbers of all subcontractors (other than Trade Subcontractors), if any, who will perform any portion of the work in excess of one half of one percent (0.5%) of the Total Bid Amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.

D. Document 00 4810 (Non-Collusion Affidavit). Bidders must submit Document 00 4810 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4810.

E. Document 00 4820 (Bidder Certifications). Bidders must submit Document 00 4820 (Bidder Certification) completed in accordance with the provisions of Document 00 4820.

2.04 Required Contents of “Envelope B – Update to Qualifications”

A. Document 00 4514 (Update to Pre-Qualification Questionnaire). Bidder must submit Document 00 4514 (Update to Pre-Qualification Questionnaire) in accordance with the provisions of Document 00 4514.

ARTICLE 3 - BID OPENING AND EVALUATION

3.01 Determination of Apparent Low Bidder

A. Owner will open each Bidders’ Envelope A at the time and place indicated in Document 00 1001 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein and in Document 00 4001 (Bid Form).
B. Apparent Low Bid will be the Bidder with the lowest initial guaranteed maximum price (CM/GC Initial GMP), determined as provided in Document 00 4001 (Bid Form), as long as that Initial GMP is less than the Owner Maximum Initial GMP described in paragraph 3.01B below. All Bidders are required to submit Bids on all Bid items.

C. Owner’s maximum Initial GMP (Owner Maximum Initial GMP) is $77 million subject to adjustment (if any) in Document 00 2001. Any Bidder whose CM/GC Initial GMP exceeds the Owner Maximum Initial GMP will be disregarded.

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

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

3.02 Evaluation of Bids

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

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

C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder’s responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Owner’s satisfaction within the prescribed time. Submission of a Bid constitutes Bidder’s consent to the foregoing.

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

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

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

3.03 Reservation of Rights

A. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, or if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an “unbalanced Bid” is one having nominal prices for some Bid items and enhanced prices for other Bid items.

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

C. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.
ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES

4.01 Submission of Written Bid Protest

A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1001 (Notice Inviting Bids) must be submitted in writing to the Owner at City College of San Francisco, 33 Gough Street, San Francisco, CA 94112, Attn: Scott Dickey, General Counsel, before 2:00 P.M. of the fifth Business Day following posting of Document 00 5051 (Notice of Intent to Award) at www.ccsf.edu. Owner will use reasonable efforts to deliver by facsimile a copy of Document 00 5051 to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above.

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

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

D. The protest must include the name, address, and telephone number of the person representing the protesting party.

E. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder’s Bid, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.

F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

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

4.03 SBE Program

A. Notwithstanding any other provision of this Document 00 2001, any protest (or portion thereof) relating to Owner’s SBE Program shall be governed exclusively by the SBE Program, and not this ARTICLE 4 -. Therefore, any Bidder wishing to protest only SBE Program-related matters must comply with all protest requirements and procedures established under the SBE Program, and any Bidder wishing to protest SBE Program-related matters and other matters must comply with the requirements and procedures of this ARTICLE 4 - for all non-SBE Program-related matters and must separately protest SBE Program-related matters as provided in the SBE Program. In the event of any dispute as to whether a Bidder has protested any matter in the proper forum, Owner’s good faith decision shall be fully binding on all parties.

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5101 Notice of Award to successful Bidder. Subject to extension to the extent necessary to satisfy conditions in paragraph 5.04 below, such Award, if made, will be made within ninety (90) days after the opening of Bids.
B. Successful Bidder must execute and submit to Owner the “Required Contract Documents and Proof of Insurance” set forth below, by 5:00 p.m. of the 10th Day following issuance of the Notice of Award to it.

5.02 Required Contract Documents and Proof of Insurance

A. Document 00 5201 (Agreement), fully executed by successful Bidder. Submit four originals, each bearing an original signature and initials on each page.

B. Document 00 6113.12 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.12. Submit one original.

C. Document 00 6113.18 (Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.18. Submit one original.

D. Document 00 6301 (Guaranty), fully executed by successful Bidder. Submit four originals, each bearing an original signature and initials on each page.

E. Insurance certificates and endorsements required by Document 00 7311 (Supplementary Conditions—Insuance and Indemnification): Submit one original set.

F. Letter of Assent (Attachment A) to Project Labor Agreement required by Document 00 7350 (Project Labor Agreement): Submit four originals, each on CM/GC letterhead bearing an original signature.

G. Any other item required by Document 00 5101 (Notice of Award): As indicated therein.

5.03 Failure to Execute and Deliver Documents

A. If Bidder to whom Contract is awarded, within the period described in this Document 00 2001, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder’s cashier’s check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder’s failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder’s failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder’s required Bid security shall be the agreed and presumed amount of Owner’s damages.

B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. Subject to extension to the extent necessary to satisfy conditions in paragraph 5.04 below, such Award, if made, will be made within ninety (90) days after the opening of the Bids.

5.04 Other Conditions to Contract Award

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

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work

A. Owner expressly reserves the right to modify the date(s) for the Commencement of Work or any portion thereof under the Contract and to independently perform and complete work or services
related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

B. Owner shall have the right to communicate directly with Apparent Low Bidder’s proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Conformed Project Manual

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

6.03 Payment Bond

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

6.04 Wage Rates

A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner’s Office, Facilities Planning & Construction, City College of San Francisco, 50 Phelan Avenue, B-606, San Francisco, CA 94112, and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, Contractor shall post the applicable prevailing wage rates at the Site.

6.05 Withdrawal of Bids

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

6.06 Ineligible Contractors and Subcontractors

A. Owner shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

6.07 Retentions

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

6.08 Public Records Act Requests

A. Per the Public Records Act, Owner will make available to the public all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00 2001, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, Owner will not disclose trade secrets or proprietary financial
information submitted that has been designated confidential by a Bidder. Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

B. Upon a request for records regarding this Bid, Owner will notify Bidder involved within ten Days from receipt of a request of a specific time when the records will be made available for inspection. If Bidder timely identifies any “proprietary, trade secret, or confidential commercial or financial” information that Bidder determines is not subject to public disclosure, and requests Owner to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend Owner’s refusal to produce the information in all forums; otherwise, Port will make such information available to the extent required by applicable law, without restriction.

C. Information disclosed to Owner and all items in opened submissions are the property of Owner unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

6.09 Substitutions

Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for “or equal items.” Bidders wanting to use “or equal” item(s) may submit Document 00 6600 (Substitution Request Form) no later than 35 Days after Notice of Award (or, in Owner’s sole discretion, on a case-by-case basis with respect to individual Trade Subcontractor procurements at such other time(s) as Owner may otherwise agree). As a limitation on Bidder's privilege to request substitution of “or equal” items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items (if any) are described in the Bidding Documents.

6.010 Potential OCIP or Other Insurance Program

Owner reserves the right to secure project specific insurance or wrap up insurance, or may administer an owner controlled insurance program (“OCIP”), which includes CM/GC and certain Subcontractors, of any tier as additional insureds. See Document 00 7311 Supplemental Conditions – Insurance and Indemnification.

6.011 Definitions

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

END OF DOCUMENT
1 SUMMARY

1.1 This Document 00 3020 sets forth the terms and conditions under which Bidder may review, study, use, or rely upon geotechnical data at or contiguous to the Site, and existing conditions information concerning existing conditions at or contiguous to the Site. This Document 00 3020, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.

2 REPORT AND INFORMATION

2.1 Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.

2.2 Bidders may inspect geotechnical reports and information regarding existing conditions available at the Owner's Office, and may obtain copies at cost of reproduction and handling upon Bidder's payment for the costs. These reports, documents and other information are not part of the Contract Documents. Nevertheless, by submitting a Bid, Bidder accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.

2.3 Geotechnical reports may be included in the Project Manual and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents.

2.4 The following geotechnical reports and data, and information regarding existing conditions and Underground Facilities at or contiguous to the Site, are available for review for Contract Number DSA-109318 through Owner:

2.4.1 "Geological Hazards Evaluation, West Reservoir Development, City College of San Francisco, 50 Phelan Avenue, San Francisco, California 94112", prepared by Ninyo & Moore, dated 9/6/2006, DSA approved #01-109066.

2.4.2 "City College of San Francisco Balboa Reservoir Development Plans", prepared by BKF Engineers, DSA #01-109354 approved and dated July 18,2008 (superceded by item #c)

2.4.3 "City College of San Francisco Balboa Reservoir Development R2 Plans" prepared by BKF Engineers, DSA #01-109354 approved and dated March 16, 2010.

2.4.4 "City College of San Francisco Balboa Reservoir Development, City College of San Francisco Performing Arts Center Revision #1" prepared by BKF Engineers, DSA #01-109318 approved and dated June 7, 2012.


3 USE OF INFORMATION ON EXISTING CONDITIONS

3.1 Aboveground Existing Conditions.

3.1.1 Under no circumstances shall Owner be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by Owner regarding existing conditions. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by Owner.
3.2 Underground Facilities.

3.2.1 Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the owners or builders of such Underground Facilities or others). Except as expressly set forth in this Document 00 3020, Owner does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 00 3020, Owner will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

4 LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION

4.1 Limitations on Geotechnical Data.

4.1.1 Except as expressly set forth in this Document 00 3020, Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by Owner, except as specifically set forth herein.

4.2 Limitations on Technical Data.

4.2.1 Bidder 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, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent. 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” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

(3) The term “technical data” shall not include the location of Underground Facilities.

(4) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the “technical data” contained in such reports or drawings.

(5) Bidder 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.

5 INVESTIGATIONS

5.1 Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents. Bidders shall advise Owner in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for Owner’s review and response.

5.2 Owner has provided time in the period prior to bidding for Bidder to perform these investigations.

6 ACCESS TO SITE FOR INVESTIGATIONS

2077-002/2348713.3
Performing Arts Center
City College of San Francisco
July 2, 2012

Geotechnical Data and Existing Conditions
00 3020 - 2
Addendum #1
6.1 Subject to reasonable scheduling and such other conditions as Owner may reasonably require, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes, clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 2001 (Instructions to Bidders), Document 00 2010 (Access, Indemnity and Release Agreement) and Document 00 7200 (General Conditions), including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. Owner has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF DOCUMENT
DOCUMENT 00 4001

BID FORM
(CM/GC)

TO SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

THIS BID IS SUBMITTED BY:

____________________________________________________________________________________

(Firm/Company Name)

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT ("Owner") in the form included in the Contract Documents, Document 00 5201 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1001 (Notice Inviting Bids), and Document 00 2 001 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.

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

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

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:
SCHEDULE OF BID PRICES

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

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>TYPE</th>
<th>PERCENT (%)</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Pre-Bidding and Pre-Construction Services</td>
<td>Lump Sum (Note A)</td>
<td>XXXX</td>
<td>$______________</td>
</tr>
<tr>
<td>2.</td>
<td>Estimated Cost of Construction (Note B)</td>
<td>Lump Sum</td>
<td>XXXX</td>
<td>$______________</td>
</tr>
<tr>
<td>3.</td>
<td>CM/GC Fee</td>
<td>Percent (Notes C, D)</td>
<td>____%</td>
<td>$______________</td>
</tr>
<tr>
<td>4.</td>
<td>CM/GC General Conditions and General Requirements</td>
<td>Percent (Notes C, E)</td>
<td>____%</td>
<td>$______________</td>
</tr>
<tr>
<td>5.</td>
<td>Contingency</td>
<td>Percent (Note C)</td>
<td>3%</td>
<td>$______________</td>
</tr>
<tr>
<td>6.</td>
<td>All Other Work of Contract Documents</td>
<td>Lump Sum</td>
<td>XXXX</td>
<td>$______________</td>
</tr>
</tbody>
</table>

CM/GC INITIAL GMP (Sum of Items 1-6) (Notes F, G) $______________

CM/GC Initial GMP:

_______________________________________________________________________________

(Words)

Notes
(see also Document 00 2001 Article 3)

A. May not exceed $500,000.
B. Bidder-estimated Trade Subcontractor Bids. Stated amount includes without limitation amounts indicated in Schedule of Bidding Allowances below. See also Section 01 1000 (Summary) paragraphs 1.3.E and 1.3.F.
C. “Percent” is of Bid Item No. 2, Bidder-Estimated Cost of Construction.
D. May not exceed 3% of Bid Item No. 2.
E. May not exceed 15% of Bid Item No. 2.
F. May not exceed Owner Maximum Initial GMP in Document 00 2001.
G. For purposes of this Bid Form “CM/GC Initial GMP” equals “Total Bid Amount.”

SCHEDULE OF BIDDING ALLOWANCES
(See also Section 01 1000 (Summary) 1.3.E and 1.3.F)

<table>
<thead>
<tr>
<th>SECTION</th>
<th>ITEM</th>
<th>TOTAL DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>083115 – Access Doors</td>
<td>50 of each of the five types of doors identified in section (total 250 doors)</td>
<td>$50,000</td>
</tr>
<tr>
<td>096050 – Testing And Remediation For Concrete Floors</td>
<td>Remediation per section based on unit of 100 sq. ft.</td>
<td>$120,000</td>
</tr>
</tbody>
</table>

TOTAL BIDDING ALLOWANCES $170,000
SCHEDULE OF ALTERNATES
(See Section 01 1000 (Summary) 1.3G)

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>TYPE</th>
<th>INCREASE OR DECREASE IN CONTRACT SUM</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Planting Along West Side of Project Site. See Landscape Drawings</td>
<td>Lump Sum Increase</td>
<td>$_________________</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Planting Along West Side of Project Site. See Landscape Drawings</td>
<td>Lump Sum Increase</td>
<td>$_________________</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Gearless Traction Elevator in Lieu of Hydraulic Elevator. See Section 142400-2.11</td>
<td>Lump Sum ____________</td>
<td>$_________________</td>
<td></td>
</tr>
</tbody>
</table>

5. The undersigned acknowledges that the Apparent Low Bidder will be the Bidder submitting the lowest CM/GC Initial GMP, determined as provided in the Schedule of Bid Prices above (including amounts in above Schedule of Bidding Allowances but without taking into account amounts in above Schedule of Alternates), as long as that CM/GC Initial GMP is less than the Owner Maximum Initial GMP described in Document 00 2001.

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

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

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

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

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

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

12. The undersigned Bidder agrees to commence Work under the Contract Documents on the date(s) established in Document 00 7200 (General Conditions) and to complete all Work within the time(s) specified in Document 00 5201 (Agreement).

13. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete Work in the Contract (or portions thereof) within the time(s) specified in Document 00 5201 (Agreement) shall be as set forth in Document 00 5201.

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

2077-002351539.5
Performing Arts Center
City College of San Francisco  00 4001 - 3
Addendum #1
July 2, 2012
IMPORTANT NOTICE:  If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: ___________________________________________________________________

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

____________________________________________________________________________________

(Place of Incorporation, if Applicable)           (Principal)

_____________________________________________

(Principal)

_____________________________________________

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

___________________________________________

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:    __________________________________________

__________________________________________

__________________________________________

Contractor’s Representative(s):   __________________________________________

(Name/Title)

__________________________________________

(Name/Title)

__________________________________________

(Name/Title)

Officers Authorized to Sign Contracts  __________________________________________

(Name/Title)
Performing Arts Center Bid Form
City College of San Francisco 00 4001 - 5 Addendum #1
July 2, 2012

(Name/Title)
__________________________________________
(Name/Title)

Telephone Number(s):

________________________
(Area Code) (Number)

Fax Number(s):

________________________
(Area Code) (Number)

Date of Bid:

__________________________________________

END OF DOCUMENT
DOCUMENT 00 5101

NOTICE OF AWARD
(CM/GC)

Dated: ______________________, 20__

To: ______________________
(CM/GC)

Address: __________________________________________________________

______________________________________________________________

CONTRACT FOR: SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
PERFORMING ARTS CENTER
CONTRACT NO: [Insert Number]

The Initial GMP of your Contract is _______________________________ Dollars.

1. Five copies of the proposed Contract Documents listed below accompany this Notice of Award.

2. You must comply with the following conditions precedent by 5:00 p.m. of the 10th Day following the date of this Notice of Award, that is, by [Day of the Week, Month Day, 201__].
   a. Deliver to Owner four fully executed counterparts of Document 00 5201 (Agreement). Each copy of Document 00 5201 (Agreement) must bear your original signature on the signature page and your initials on each page.
   b. Deliver to Owner one original of Document 00 6113.12 (Construction Performance Bond), executed by you and your surety.
   c. Deliver to Owner one original of Document 00 6113.18 (Construction Labor and Material Payment Bond), executed by you and your surety.
   d. Deliver to Owner four original copies of Document 00 6301 (Guaranty), each executed by you and with your initials on each page.
   e. Deliver to Owner one original set of the insurance certificates with endorsements required under Document 00 7311 (Supplementary Conditions – Insurance and Indemnification).
   f. Deliver to Owner four original copies of the Letter of Assent required under Document 00 7350 (Project Labor Agreement), Attachment A, each on your letterhead and executed.
   g. [Insert other, if applicable]
   h. [Insert other, if applicable]

3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. As further described in Document 00 2001 (Instructions to Bidders), award of your Contract is also subject to all required State of California approvals.

5. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5101, Owner will return to you one fully signed counterpart of Document 00 5201 (Agreement) with one copy of the Project Manual (including Specifications and Drawings) and one set of full-size Drawings.

6. Before you may commence pre-construction phase services under the Contract, you must attend a pre-project conference. The pre-project conference may be arranged through David Liggett, AIA, Architect, dliggett@ccsf.edu, (415) 293-3047. Questions regarding bonds and insurance may be directed to Mr. Liggett at the same number. All other inquiries regarding the Project should be directed to Mr. Liggett.

7. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776.
OWNER:
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By: ________________________________

(Title)

____________________________

(Print Name)

ATTEST: ____________________________

Secretary

______________________________

(Print Name)

AUTHORIZED BY RESOLUTION:

NO: ________________________________

ADOPTED: __________________________, [201__]

[Copy of Resolution Attached]

END OF DOCUMENT
DOCUMENT 00 5201

AGREEMENT

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

WHEREAS, Owner, by its Resolution No.__________________ adopted on the ________ day of __________________, 201__________ (a copy of which is attached and made a part of this Agreement), awarded to CM/GC the following contract:

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

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

ARTICLE I - SCOPE OF WORK OF THE CONTRACT

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

1.02. General
A. Subject to Paragraph 1.05 below, Owner shall pay CM/GC the amounts indicated in Paragraphs 1.03 and 1.04 below (together, Contract Sum) for completion of Work in accordance with Contract Documents and (as applicable) as set forth in CM/GC’s Bid (Document 00 4001 [Bid Form]), attached here. [ATTACHMENT]
B. The Contract Sum includes all allowances (if any).
C. This Agreement is expressly subject to all required State of California approvals, including without limited to, the California Department of Public Works and/or Department of Finance’s approval of construction contract award, as provided in State Administrative Manual section 6853 or otherwise. Failure to obtain all such approvals within one-hundred-twenty (120) days of Notice of Award, or such lesser or greater time as Owner may elect in its sole discretion, will entitle Owner to rescind the award without any financial obligation to CM/GC except as otherwise required by law. Owner may modify or waive this condition in whole or in part in its sole discretion.

1.03. Pre-Bidding and Pre-Construction (Phase I) Portion of Contract Sum
A. Owner shall pay CM/GC for completion of all pre-bidding and pre-construction (Phase I) services the lump sum of $_______________. (Bid Item 1.)

1.04. Bidding and Construction (Phase II) Portion of Contract Sum
A. Owner shall pay CM/GC for completion of all bidding and construction (Phase II) work a lump sum, calculated as follows.
1. The aggregate total cost of all Trade Subcontracts assigned and novated into the Contract, each at its initial bid/award value without markup, subject to any Trade Subcontractor adjustments as provided in ARTICLE VII - below.
2. The calculated dollar amount of CM/GC Fee from CM/GC’s Bid Form (Bid Item 3) in full compensation for CM/GC’s bidding and construction phase fee and profit.
3. The calculated dollar amount of CM/GC General Conditions and General Requirements from CM/GC’s Bid Form (Bid Item 4) in full compensation for CM/GC’s bidding and construction phase general conditions, general requirements, bonds and insurance, and overhead.
4. The calculated dollar amount of Contingency from CM/GC’s Bid Form (Bid Item 5). Contingency is subject to adjustment as provided in paragraph 1.04.B below.
5. The specified dollar amount (if any) of CM/GC’s Other Work of Contract Documents from CM/GC’s Bid Form (Bid Item 6) in full compensation for all other Work of Contract Documents.

B. Contingency. From Contractor contingency, Contractor with Owner approval, may charge actual construction costs that could not have reasonably been foreseen or included in the cost items described above, up to but not over the amount of the contingency (and any such costs over the amount of the contingency shall not be reimbursed.) Costs may not be charged to contingency, however, if such costs are either (i.) within the scope of work of the plans and specifications bid or subcontract packages awarded, (ii.) were preventable by CM/GC properly performing its pre-construction or bidding services, or (iii.) included within the scope of Bid Items 1 (Pre-Bidding and Pre-Construction Services), 3 (CM/GC Fee), 4 (CM/GC General Conditions and General Requirements) or 6 (All Other Work of Contract Documents). On completion of Contract, 35% of unspent contingency shall be paid to CM/GC and Contract Sum will be adjusted accordingly. The remaining 65% of contingency shall be retained by Owner.

C. Bidding and construction (Phase II) portion of Contract Sum will be payable only following issuance of Document 00 5501-B (Notice to Proceed for Bidding and Construction) and satisfaction of any applicable conditions therein. (See paragraph 2.02.E below.)

1. Maximum Contract Sum.
   A. If sum of Phase I and Phase II portions of Contract Sum exceeds CM/GC Initial GMP (as set forth in Bidder’s Bid Form), then CM/GC Initial GMP will become Contract Sum. In such case, elements of Phase II portion of Contract Sum shall be reduced in the following order to the extent necessary:
      1. Bid amount (if any) for all other Work of Contract Documents (Bid Item 6)
      2. CM/GC Fee (Bid Item 3)
      3. CM/GC General Conditions and General Requirement (Bid Item 4)
      4. Contingency (Bid Item 5)
   B. Additionally, except to the extent of any executed change orders referenced in Paragraph 7.03 below or other Contract Modifications pursuant to Contract Documents, under no circumstances may Contract Sum exceed the Owner Maximum Initial GMP specified in Document 00 2001 (Instructions to Bidders).

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

ARTICLE II - CONTRACT TIME; COMMENCEMENT AND COMPLETION OF WORK

2. Phase I – Pre-Bidding and Pre-Construction Phase
   A. CM/GC shall commence pre-bidding and pre-construction (Phase I) services pursuant to Document 00 5251 on the date indicated in Document 00 5501-A (Notice to Proceed for Pre-Bidding and Pre-Construction) (Phase I Commencement Date).
B. CM/GC shall achieve Substantial Completion of Phase I 60 Days from the Phase I Commencement Date.
C. Owner reserves the right to modify or alter the Phase I Commencement Date in its sole discretion.

2.02. Phase II - Bidding and Construction Phase
A. CM/GC shall commence the bidding and construction (Phase II) work on the date indicated in Document 00 5501-B (Notice to Proceed for Bidding and Construction) (Phase II Commencement Date).
B. CM/GC shall achieve Substantial Completion of the entire Work 730 Days from the Phase II Commencement Date.
C. Contractor shall achieve Final Completion of the entire Work 820 Days from the Phase II Commencement Date.
D. Conditions to Owner’s issuance of Document 00 5501-A include all matters described in Document 00 5101 (Notice of Award), and such other matters as Owner may reasonably request.
E. Conditions to Owner’s issuance of Document 00 5501-B include the following, which Owner may waive or modify in its sole discretion:
   1. CM/GC has satisfactorily completed all pre-bidding and pre-construction phase services required by Document 00 5251 (Pre-Construction and CM/GC Services).
   2. CM/GC has provided evidence of all insurance, bonds and bond amounts required by Contract Documents for construction.
F. Owner reserves the right to modify or alter the Phase I Commencement Date or Phase II Commencement Date in its sole discretion.

ARTICLE III - PROJECT REPRESENTATIVES

3.01. Owner’s Project Manager
A. Owner has designated David Liggett, AIA, Architect as its Project Manager to act as Owner’s Representative in all matters relating to the Contract Documents.
B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
C. Owner may assign all or part of the Project Manager’s rights, responsibilities and duties to a Construction Manager, or other Owner Representative, or change the Project Manager, Construction Manager or other Owner Representative at any time.

3.02. CM/GC’s Project Manager
A. CM/GC has designated [________ or other] as its Project Manager to act as CM/GC’s Representative in all matters relating to the Contract Documents.

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

ARTICLE IV - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

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

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

4.02. **Scope of Liquidated Damages**

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

**ARTICLE V - CM/GC'S REPRESENTATIONS**

5.01. In order to induce Owner to enter into this Agreement, CM/GC makes the following representations and warranties:

5.02. CM/GC has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, traffic, site access, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by CM/GC and safety precautions and programs incident thereto. The CM/GC will conduct further investigations of the site and existing and local conditions during the pre-construction portions of this Contract.

5.03. CM/GC has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as built drawings, drawings or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00 3132 Geotechnical Data and Existing Conditions, or which may appear in the Drawings, and accepts the determination set forth in these documents and Document 00 7200 General Conditions of the limited extent of the information contained in such reports and drawings upon which the CM/GC may be entitled to rely. CM/GC agrees that except for the information so identified, CM/GC does not and shall not rely on any other information contained in such reports and drawings. CM/GC will conduct further investigations during the pre-construction portions of this Contract.

5.04. CM/GC has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 5.02 above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as CM/GC considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CM/GC for such purposes. CM/GC will conduct further investigations during the pre-construction portions of this Contract.

5.05. CM/GC has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents. CM/GC has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by Project Manager is acceptable to CM/GC.

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

ARTICLE VI - CONTRACT DOCUMENTS

6.01. The Contract Documents which comprise the entire agreement between Owner and CM/GC concerning the Work consist of the following documents, including all changes, Addenda, and Modifications thereto as listed on Document 00 0111 Table of Contents:

<table>
<thead>
<tr>
<th>Document</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document 00 4001</td>
<td>Bid Form</td>
</tr>
<tr>
<td>Document 00 4820</td>
<td>Bidder Certifications</td>
</tr>
<tr>
<td>Document 00 5201</td>
<td>Agreement</td>
</tr>
<tr>
<td>Document 00 5205</td>
<td>Assignment and Novation Agreement (one for each Trade Subcontract)</td>
</tr>
<tr>
<td>Document 00 5251</td>
<td>Pre-Construction and CM/GC Services</td>
</tr>
<tr>
<td>Document 00 5501-A</td>
<td>Notice to Proceed for Pre-Bidding and Pre-Construction Phase Services</td>
</tr>
<tr>
<td>Document 00 5501-B</td>
<td>Notice to Proceed for Bidding and Construction</td>
</tr>
<tr>
<td>Document 00 6113.12</td>
<td>Construction Performance Bond</td>
</tr>
<tr>
<td>Document 00 6113.18</td>
<td>Construction Labor and Material Payment Bond</td>
</tr>
<tr>
<td>Document 00 6301</td>
<td>Guaranty</td>
</tr>
<tr>
<td>Document 00 6501</td>
<td>Agreement and Release of Claims</td>
</tr>
<tr>
<td>Document 00 6600</td>
<td>Substitution Request Form</td>
</tr>
<tr>
<td>Document 00 6801</td>
<td>Escrow Agreement for Security Deposits in Lieu of Retention</td>
</tr>
<tr>
<td>Document 00 7200</td>
<td>General Conditions</td>
</tr>
<tr>
<td>Document 00 7301</td>
<td>Supplementary General Conditions – CM/GC</td>
</tr>
<tr>
<td>Document 00 7310</td>
<td>Supplementary Conditions – Owner Specified Items</td>
</tr>
<tr>
<td>Document 00 7311</td>
<td>Supplementary Conditions – Insurance and Indemnification</td>
</tr>
<tr>
<td>Document 07 7320</td>
<td>Requirements for DSA Reviewed Projects</td>
</tr>
<tr>
<td>Document 00 7350</td>
<td>Project Labor Agreement</td>
</tr>
<tr>
<td>Document 00 7380</td>
<td>Apprenticeship Program</td>
</tr>
<tr>
<td>Document 00 9111</td>
<td>Addenda</td>
</tr>
<tr>
<td>Specifications</td>
<td>Divisions 1 through 33</td>
</tr>
<tr>
<td></td>
<td>Drawings, Tables and Schedules to be completed for bidding.</td>
</tr>
</tbody>
</table>

6.02. There are no Contract Documents other than those listed above in this Article. Document 00 2010 Hazardous Materials Surveys (if included) and Document 00 3020 Geotechnical Data and Existing Conditions and the information supplied through those documents, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 General Conditions.

ARTICLE VII - ASSIGNMENT

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

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

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

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

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

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

7.07. Following the bid of the Trade Subcontracts and notice from Owner, CM/GC shall provide a performance bond and a payment bond in the forms provided in the Contract Documents as Document 00 6113.12 (Construction Performance Bond) and Document 00 6113.18 (Construction Labor and Material Payment Bond). CM/GC and its sureties shall agree to the following additional terms regarding any bonds:

A. Upon their delivery to the Owner, each bond shall have a penal sum in the amount of the Contract Sum determined in accordance with this Document 00 5201, adjusted as otherwise provided in the Contract Documents.

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

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

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

7.09. Except as otherwise provided by this Article Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 et seq.

**ARTICLE VIII - MISCELLANEOUS**

8.01. Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4000 (Quality Requirements) and will have the meaning indicated therein.
8.02. It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

8.03. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, CM/GC or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to CM/GC, without further acknowledgment by the parties.

8.04. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. CM/GC represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CM/GC shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

8.05. This Agreement and the Contract Documents shall be deemed to have been entered into in the City and County of San Francisco, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the City and County of San Francisco.

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

CM/GC: [CM/GC'S NAME]

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

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

OWNER:
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By: ______________________________
 (Signature)

___________________________________________
(Print Name)
(Title)

Attest: __________________________

Secretary

__________________________
(Print Name)

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

By: ______________________________

Attorney for Owner

__________________________
(Print Name)

RESOLUTION NO. __________________

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Pre-Bidding and Pre-Construction Phase Services</td>
<td>$__________</td>
</tr>
<tr>
<td>2.</td>
<td>Full bid/award value of all trade subcontracts assigned and novated to CM/GC*</td>
<td>$__________</td>
</tr>
<tr>
<td>3.</td>
<td>CM/GC Fee</td>
<td>$__________</td>
</tr>
<tr>
<td>4.</td>
<td>CM/GC General Conditions and General Requirements</td>
<td>$__________</td>
</tr>
<tr>
<td>5.</td>
<td>Contingency</td>
<td>$__________</td>
</tr>
<tr>
<td>6.</td>
<td>All Other Work of Contract Documents</td>
<td>$__________</td>
</tr>
<tr>
<td>7.</td>
<td>(Adjustments per Paragraph 1.05.A)(if any)</td>
<td>$__________</td>
</tr>
</tbody>
</table>

**CONTRACT SUM** $__________

* Subject to any Trade Subcontractor adjustments as provided in ARTICLE VII - above.
** Not to exceed CM/GC Initial GMP, as adjusted (if applicable) per Paragraph 1.05.A above.

Prepared by Owner on ______________, 20__.

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

Prepared by Owner on ______________, 20__.  

END OF APPENDIX B
1. Introduction and Summary.

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

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

1.3 In general, during Phase I, CM/GC shall:
  a. Work cooperatively with Owner to prepare bid packages for Owner to use to competitively bid the contracts for the trades on the Project.
  b. Perform estimating services for each of the trade-work bid packages and for the entire Project.
  c. Work cooperatively with the design team, and provide constructability review and value engineering.

1.4 In general, during Phase II, CM/GC shall:
  a. Assist Owner in bidding out and awarding each of trade-work bid packages, and subject to paragraph 1.5 below accept assignment of the resulting contracts.
  b. Serve as the general contractor for the Project.

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

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


2.1 Gather information and develop a project management plan. Meet with Owner and its Project Team including Owner representatives, and Architect/Engineer to identify information, goals and constraints. Develop a Project strategy and proposed project management plan to meet the project goals, working around constraints. Review the proposed plan with the Owner and its representatives and based on their feedback, finalize the plan.

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

b. CM/GC Staffing Plan.

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

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

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

c. Additional Consultants or Information Required. CM/GC shall provide input and make recommendations to Owner for the engagement of other consultants or securing of additional information by Owner as required for efficient and successful completion of the Project. If requested, CM/GC shall engage such consultants or secure such data on behalf of Owner following Owner procedures; and shall support Owner in negotiating fees and preparing and processing agreements as required. These consultants, upon approval by Owner, may be retained by Owner or CM/GC by amendment to the Agreement.

d. Public Relations Activities. CM/GC will assist Owner in all public relations including, but not limited to, preparation of Project information and administering internal and public meetings as required, including site meetings. Designated Owner representatives shall be the point of public contact during all phases of Work in regards to any complaints, questions, safety issues, noise problems, dust problems, and such except for such specific areas Owner representative delegates to CM/GC.

3. Project Reporting and Meetings.

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

3.2 CM/GC shall report to and receive instructions from Owner. CM/GC shall keep Owner’s responsible Project personnel, as designated from time to time, advised and informed on Project status and issues. CM/GC shall immediately report to Owner any conflicting instructions received from Owner representatives. All CM/GC field personnel assigned to the Project shall have cellular telephones sufficient to permit 24 hour a day access for response to emergency situations that may arise.

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

a. CM/GC shall use the Management Team Meeting to update Owner management on Project status and progress, review the Monthly Report, and shall specifically discuss any and all requirements for information from Owner, approvals, third-party approvals, meetings, or other activities required by Owner or its consultants to facilitate the Project, for the following four-week time period.
b. CM/GC shall keep written minutes of the Management Team Meetings, distributed within five business days of the meeting. CM/GC shall include in the minutes of the Management Team Meetings a 120-day and 40-day look ahead and listing of the principal tasks, requirements for information (if any) from Owner, Architect/Engineer, required third-party approvals and preliminary meetings and any other work, activities or tasks by Owner or third parties within Owner’s control, necessary to complete the Project and keep the Project on schedule (“Owner’s task list”)

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


4.1 Once during Phase I, CM/GC shall review the Project Plans and Specifications for constructability. The review process will include a site verification to see that existing conditions are correctly addressed in the Plans and Specifications. The constructability review shall evaluate actual obstructions or difficulties building the designs as shown, any coordination issues apparent, and also design details or requirements that, in CM/GC’s opinion, are unnecessarily costly or subject to achievement in different, better and/or less expensive ways. The review will also evaluate whether alternate materials, methods or systems should be considered and will aim to eliminate or minimize unnecessary expense and potential omission or overlap of work between trades and avoid the need for clarifications or changes during Phase II, to improve the function of the Project and to save time and cost. CM/GC shall provide a written list of suggested improvements to Plans and Specifications to Project team and monitor later documents to see that agreed on changes are incorporated into the Plans and Specifications.

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

4.3 Also, once during Phase I CM/GC shall review the Project Plans and Specifications for value engineering opportunities to save cost or time. Value engineering means the least cost way to achieve a function in the project design. During the review of Plans and specifications, CM/GC shall list suggestions for cost savings or value engineering. CM/GC shall discuss these with the Project team, reach agreement on those to be adopted and see that they are incorporated in later Plans and Specifications.

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

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

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

5. Cost Breakdown.
5.1 Promptly following commencement of Phase I, CM/GC shall provide a detailed Project cost breakdown, including CM/GC’s Estimated Cost of Construction by Trade Subcontract (Bid Item 2) for the purpose of confirming that Project cost, including all elements of the anticipated Contract Sum (see Document 00 5201 Agreement), is less than the CM/GC Maximum Initial GMP identified in Document 00 4001 (Bid Form).

5.2 Prepare a listing of all Trade Subcontractor bid packages and estimated construction cost for each package. As part of the cost breakdown, provide Owner a detailed estimate for all CM/GC work during construction to include the fixed fee, general conditions, contingency and any other items included within Contract Sum.

6. Scheduling, Phasing and Work Sequencing.

6.1 In addition to CM/GC’s other scheduling obligations under Contract Documents (e.g., Section 01 3100 Project Management and Coordination), working with Owner’s Project team, address timing and coordination of different phases of construction, potential early release of certain Trade Subcontractor packages, CM/GC Work and storage areas, traffic control, access, parking, utility outages, delivery and (if applicable) installation of furniture, fixtures and equipment by separate Owner contractors and vendors, and other elements. Submit the schedule and plan for Owner approval.

7. Bid Packaging and Bid Management.

7.1 CM/GC shall develop a strategy for packaging the Project’s construction Work into separate bid packages for each Trade Subcontract in full compliance with the Contract Documents and all applicable laws, including without limitation the Subcontractor Listing Law and other applicable portions of the Public Contract Code. Following Owner approval, CM/GC shall then carry out this packaging, working with the Architect/Engineer to compile the necessary Plans and Specifications to receive separate bids for all elements of the Work while retaining a fully coordinated Project. Without limiting the foregoing, CM/GC shall work with Owner to obtain all (if any) required pre-approvals of Trade Subcontractor packages and estimates from the California State Chancellor’s Office and following award, to obtain all required approvals for release of State funds for the Project, including without limitation California Department of Public Works and/or Department of Finance’s approval of construction contract award as provided in State Administrative Manual Section 6853.

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

7.3 CM/GC shall assist Owner in advertising, conducting pre-bid conferences, and receiving and awarding Trade Subcontractor bids. Without limiting the foregoing, if and to the extent requested by Owner, CM/GC shall:

a. Prepare bidding documents, agreement, and other contract documents for each Trade Subcontract, based on Owner-provided forms to the extent requested. No such item shall be a Contract Documents for this CM/GC-Owner Contract, nor shall any such item limit or excuse any obligation contained in the CM/GC Contract Documents, including without limitation the obligations of this paragraph. Any changes to any Owner-provided form which would have any effect before assignment and novation of the applicable Trade Subcontract to CM/GC are subject to Owner’s approval in its sole discretion. However, no Owner-provided form, Owner-requested
changes or Owner approval shall in any way diminish CM/GC’s obligations under the Contract Documents.

b. Prepare complete contract documents for each Trade Subcontract, which, in addition to the items identified in paragraph a above, include both (i.) all flow-down items required by CM/GC’s Contract Documents (see, e.g., paragraph 7.5 below) and (ii.) all applicable items required by CM/GC (if any) which would apply only following assignment and novation of the Trade Subcontract to CM/GC.

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

d. Distribute bidding and contract documents to prospective bidders.

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

f. Prepare addenda and distribute them to bidders.

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

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

i. Assist Owner in handling bid protests.

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

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

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

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

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

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

a. All insurance and bonding requirements.

b. All indemnity, defense and hold harmless requirements.

c. All warranties and guarantees relating to the Work.

d. All consequences of delay and defective work, including without limitation liquidated damages.
e. All labor and small business requirements, including without limitations all requirements relating to prevailing wages, small business enterprise and local hiring, and all obligations under the Project Labor Agreement.

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

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

8. Securing of Necessary Permits and Approvals – Verification and Assistance.

8.1 CM/GC shall conduct the necessary research, investigations and inquiry to determine and verify that Owner, CM/GC and any other Project participants, have made application for and/or have secured all building permits, special permits, approvals, as well as filed necessary reports or compliance materials, necessary for construction work or for the permanent improvements/financing/permitting/operation of the Project. CM/GC shall verify that responsible parties have secured such permits, paid applicable fees and assessments, or filed necessary reports and/or materials. CM/GC shall assist and coordinate efforts of the Owner, the Architect/Engineer, and other consultants in connection with Owner’s responsibility for filing documents required for approvals of government authorities having jurisdiction.

8.2 If applicable, CM/GC shall verify that Owner has applied for any applicable utility permits and has paid any applicable fees and assessments; assist Owner in obtaining approvals from authorities having jurisdiction over the Project; shall coordinate any on-site activities of utility companies, materials and soils testing Architecting and regulatory agencies; and shall coordinate any utility outages or other connections or re-routing of services.

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

9. CM/GC’s Construction Responsibilities.

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

9.2 Following the award of the Trade Subcontracts, CM/GC shall become a general contractor for the Project working under a fixed price for the scope of work under the Contract, responsible for construction and quality control, as well as project management services. CM/GC shall issue a written notice to Owner five business days prior to the start of construction for each Trade Subcontractor package. CM/GC shall require Trade Subcontractors to comply with all applicable provisions of the Contract Documents, and strictly enforce the prime contract terms incorporated into each Trade Subcontract, including, but not limited to, cost record terms, and claims notice and documentation terms. CM/GC’s construction responsibilities are further described in the Contract Documents, and include the following.

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

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

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

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

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

10. Self-Performance.

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


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

END OF DOCUMENT
### CONTRACTOR KEY PERSONNEL

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Mobile Number</th>
<th>Office Number</th>
<th>Fax Number</th>
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</thead>
<tbody>
<tr>
<td>Principal in Charge</td>
<td>____________</td>
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<tr>
<td>Project Executive</td>
<td>____________</td>
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<tr>
<td>Project Manager</td>
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<td>Scheduler</td>
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<tr>
<td>Safety Manager</td>
<td>____________</td>
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</tbody>
</table>
NOTICE TO PROCEED FOR PRE-BIDDING AND PRE-CONSTRUCTION (PHASE I)
(CM/GC)

Dated: ______________________, 20__

To: ______________________
(CM/GC)

Address: ______________________

____________________________

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

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

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

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

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By: ________________________________

Its: ________________________________

Date: ________________________________

END OF DOCUMENT
NOTICE TO PROCEED FOR BIDDING AND CONSTRUCTION (PHASE II)
(CM/GC)

Dated: ______________________, 20__
To: ______________________________
(CM/GC)
Address: ___________________________________________________________

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

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

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

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

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By: _________________________________________
Its: _________________________________________
Date: _________________________________________

END OF DOCUMENT
KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

1.05 No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
1.06 Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:

A. Undertake through its agents or independent Contractor’s (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

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

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

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

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

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

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

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

CONTRACTOR AS PRINCIPAL    SURETY

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

Signature:______________________________    Signature:______________________________

Name and Title:_________________________    Name and Title:_________________________
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND
(CM/GC)

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

__________________________
Signature

__________________________
Name

__________________________
Title

__________________________
Address:

__________________________
__________________________
__________________________

SURETY

Company: (Corp. Seal)

__________________________
Signature

__________________________
Name

__________________________
Title

__________________________
Address:

__________________________
__________________________
__________________________

END OF DOCUMENT
ARTICLE 1 – SUMMARY

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

ARTICLE 2 – CROSS-REFERENCES

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

ARTICLE 3 – TIMING OF NOTICE TO PROCEED

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

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

ARTICLE 4 – SPECIAL TERMINATION FOR CONVENIENCE

4.01 Notwithstanding any other provision in the Contract Documents, including without limitation Document 00 7200 (General Conditions) Article 13, Owner may terminate the Contract for its convenience at any time prior to issuance of Document 00 5501-B (Notice to Proceed for Bidding and Construction) and commencement of Phase II. Following any such termination, Owner shall not be required to pay and CM/GC will not be entitled to receive any of the Phase II portion of Contract Sum (as described in Document 00 5201), and CM/GC’s compensation under the Contract Documents shall be limited exclusively to the Phase I portion of Contract Sum (as described in Document 00 5201), to the extent CM/GC is otherwise entitled to receive it under the Contract Documents.

ARTICLE 5 – NO SELF-PERFORMED WORK

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

ARTICLE 6 – MODIFICATIONS TO CODE REQUIREMENTS

6.01 Notwithstanding any other provision of Contract Documents, the following Building Codes shall apply to Work of Contract Documents:
<table>
<thead>
<tr>
<th>Code Type</th>
<th>Code Title</th>
<th>Technical Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>2001 California Building Standards Administrative Code</td>
<td>CCR, Title 24, Part 1</td>
</tr>
<tr>
<td>Accessibility</td>
<td>Federal 2010 ADA/ABA Accessibility Guidelines</td>
<td></td>
</tr>
<tr>
<td>Mechanical</td>
<td>2001 California Mechanical Code</td>
<td>CCR, Title 24, Part 4: based on the 2000 Uniform Mechanical Code</td>
</tr>
<tr>
<td>Energy</td>
<td>2005 California Energy Code</td>
<td>CCR, Title 24, Part 6</td>
</tr>
<tr>
<td>Elevator</td>
<td>2001 California Elevator Safety Construction Code Contractor shall adhere to that code section applicable when elevator is purchased; see section 142400</td>
<td>CCR, Title 24, Part 7</td>
</tr>
<tr>
<td>Fire</td>
<td>2001 California Fire Code</td>
<td>CCR, Title 24, Part 9, Base on the 2000 Uniform Fire Code</td>
</tr>
</tbody>
</table>

**ARTICLE 7 – RESTRICTIONS ON CONTRACT MODIFICATIONS**

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

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

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

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

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

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

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

ARTICLE 9 – PREVAILING WAGES MONITORING AND ENFORCEMENT, ETC.

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

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

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

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

B. CM/GC and all Subcontractors agree:
   1. That Owner, OLSE, CMU and their designees may engage in random inspections of job sites and to have access to employees, employee time sheets, inspection logs, payroll records and employee paychecks.
   2. To maintain a sign-in and sign-out sheet showing which employees are present on the job site;
   3. That Owner, OLSE, CMU and their designees may audit such records of CM/GC and Subcontractors as it reasonably deems necessary to determine compliance with all applicable prevailing wage and other labor standards. Failure to comply with these requirements may, among other things, result in penalties and forfeitures consistent with California Labor Code section 1776(g), as amended from time to time.
9.04 CM/GC shall insert in every Subcontract or other arrangement for performance of work or labor on the Project (including without limitation, all contracts with Trade Subcontractors) a provision that each Subcontractor shall comply with all obligations of this Article.

ARTICLE 10 – COORDINATION AND COOPERATION WITH SEPARATE OWNER VENDORS

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

END OF DOCUMENT
1.01 Contractor shall comply and cause all Subcontractors to comply with all provisions of Owner's Small Business Enterprise (SBE) Program and its Small Business Enterprise (SBE) Rules, Regulations, Requirements, and Forms, and all modifications and amendments thereto. These materials are available on the City College of San Francisco Facilities Planning and Construction webpage: http://ww.ccsf.edu/Offces/Facilities_Planning/slbe.htm.

1.02 Contractor shall comply and cause all Subcontractors to comply with all provisions of Owner's local hire goal and good faith efforts requirements applicable to the Project. On June 21, 2012, the Board of Trustees for City College of San Francisco enacted Resolution 120621 – S1, which pertains to local-hiring goals and requirements that will apply to the Project. A copy of that Resolution, along with information directly related to that Resolution, is attached hereto as Appendix A.

END OF DOCUMENT
APPENDIX A
LOCAL HIRE GOALS AND GFE REQUIREMENTS
[attached]
DATE: June 21, 2012

SUBJECT: SPECIAL
Recommendations to improve compliance with and the administration of good faith local hiring provisions of the Project Labor Agreement for the Performing Arts Center Project
(Resolution: 120621 – S1)

BACKGROUND INFORMATION:

WHEREAS: in or around 2004, the City College of San Francisco, “construction contractors and subcontractors,” and the “Building Trades and Construction Trades Council of San Francisco” entered into a “Project Labor Agreement” (“PLA”) with respect to construction work for projects financed by General Obligation Bonds passed by the people of San Francisco in 2001 and 2005; and

WHEREAS: Article II of the PLA specifies its application to specific construction projects, including the construction of a community performing, cultural and media art center; and

WHEREAS: Article III of the PLA contains provisions that contractors and the signatory unions “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”; and

WHEREAS: on March 26, 2009, the Board of Trustees passed Resolution No 090326-S10, establishing a Community Monitor and a Local Hiring Oversight Committee to help achieve a local hiring goal of 35 percent; and

WHEREAS: on June 25, 2009, the Board of Trustees passed Resolution No. 090625-S8, expanding the local hiring goal to 40 percent and created a new process to help achieve the goal; and

WHEREAS: on March 24, 2011, the Board of Trustees passed Resolution No. 110324-S1, titled “Grievance Proceedings Pursuant to the Good Faith Hiring Provisions of the Project Labor Agreement for the Chinatown/North Beach Campus Project), for CCSF to initiate grievance proceedings against contractors out of compliance; and

WHEREAS: on April 26, 2012, the Board of Trustees passed Resolution No. 120426-S2, titled “Extending the San Francisco Community College District’s Local Hiring Initiative, as adopted in Resolution 090625-S8 to apply to the construction of the Performing Arts Center”; and

WHEREAS: the Joint Administrative Committee has interpreted the "good faith effort" local hiring provisions within the “Letter of Assent” and distributed to all bid awardees a letter identifying specific measures that would comply with such provisions; and

BOARD OF TRUSTEES
JOHN RIZZO, PRESIDENT • DR. ANITA GRIER, VICE PRESIDENT • DR. NATALIE BERG • CHRIS JACKSON
MILTON MARKS • STEVE NGO • LAWRENCE WONG, ESQ. • WILLIAM WALKER, STUDENT TRUSTEE
DR. PAMILA FISHER, INTERIM CHANCELLOR
WHEREAS: the Community Monitor and the Local Hiring Oversight Committee have found some contractors in violation of the interpretation of the "good faith effort" hiring provisions, and

WHEREAS: the Community Monitor and the Local Hiring Oversight Committee have found some contractors with no knowledge of their obligation to perform a "good faith effort" towards CCSF's local hiring goals; and

WHEREAS: the Community Monitor and Local Hiring Oversight Committee have made recommendations to improve local hiring compliance at the Facilities, Infrastructure, and Technology Committee

RECOMMENDATION

THEREFORE BE IT RESOLVED: that the City College of San Francisco, unless advised by legal counsel otherwise, shall implement these recommendations with expediency; and

FURTHER, BE IT RESOLVED: that the City College of San Francisco shall notify all contractors and subcontractors bidding for construction work on the Performing Arts Center of the local hiring provisions and obligations prior to bidding; and

FURTHER, BE IT RESOLVED: that the City College of San Francisco will include in outgoing bid packages to all contractors and subcontractors for construction on the Performing Arts Center, an updated list of sample "good faith obligations"; and

FURTHER, BE IT RESOLVED: that the City College of San Francisco shall designate a District Representative for the project, pursuant to the Project Labor Agreement, prior to the start of construction on the Performing Arts Center, to oversee the implementation of local hiring provisions.

Originators:
John Rizzo
Anita Grier

SHARED GOVERNANCE REVIEW:

X This resolution does not require review by the Shared Governance System.

☐ This resolution requires review by the Shared Governance System for recommendation to the Chancellor. The following Shared Governance body(ies) reviewed this resolution and took action on it on the date indicated:

<table>
<thead>
<tr>
<th>Date</th>
<th>Recommended</th>
<th>Not Recommended</th>
<th>Reviewed Only</th>
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Only ______________ required to review this resolution.
Dear CCSF Administrators,

On behalf of the Local Hiring and Oversight Committee (LHOC), we are writing with recommendations to improve local hiring on future CCSF construction projects, including the upcoming Performing Arts Center (PAC). Time is of the essence for the PAC project and we urge you to consider these recommendations and implement them in a timely manner. Based on our experiences as community monitors and local hiring stakeholders, we believe the following provisions will lessen the administrative burden on CCSF, as well as create the structure and process needed for local hiring to be successful.

1) Include pre-bid qualification language in bid packages: The LHOC's most pressing recommendation is to update bid packages with language that will require subcontractors to commit to local hiring as part of the bid process. Subcontractors should not only be made aware of CCSF's local hiring goals and provisions, but should also speak to their ability to meet these goals. Pre-bid qualification for subs should include all of the following:

(a) The local hiring letter and list of good faith obligations that subcontractors should follow towards meeting local hiring provisions. (Letter and list are attached.)
(b) A check box for subcontractors stating, "[Subcontractor Name] Intends to work towards CCSF's local hiring goals and will follow all necessary good faith obligations."
(c) Open-ended, narrative questions for subcontractors to respond to in their bid applications. Narrative questions should include: List all projects you have worked on with local hiring provisions and please describe your success rate in meeting those local hiring goals. How do you intend to fulfill CCSF's local hiring goal of 40%? What resources do you intend to utilize to accomplish this goal? How will you work with the community monitor and referral entities in meeting CCSF's goal? (d) Workforce forms to be submitted to CCSF and the community monitor. Subs will receive these forms again upon being awarded the bid, but initial copies should also be included in the bid package. (Workforce forms are attached.)

2) Update the Good Faith Checklist: For the CCSF Chinatown project, all subcontractors who were awarded contracts received a letter, notifying them of CCSF's local hiring goals, as well as a checklist of...
steps considered to be sufficient good faith efforts towards meeting that goal. The LHOC has updated and strengthened the language of the good faith checklist and would also like to rename these efforts "Good Faith Obligations" to be more seriously considered by subcontractors. The recommended updates are included as an enclosure in this letter. It is also our recommendation that subcontractors receive this checklist in the pre- and post-bid stages.

(3) Adoption of a Side Letter for the Project Labor Agreement: In the course of monitoring and providing oversight for the CCSF Chinatown Project, the LHOC heard from stakeholders that they had different interpretations of the current PLA. Some stakeholders have argued that the current PLA does not clearly identify CCSF as a party to file grievances according to the procedures outlined in the agreement. CCSF should adopt a side letter to PLA, clearly and unequivocally identifying CCSF, as owner of construction projects, to be a party to the PLA that can file grievances. Further, it should clarify that CCSF can utilize the grievance procedure to enforce local hiring provisions, pursuant to the CCSF Grievance Resolution.

(4) Designate a PLA Administrator: CCSF should designate an individual, department, or an external community organization to act as administrator for the project labor agreement (PLA). While the PLA includes a grievance procedure and while CCSF Trustees have passed a grievance resolution calling upon the District to grieve against non-compliant contractors, the grievance process has never fully been utilized. The lack of a clearly-designated PLA administrator to initiate grievance proceedings has rendered the grievance procedure as a weak and under-utilized tool for the District. In consideration of designating the PLA administrator, CCSF should designate an individual or organization with familiarity with the provisions of project labor agreements and relevant labor laws. To avoid a conflict of interest, the PLA administrator and the community monitor should not be the same entity.

(5) Designate a CCSF representative: Lastly, the PLA states that the District shall have a District Representative on staff or under contract. For the Chinatown project, there was no clear District Representative until late into the project, creating confusion and misinformation among stakeholders. It is our strong recommendation that CCSF designate a District Representative on staff to be the point of contact when the community or community monitor needs to communicate with the District on issues related to the project or local hiring. We recommend that this District Representative be selected prior to bid packages being sent out to subcontractors.

If we may provide assistance or clarification for the implementation of these recommendations, please do not hesitate to contact Jenny Lam or Grace Lee from Chinese for Affirmative Action. We are working closely with all stakeholders from the LHOC to ensure that local hiring is successful for future projects. We look forward to working together to make these necessary improvements.

Sincerely,

Jenny Lam
Director of Community Initiatives
jlam@caasf.org
415-274-6760 x308

Grace Lee
Policy Advocate
glee@caasf.org
415-274-6760 x305
### 40% Good Faith Obligations for Local Hiring

|   | 1. **Attend Pre-Bid Meetings** | 2. **Receive PLA/Good Faith Letter from LL, CCSF, and SFBTC.** | 3. **Receive side letter according to the collective bargaining agreement** | 4. **Meet with Community Monitor, and CityBuild for local hiring planning and orientation** | 5. **Fill out and submit workforce forms 2 weeks prior beginning of work on site** | 6. **Provide roster of employees who will be brought on site at the beginning of the project** | 7. **Indicate employees’ work classification, and address. Although optional, include race, ethnicity and gender to best capability.** | 8. **Send a written letter to signatory unions regarding local hiring obligations.** | 9. **Maximize hours of local residents from core workforce to reach 40% goal** | 10. **Inform community monitor of reduction in force and indicate names and titles of laid off workers** | 11. **Maximize hours of referrals to reach 40% goal** | 12. **Timely submission of certified payroll** | 13. **Consistent submission of weekly schedule** | 14. **Dependable communication with community monitor regarding local hiring follow-up** | 15. **Submit Job Request Form to Community Monitor and/or CityBuild at least 3 days (72 hours) prior start of work at the event of a vacancy in the workforce** | 16. **Attend CCSF-Board of Trustees meetings as requested** |
Subcontractor
Name
Address

Thank you for your bid and congratulations on the award for Bid Package 5.10, the Main Building Structural and related work. We look forward to a successful effort for all involved. We are taking this opportunity to remind you of the CCSF Board of Trustees' commitment to our local community with regard to providing work opportunities for the residents of San Francisco. The Board has set a goal of at least 40% of all worker hours on any CCSF project to be residents of San Francisco.

We are including in this letter a summary of the 40% goal and Good Faith Effort Obligations that are integral to District Bond Funded projects.

Good Faith Effort Obligations for the Construction of the City College of San Francisco (CCSF) Chinatown-North Beach Project

Article III, Section 3(c)(i) of the Project Labor Agreement states, in part:

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 Union.

This document outlines minimum standards of “good faith efforts” for contractors and sub-contractors (referred to hereafter as simply “contractors”) during the CCSF Chinatown campus project.

(1) The overall goal for worker hours on the project to be completed by San Francisco residents is 40%. By extension, the goal for local worker hours by trade, and for each individual contractor, is 40%. A San Francisco resident is an individual who is verifiably and currently living within the City and County of San Francisco. Contractors will 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.

(2) Prior to coming on-site, contractors shall reach out to CityBuild to identify qualified apprentices, apprenticeship candidates, and journeylevel workers from the targeted zip codes and citywide. CityBuild will then work with Charity Cultural Services Center and Chinese for Affirmative Action, two agencies based in the project impacted area and serving a diverse population throughout San Francisco, to identify
workers in the appropriate trades in the targeted zip codes and citywide.

(3) Prior to coming on-site, contractors shall review their present workforce to identify any residents of the targeted zip codes or of San Francisco. Contractors shall make every effort consistent with skills necessary to work processes to place those residents on the CCSF project.

(4) Prior to coming on-site, contractors shall contact in writing their signatory union(s), or the local hiring hall(s) from which they plan to or may request workers, to request all possible assistance from the union(s) in fulfilling the local hiring and employment goal.

(5) When making any request for dispatch of workers for the project, contractors shall submit in writing – whether by fax or email – a reminder of the good faith efforts required of both contractor and union toward fulfilling the local hiring and employment goal.

(6) Contractors shall cooperate with the designated CCSF employment liaison in providing timely information regarding progress toward fulfilling hiring and employment goals. Contractors will also cooperate with Chinese for Affirmative Action, the Community Monitor appointed by the CCSF Chancellor for the Chinatown-North Beach project, in working towards fulfilling the 40% local hiring goal.

(7) As workforce adjustments are made during the CCSF project, contractors shall make every effort consistent with the skills necessary to work processes to continue employment of residents of the targeted zip codes and of San Francisco residents. Hours worked by said residents will be given more weight in determining compliance with “good faith efforts” than number of residents employed.

(8) Failure to make good faith efforts to employ San Francisco residents on this project is subject to grievance under the provisions of the Project Labor Agreement.

Additionally, Article XI, Section 3(b) of the Project Labor Agreement states, in part:

"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."

This requirement may be satisfied by hiring a graduate of the CityBuild program, which is operated jointly by City College, the San Francisco Mayor’s Office of Economic and Workforce Development, and the unions. As residents of San Francisco, CityBuild graduates hired for the
project will also count toward the contractor’s fulfillment of the local worker employment goals discussed above.

In Summary, the above goal, obligations and procedures should be taken seriously. The prime contractor, local labor organizations, and the District join together in welcoming you to the project and thank you for your cooperation.

Sincerely,

Peter Goldstein
Associate Vice Chancellor
City College of San Francisco

<table>
<thead>
<tr>
<th>NAME</th>
<th>Michael Theriault</th>
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<tbody>
<tr>
<td>Project Executive</td>
<td>Secretary-Treasurer</td>
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<td>Prime Contractor</td>
<td>San Francisco Building and Construction</td>
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<td>Trades Council</td>
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Cc: Prime Contractor, Construction Manager, Community Monitor, CCSF District Representative
FORM 1: Workforce Hiring Plan

Successful Bidders and each of its Subcontractors slated to perform work valued at $50,000 or greater must submit a completed FORM 1: Workforce Hiring Plan within two (2) weeks prior to the start of work, regardless of when a given Subcontractor's portion of work may begin.

City College of San Francisco, with the support of Prime Contractor, authorizes [insert Community or City Agencies] as workforce referral agents who will assist subcontractors to meet the Project Labor Agreement (PLA), and the Board of Trustees resolution of 40% local workforce-hour hiring goals.

Instructions:
* Complete Table 1 to identify the number of Core Employees per trade, including skill levels that you will need to complete the project.
  * Contractor's "Core" or "Existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the award of this Contract and as defined in Article III Section D (i) and (ii) of the Project Labor Agreement.

** Indicate the estimated TOTAL number of workers per trade including "Core" Employees that you will need to complete the project.

*** Indicate the number of Journeyman and Apprentice referrals needed to help meet Local Hiring Goal.
  * SF Residents from Core Workforce will count toward the Local Hiring Goal.

<table>
<thead>
<tr>
<th>Labor Trade, Position, or Title</th>
<th># of Employees Needed to complete work **</th>
<th># of Core Workforce *</th>
<th># of SF residents from Core Workforce</th>
<th># of Referrals Needed to achieve local hiring goal ***</th>
<th>Est. Start Date</th>
<th>Est. End Date</th>
<th>Est. Total # of Hours To Complete Work</th>
<th>Signatory Union</th>
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Continue on separate sheet, if necessary. For assistance or questions in completing this form, contact the Community Monitor at:

PLEASE FAX COMPLETED FORM ATTN: COMMUNITY MONITOR AT:
EMAIL:
MAIN LINE:
**FORM 1: WORKFORCE HIRING PLAN**

*Complete Table 2 to verify Core Workforce.*

**Table 2: Core Workforce List**

<table>
<thead>
<tr>
<th>Name</th>
<th>Worker Trade/Position</th>
<th>Gender</th>
<th>Race</th>
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*Optional

**Continue on separate sheet, if necessary.** For assistance or questions in completing this form, contact the Community Monitor at:

Successful Bidder/Company Name
Street Address

---

**PLEASE FAX COMPLETED FORM ATTN: COMMUNITY MONITOR AT:**

EMAIL:
MAIN LINE:
# FORM 1: WORKFORCE HIRING PLAN

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<tr>
<th>Name of Contractor Representative</th>
<th>Title</th>
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<tr>
<th>Signature of Referral Agency Representative</th>
<th>Date</th>
<th>Office Telephone</th>
<th>Cell Phone</th>
<th>Fax</th>
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Race*  
(AA) Black/African American  
(API) Asian/Pacific Islander  
(L) Hispanic/Latino  
(AI) American Indian/Alaskan Native  
(W) White  
(O) Multiracial/Other  
(Please Specify)

---

PLEASE FAX COMPLETED FORM ATTN: COMMUNITY MONITOR AT:  
EMAIL:  
MAIN LINE:
ATTENTION: Contractor MUST submit this notification form at least 3 Business Days prior to coming on-site to the CCSF Performing Arts Center project. This will enable your company to meet the local hiring goals as outlined in the Project Labor Agreement and the CCSF Board of Trustees local hiring resolution. Upon receipt of the completed job notice, the Community Monitor will contact you to confirm your request, and work with CCSF authorized workforce referral agencies to identify qualified local tradesworkers.

Section A. Employer Information

Date of Request: ________________________________

Project Name: Performing Arts Center

Jobsite Location: ________________________________

Employer: ___________________________ Prime ☐ Sub ☐

Address: ___________________________ City: _______ Zip: _______

Contact Name: ___________________________ Title: _______ Email: ____________

Office Phone: ___________ Cell Phone: ___________ Fax: ___________

Alt. Contact: ___________________________ Phone #: __________________

Section B. Trade Information

Trade: ___________________________ Number of Openings: _______

Journey: ___________________________ Union: Yes ☐ No ☐

Apprentice: ___________________________

Local #: ___________________________ Start Date: ___________ Start Time ___________ Duration of Job: ___________

Union Representative: ___________________________ Phone: ___________

Contractor Representative Signature ___________________________ Print Name ___________________________ Title ___________________________ Date ___________________________

Brief description of your scope of work: ___________________________

Please complete the job order form and FAX to Community Monitor. Call one of the following Community Monitor staff to notify of your fax.
Local Hiring Oversight Committee Members:

Terry Anders - Anders and Anders Foundation
Benita Benavides - Chinese for Affirmative Action
Way Chan - CCSF
Kitty Creech - Daviller-Sloan, Inc.
Sean Flahive - Lend Lease
Mindy Kener - Anders and Anders Foundation
Jenny Lam - Chinese for Affirmative Action
Grace Lee - Chinese for Affirmative Action
David Liggett - CCSF
Peter Read - Lend Lease
Robert Simms - representing CCSF Chancellor Griffin
Jake Sloan - Davillier-Sloan, Inc.
Michael Theraiult - San Francisco Building Trades Council
Ed Westland - Swinerton
DOCUMENT 00 7311

INSURANCE AND INDEMNIFICATION

1 INSURANCE REQUIREMENTS

1.1 At or before the date specified in Document 00 2001 (Instructions to Bidders), Contractor shall furnish to Owner satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

1.1.1 Comprehensive or Commercial General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the completion of the Work and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall not be coverage of less than $5,000,000 each occurrence, $5,000,000 general aggregate limit, and $5,000,000 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.

1.1.2 Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than $1,000,000 each person Bodily Injury, $1,000,000 each occurrence Bodily Injury and $1,000,000 each occurrence Property Damage (or $1,000,000 combined single limit, each accident).

1.1.3 All-Risk Course of Construction Insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws, water damage, flood, and damage caused by frost and freezing, in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed $25,000. Each loss shall be borne by Contractor.

1.1.4 Workers' Compensation and Employer's Liability Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.

1.2 All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of [A, VII] or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

1.3 Required Endorsements:

1.3.1 The policies required under paragraphs 1.1.1, 1.1.2 and 1.1.3 of this Document 00 7311 shall be endorsed, in a form and manner acceptable to Owner, as follows:

(1) Name Owner, its Board of Trustees and their employees, representatives, inspectors (including without limitation Project Inspector), consultants (including without limitation Architect/Engineer and its consultants), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.

(2) Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraphs 1.1.1, 1.1.2 and 1.1.3 of this Document 00 7311.
(3) Insurance shall be primary and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.

(4) Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against Owner and all additional insureds, as well as other insurance carriers for the Work.

(5) Declarations Pages Required. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under Sections 1.1.1, 1.1.2 and 1.1.3 above. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker’s name and license number.

(6) Certificates of insurance and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner (Attention: Risk Manager / Purchasing Agent) at the address listed in Document 00 5201 (Agreement), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Owner’s request, Contractor shall submit to Owner, within 30 Days, copies of the actual insurance policies or renewals or replacements.

1.4 Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, Owner may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

1.5 If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee’s dependents in the event of employee’s death, is entitled to compensation from Owner under provisions of the Workers’ Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.

1.6 Nothing in this Document 00 7311 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

1.7 All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to Owner within ten Days of Owner’s request. (However, Subcontractors need obtain only $1,000,000 of Comprehensive General Liability insurance.)

1.8 If required by Owner, Contractor shall obtain and maintain Contractor’s Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to Owner.

1.9 The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

1.9.1 Each Professional shall maintain the following insurance at its sole cost and expense:

(1) Provided such insurance is customarily required by Owner when professionals engaged in the profession practiced by Professional directly contract with Owner, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional’s work on the Project, in an amount not less than $1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide
insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

(2) All insurance required by paragraphs 1.1.1, 1.1.2 and 1.1.4 of this Document 00 7311. Professional shall satisfy all other provisions of this Document 00 7311 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) and declarations pages before commencing its Work on the Project.

2 ALTERNATIVE USE OF PROJECT-SPECIFIC INSURANCE OR OCIP

2.1 In lieu of certain of the insurance required in Article 1 above, Owner may elect to secure project specific insurance or wrap up insurance, or may administer an owner controlled insurance program ("OCIP"), which includes CM/GC and certain Subcontractors, of any tier as additional insureds. A template of such an OCIP is attached hereto as Appendix 1.

2.2 CM/GC and Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this Project be excluded from all of their practice policies and other policies provided by the foregoing insurance or OCIP. To carry out the applicable provisions under the project specific insurance, wrap up insurance or OCIP (such as Appendix 1, para. 3.1), CM/GC General Conditions and General Requirements (Bid Item 4) (and applicable portions of Subcontractors' contract amounts) shall be adjusted to reflect the amount of the insurance premiums (if any) which are avoided by CM/GC and Subcontractors by virtue of Owner's obtaining project specific insurance, wrap up insurance or administering an OCIP, and the exclusion of this Project from the coverage of CM/GC's and Subcontractors' policies. Concurrently with providing enrollment and other forms under the project specific insurance, wrap up insurance or OCIP (such as , and at such other times as Owner may request, CM/GC and Subcontractors shall each provide Owner with written documentation satisfactory to Owner (which may, if Owner requests, include certifications of CM/GC's and Subcontractors' respective insurance broker(s)) showing the amount (if any) of savings realized (or if none, so showing). CM/GC and Subcontractors shall also afford Owner access to their books and records and cooperate with Owner in verifying such amount (if any) of savings.

2.3 The project specific insurance, wrap up insurance or OCIP may include additional Project safety requirements (such as Appendix 1, para. 5), which shall be fully binding on CM/GC and Subcontractors without adjustment to any element of Contract Sum.

3 RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

3.1 Contractor's Responsibility For The Work

3.1.1 Except for damage caused by the sole negligence, willful misconduct or active negligence of Owner or its agents, Contractor shall be solely responsible for any loss or damage that may happen to any part of the Work, materials or other things used in performing the work, injury, sickness, disease, or death of any person as a result of the Work, or resulting damage to property.

3.1.2 Owner and each of its officers, employees, representatives, inspectors, consultanits and agents including, but not limited to the Board, Architect/Engineer and each Owner Representative ("Owner Parties"), shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person as a result of the Work; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, and Contractor releases all of the foregoing persons and entities from any and all such claims.

3.1.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against each of the Owner Parties.

3.1.4 Contractor also waives subrogation rights under applicable insurance policies, to the greatest extent permitted by law, and will require this same waiver of subrogation by its subcontractors, in
all policies of insurance, against all other project participants, to include Contractor, Subcontractors, all Owner Parties government agencies, engineers and other inspectors.

3.2 Claims Arising From The Work

3.2.1 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, each of the Owner Parties, from and against claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney’s fees and consultant’s fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

3.2.2 Contractor’s indemnity obligation shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall it apply to Owner or other indemnified party to the extent of its active negligence.

3.3 Scope Of Indemnification Obligation

3.3.1 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them. In the event of loss, however, Contractor shall give all required notices to all insurance carriers, and shall require its subcontractors to do the same. Owner may, in its discretion, request evidence of such notices from Contractor.

3.4 Scope Of Contract Limitations Of Liability

3.4.1 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents.

END OF DOCUMENT
Appendix 1

TEMPLATE OWNER CONTROLLED INSURANCE PROGRAM

[attached]
Exhibit "I" – Insurance Requirements

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**INSURANCE REQUIREMENTS**

1. **Overview.** District (the “District”) is a participant in an Owner Controlled Insurance Program (the “OCIP”) that has been established by the Alliance of Schools for Cooperative Insurance Programs (“ASCIP”). In accordance with the provisions of Government Code §4420.5, Labor Code §§6300, et seq. and Title 8 of the California Code of Regulations, the District has elected to include the Project in the OCIP. This means that the District will provide some of the insurance policies that would normally be provided by the Contractor who is awarded the contract for construction of the Project and its Subcontractors and Sub-Subcontractors. In accordance with the District’s OCIP, the District shall purchase, provide and maintain for the benefit of the Contractor, its Subcontractors and Sub-Subcontractors certain insurance as more particularly set forth in this Section, and subject to the terms and conditions of this Section, the Contract Documents and any addenda to the Contract Documents, for claims which arise out of the Insured Work of the Contract performed by the Contractor, its Subcontractors and Sub-Subcontractors for which the Contractor, its Subcontractors and Sub-Subcontractors may be legally liable. Because the District will provide insurance coverage through an OCIP, Base Bids must be calculated to exclude all insurance costs for coverage provided by the OCIP, as described in Section 4.1 and summarized in Section 4.2 herein. Additionally, Bids must include information demonstrating that the Bidder and its Subcontractors meet certain insurance-related qualification criteria in order for the Bid to be responsive. The Contractor awarded the Contract and its Subcontractors and Sub-Subcontractors must comply with safety programs established and/or adopted by the District in connection with the OCIP and comply with other requirements related to the OCIP.

The OCIP is more fully described in the “Insurance Manual”, and the policies and endorsements (“OCIP Coverages”). The OCIP Coverages have precedence and supersede any conflicting provisions contained in the Contract Documents or in the Insurance Manual. In addition, District has arranged for Builder’s Risk insurance coverage. By submitting a Bid, the Contractor is deemed to have agreed and acknowledged that it has reviewed the Insurance Manual, the OCIP Coverages, and the Builder’s Risk Coverage. The OCIP will provide to the Enrolled Contractors/Subcontractors, as defined below, in connection with performance of the Work, the OCIP Coverages. Enrolled Contractors/Subcontractors are responsible for maintaining the insurance coverage described in Section 4.3 below and in the Insurance Manual. The OCIP does not cover Excluded Parties, defined below. Excluded Parties and parties no longer covered by the OCIP shall maintain and shall require each of their Subcontractors and Sub-Subcontractors to obtain and maintain the insurance coverage described in Section 4.4 below and in the Insurance Manual.
2. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the General Conditions.

2.1 **Excluded Work.** The term “Excluded Work” as used herein means Project-related work that is not conducted at the Project Site is excluded from coverage under the OCIP and the OCIP Insurance. The District is not providing general liability or workers compensation insurance for Project-related, off-Site operations and the District is not providing automobile insurance; Enrolled Contractors/Subcontractors must purchase this insurance and must provide the District with an ACORD 25-S Certificate of Insurance indicating evidence of (a) primary automobile insurance coverage, and (b) proof of general liability and workers compensation insurance for off-Site operations. Refer to Sections 16.12 through 16.17 below.

2.2 **Excluded Parties.** The term “Excluded Parties” as used herein means (1) vendors; (2) suppliers; (3) contract haulers; (4) equipment owners/operators; (5) those performing surveying services; (6) those performing soil testing; and (7) those solely loading, transporting or unloading materials, personnel, parts or equipment or any other items to, from or within the Site.

2.3 **Enrolled Contractors/Subcontractors:** The term “Enrolled Contractors/Subcontractors” as used herein means those Contractors, Subcontractors and Sub-Subcontractors who have submitted enrollment forms and have been accepted into the District’s OCIP as evidenced by a Certificate of Insurance for OCIP policies.

2.4 **Insured Parties:** The term “Insured Parties” as used herein means the District and Enrolled Contractors/Subcontractors named in one or more of the District’s OCIP policies or named in one or more Certificate of Insurance signed by a duly authorized representative of an OCIP insurer.

2.5 **Insured Work:** The term “Insured Work” as used herein means Work performed on the Site. Any type or description, surveying, soil testing, and solely loading, transporting or unloading of materials, personnel, parts or equipment or any other items to, from or within the Site is excluded.

2.6 **OCIP Administrator:** The term “OCIP Administrator” means Arthur J. Gallagher & Co. or such other company or entity as may be designated by the District. The OCIP Administrator is an independent contractor retained by the joint powers authority ASCIP, of which the District is a Member, to administer the District’s OCIP. The OCIP Administrator is authorized and empowered to act on behalf of the District to the extent set forth herein and in the Contract Documents. The removal or replacement of the designated OCIP Administrator shall not result in adjustment of the Contract Price or Contract Time or otherwise affect, limit or restrict Contractor’s obligations under the Contract Documents.
3. Base Bid and Alternate Bid Item Pricing and Insurance Costs:

3.1 Bidders Must Exclude Insurance Costs from Base Bid. All Base Bids must exclude all insurance costs for Workers’ Compensation, Employers Liability, General Liability, and Excess Liability OCIP Coverages and Builder’s Risk insurance for operations conducted on Site for all eligible Contractors, Subcontractors and Sub-Subcontractors who will perform Insured Work on the Project Site as summarized in Section 4.2 below and more fully described in the OCIP Coverages. The apparent lowest Bidder, its Subcontractor and Sub-Subcontractor will be required to substantiate that all insurance costs for OCIP Coverages are excluded from the Base Bid within 48 hours after the District’s request and as a condition to award of the Contract, however, no Bidder will be permitted to change the pricing included in the Base Bid. At a minimum, the apparent lowest Bidder, its Subcontractors and Sub-Subcontractors will be required to submit the Policy Declarations pages for Workers Compensation, Employer’s Liability, General Liability and Excess Liability (if carried) insurance coverage. Failure of a Bidder to provide all required documentation may result in rejection of the Bid.

3.2 Alternate Bid Items for Cost for Contractor to Provide Certain OCIP Coverages. The Bid Documents identify Alternate Bid Items to be added to or deducted from the Base Bid if accepted by the District, including an Add Alternate Bid Item for the cost for the Bidder and its eligible Subcontractors and Sub-Subcontractors to provide Workers Compensation, Employer’s Liability and General Liability OCIP Coverages and Builder’s Risk insurance with the following limits as summarized in Subsections 4.2.1, 4.2.2, 4.2.3 and 4.2.5, with the scope summarized in Subsection 16.12.2 below, all as more fully described in the OCIP Coverages:

- **Workers Compensation Insurance**
  In accordance with limits established by law. Statutory Limits

- **Employers Liability Insurance:**
  $1,000,000

- **Commercial General Liability Insurance (excluding Automobile Liability)**
  Per Occurrence $2,000,000
  Aggregate $4,000,000
  Products/Completed Operations Aggregate* $4,000,000

* 10 years Extended Products/Completed Operations Coverage commences upon Completion of the Project.

- **Builder's Risk Insurance**
  Project Limits

As more fully described in the Instructions to Bidders, the lowest Bid shall be determined by the lowest Base Bid on the base contract Work without consideration of the prices of Alternate Bid Items. As required by Section 9 below, the apparent lowest Bidder, its Subcontractors and Sub-Subcontractors will be required to substantiate the insurance costs for the add Alternate Bid Item for certain OCIP coverages within 48 hours after the District’s request, however, no Bidder will be permitted to change the
pricing included in the Base Bid or in the Alternate Bid Items. At a minimum, the apparent lowest Bidder, its Subcontractors and Sub-Subcontractors will be required to submit completed – “Add Alternate – Insurance Cost Worksheet – FORM 1A” and policy “Declarations” pages, which show the premium costs that would be incurred by the Bidder, its Subcontractors and Sub-Subcontractors for Workers Compensation, Employer’s Liability and General Liability OCIP Coverage, and for Builder’s Risk insurance establishing the limits of coverage and corresponding premium rates. If the Bidder, Subcontractor or Sub-Subcontractor maintains lower limits than set forth in Subsections 4.2.1, 4.2.2 or 4.2.3, then the Bidder, Subcontractor or Sub-Subcontractor must submit quotes from brokers or carriers for the required higher limits for OCIP Coverages. The District reserves the right to select or reject the add Alternate Bid Item for OCIP coverages summarized in Subsections 4.2.1, 4.2.2, 4.2.3 and 4.2.5 at the time of award of the Contract at the substantiated prices included in the Bid form. If the District elects to substitute, modify or discontinue OCIP coverages after award of the Contract, the provisions of Section 8 below shall apply.

4. **Insurance:**

4.1 **OCIP Insurance Policies Establish OCIP Coverages.** The OCIP Coverages and exclusions from coverage are summarized in this Section, in the Insurance Manual, and other Contract Documents and are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP Coverages in this Exhibit and in the Insurance Manual are not intended to be complete or alter or amend any provision of the actual OCIP insurance policies. Enrolled Contractors/Subcontractors must review the insurance policies for actual terms and conditions. In the event any provision of this Exhibit, the Insurance Manual, or the Contract Documents, conflicts with the any of the OCIP insurance policies, the OCIP insurance policies shall govern. Enrolled Contractors/Subcontractors shall be deemed to have reviewed, understood and agreed to all terms and conditions of the OCIP insurance policies, including exclusions from coverage. The OCIP insurance policies are available for inspection upon request.

4.2 **Summary of OCIP Coverages. Provided by District** The following summary of OCIP Coverages will be provided only to eligible and Enrolled Contractors/Subcontractors during the term of initial construction:

4.2.1 **Workers Compensation Insurance**
In accordance with limits established by law. Statutory Limits

4.2.2 **Employers Liability Insurance:** $1,000,000

4.2.3 **Commercial General Liability Insurance (excluding Automobile Liability)**
Per Occurrence $2,000,000
Aggregate $4,000,000
Products/Completed Operations Aggregate* $4,000,000

* 10 years Extended Products/Completed Operations Coverage commences upon Completion of the Project.
4.2.4 Excess Liability Insurance
Per Occurrence $25,000,000
Aggregate $25,000,000

4.2.5 Builder’s Risk Insurance
Project Limits

4.3 Insurance Provided by Contractors/Subcontractors: The Contractor, all Subcontractors and Sub-Subcontractors (except Excluded Parties covered under Section 16.12) shall provide and maintain the following insurance coverages for off-Site operations, with minimum coverage amounts as set forth below:

4.3.1 Workers Compensation Insurance
In accordance with limits established by law. Statutory Limits

4.3.2 Employers Liability Insurance $1,000,000

4.3.3 Commercial General Liability Insurance
Per Occurrence $2,000,000
Aggregate $4,000,000

4.3.4 Automobile Liability Insurance
Bodily Injury/Property Damage per Occurrence $1,000,000

4.4 Insurance Provided by Excluded Parties.
Pursuant to Section 16.18 the Excluded Parties shall provide and maintain the following insurance coverages, with minimum coverage amounts as set forth below:

4.4.1 Workers Compensation Insurance
In accordance with limits established by law. Statutory Limits

4.4.2 Employers Liability Insurance $1,000,000

4.4.3 Commercial General Liability Insurance
Per Occurrence $1,000,000
Aggregate $2,000,000

4.4.4 Automobile Liability Insurance
Bodily Injury/Property Damage per Occurrence $1,000,000

4.4.5 Aircraft Liability Insurance (if applicable)
Per Occurrence $5,000,000
Aggregate $5,000,000

4.5 Pollution Legal Liability Insurance.
Pursuant to Section 16.21, the Excluded Parties shall provide and maintain the following insurance coverages, with minimum coverage amounts as set forth below:

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4.6 Duration and Extent of Insurance Coverage Provided by OCIP.

4.6.1 Term and Extent of Coverage for Contractor or Prime Contractor. Upon the District’s acceptance of Completion of the Agreement and of the work required of the Contractor under the Agreement, all coverage afforded to the Contractor under the OCIP will be automatically terminated without further notice or action, with the exception of a ten (10) year extension of coverage for Products and Completed Operations which commences upon Completion of the Project. Corrective work, performed after Completion of the Work pursuant to continuing warranty obligations, is covered by the OCIP. Evidence of Contractor’s Non-OCIP Insurance, as described in Section 16.13 must be in place before Contractor commences corrective work during the warranty period.

4.6.2 Term and Extent of Coverage for Subcontractors. When a Subcontractor or Sub-Subcontractor completes its punch list work, submits Form 6 as described in the Insurance Manual and the District accepts as complete the performance of the Subcontractor or Sub-subcontractor on the Project, all coverage afforded to that Subcontractor or Sub-Subcontractor under the OCIP will be terminated without further notice or action, with the exception of a ten (10) year extension of coverage for Products and Completed Operations which commences upon Completion of the Project. Corrective work, performed after Completion of the Work pursuant to continuing warranty obligations, is covered by the OCIP. Evidence of Subcontractors and Sub-Subcontractors Non-OCIP Insurance, as described in Section 16.14 must be in place before Subcontractors and Sub-Subcontractors commence corrective work during the warranty period.

5. Minimum Safety Requirements

5.1 Minimum qualifications for Contractor/Subcontractor OCIP enrollment - THESE SAFETY REQUIREMENTS CANNOT BE MODIFIED.

- Drug Program – Pre Assignment
- 6' Fall Protection, harnesses and lanyards required in lieu of other protective means. Exceptions: ladders, scissor lifts, aerial baskets or scaffolding
- OSHA “Serious” Violations - No more than 5 serious violations within 5 years with no more than 2 serious repeats in 5 years
- OSHA “Willful” Violations – NONE
- Hardhats & Safety Glasses are required at all times & other Personal Protective Equipment (PPE) required by work being conducted

5.2 Contractor’s and Listed Subcontractors’ Minimum Safety Requirements.
The Contractor must meet the Minimum Safety Requirements. In addition, in order to be considered a responsive Bid, the Bidder must establish that Listed Subcontractors, who, in the aggregate, will perform at least sixty-five percent (65%) of the Work of the total Bid Amount, inclusive of all additive alternates but exclusive of hazardous materials abatement costs, meet or exceed the Minimum Safety Requirements.

6. Safety Program and Industrial Safety Record Requirements. Bidders must submit all of the following information to the District within 48 hours after the District’s request. The District reserves the right to reject a Bid if any of that information discloses that a Bidder is not eligible for OCIP Insurance pursuant to criteria established by the District, OCIP Administrator, ASCIP or the OCIP’s underwriter, Liberty Mutual Insurance Company (“Insurance Carrier”).

6.1 A copy of a written Injury and Illness Prevention Program (“IIPP”), or, if a Bidder does not have a written IIPP, a detailed narrative statement of the IIPP that the Bidder intends to use in connection with the Work on the Project Site. The District will require, as a condition to awarding the contract for the Project, that the apparent low Bidder modify its IIPP as necessary to establish the following warnings and fines for observed safety violations:

First instance of specific infraction: verbal and written warning;
Second infraction of same type: $100 fine;
Third infraction of same type: $1,000 fine;
Fourth infraction of same type: One day’s suspension from project at minimum;
Gross safety violation: Expulsion from job Site.

6.2 A written statement identifying any and all instances during the last five (5) years in which the Bidder was convicted in a state or federal court or administrative action of a “serious violation” and/or “willful violation” of health and safety statutes, regulations, ordinances, orders or other laws. As to each such conviction, the Bidder must include a detailed description of the facts upon which such conviction was based. A Bidder will be ineligible to receive OCIP Insurance (and will therefore be ineligible to be awarded the contract for the Project) if, within the last five (5) years, you have had (a) more than five (5) “serious” violations, (b) more than two occurrences of the same type of “serious” violation (i.e. more than two “serious repeat” violations) or (c) any “willful” violation.

6.3 Bidder’s Worker’s Compensation “Experience Modification Factor” or “Experience Modification Rate” as defined by the State of California Workers’ Compensation Insurance Rating Bureau (WCIRB). A Bidder will be ineligible to receive OCIP Insurance (and will therefore be ineligible to be awarded the contract for the Project) if its Experience Modification Factor or Experience Modification Rate, including the rates of listed Subcontractors and Sub-Subcontractors exceeds 1.25 for a five-year mean average.
6.4 The Bidder must meet the Minimum Safety Requirements. In addition, in order to be considered a responsive Bid Proposal, the Bidder must establish that Listed Subcontractors and Sub-Subcontractors totaling at least sixty-five percent (65%) of the Bidder’s total Bid Amount, exclusive of hazardous materials abatement costs, meet or exceed the Minimum Safety Requirements.

7. **Additional Information.** The District may request additional information from any Bidder to the extent such information is reasonably necessary to allow the District to determine whether Contractor, Subcontractor or Sub-Subcontractor qualifies to receive OCIP Insurance under the OCIP. If any Bidder cannot or will not provide such information within the time requested by the District, the District may reject that Bid as non-responsive.

8. **District’s Election to Substitute, Modify or Discontinue OCIP Coverages.** District reserves the right, at its option and without obligation to do so, to modify the OCIP Coverages, however ASCIP and Arthur J. Gallagher must be notified prior to any changes. Or any portion thereof, to procure alternative coverages (provided such coverage is not less than that specified in the Contract Documents), or to request Contractor or any of its Subcontractors or Sub-Subcontractors to withdraw from the OCIP. Upon District’s thirty (30) day prior written notice, Contractor, Subcontractors and Sub-Subcontractors, as specified by District in such notice, shall obtain and thereafter maintain during the performance of the Work, Workers Compensation, Employer’s Liability and General Liability OCIP Coverages and Builder’s Risk Insurance with limits as summarized in Subsections 4.2.1, 4.2.2, 4.2.3 and 4.2.5, and with the scope summarized in Subsection 16.12.2 below all as more fully described in the OCIP Coverages. In such event, District shall select the additive Alternate Bid Item for the price stated in the Bid form at the time of award (provided such premium prices are substantiated by Bidder), or if the District makes this election after award, the District shall increase the Contract Price by change order by the pro rata amount of the substantiated premium price attributable to the remaining Work to be performed by Contractor and any designated Subcontractors and Sub-Subcontractors. All insurance secured by the Contractor, Subcontractors or Sub-Subcontractors pursuant to this Article shall be in policies subject to the prior written approval of the District as to form, content, limits of liability, cost and issuing company.

9. **Additional Information, Which Must Be Provided by the Apparent Lowest Bidder.** The apparent lowest Bidder must do all of the following within 48 hours of the District’s request and as a condition to award of the Contract. Failure to comply with the requirements of this section may result in rejection of the Bid.

9.1 Provide completed – “Add Alternate - Insurance Cost Worksheet – FORM 1A” and policy Declarations pages, which show the premium costs that would be incurred by the Bidder, its Subcontractors and Sub-Subcontractors to obtain Workers Compensation, Employer’s Liability and General Liability OCIP Coverages and Builder’s Risk insurance with limits as summarized in Subsections 4.2.1, 4.2.2, 4.2.3 and 4.2.5, and with the scope summarized in Subsection 16.12.2 below all as more fully described in the OCIP Coverages:

- **Workers Compensation Insurance**  
  In accordance with limits established by law.  
  Statutory Limits

- **Employers Liability Insurance:**  
  $1,000,000
- **Commercial General Liability Insurance (excluding Automobile Liability)**
  
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* 10 years Extended Products/Completed Operations Coverage commences upon Completion of the Project.

- **Builder’s Risk Insurance**

  If a Bidder, Subcontractor or Sub-Subcontractor maintains lower coverage limits than set forth in Subsection 4.2.1, 4.2.2, or 4.2.3, then the Bidder, Subcontractor or Sub-Subcontractor must submit quotes from brokers or carriers for the required higher limits for OCIP Coverages. District reserves the right to audit records associated with preparation of the Insurance Cost Worksheet and to substitute this alternative insurance coverage for the OCIP Coverages provided by District as described in Section 4.2 by selecting the additive Alternate Bid Item for this coverage (provided such premium prices are substantiated by Bidder).

  9.2 Provide copies of this Insurance Requirements Exhibit and attachments to all Subcontractors and Sub-Subcontractors who will perform the Work of the Project;

  9.3 Complete and deliver to the District an insurance application in the form of “Form 2 - Insurance Application”, which will be provided upon Notice of Award, providing information pertaining to you (that is, the corporation, partnership, limited liability company, individual, or other entity submitting the Bid as the prospective Contractor). That information includes, without limitation, the Bidder’s industry classification code(s) for work on the Project Site, the Bidder’s projected payroll for the Project, and the Bidder’s experience modification factor.

  9.4 Cause each of the Subcontractors and Sub-Subcontractors who will perform work or provide materials or services to you in connection with the Project to complete an insurance application in that same form with respect to those subcontractors upon Notice of Award;

  9.5 Provide a certificate (or certificates) of insurance evidencing that you have obtained the insurance required for Enrolled Contractors/Subcontractors.

  9.6 Provide a certificate (or certificates) of insurance evidencing that you have the current ability to obtain insurance required for Excluded Parties.

  9.7 Deliver all of the completed insurance application forms to the District.

10. **Audit of Contractor’s Project Payroll.** The OCIP Administrator or the Insurance Carrier will conduct an audit of Contractor’s Project payroll and that of its Subcontractors of every tier. This service will be provided as part of the OCIP as a means in which to segregate the portion of payroll attributable to the Project and covered by the OCIP Insurance (“OCIP Payroll”) from that
of other operations not covered by the OCIP. There are two reasons for this audit. First, the Insurance Carrier is required to report this information to the Workers' Compensation Insurance Rating Bureau (WCIRB) for calculation of the “Experience Modifier” of Contractor and Subcontractors. Second, and more importantly, it provides Contractor with the necessary documentation to ensure that it will not be charged by its regular Workers’ Compensation carrier for payroll generated under the OCIP.

11. **Do Not Report OCIP Payroll to Regular Carriers.** If you are awarded the contract and enrolled in the OCIP, you should not report your OCIP Payroll to your regular Workers’ Compensation and General Liability insurance carriers. You do not have to (and should not) report this, because the Project-Site insurance premiums, relative to the OCIP Insurance will be paid for by the District under the OCIP. You should not be charged premiums for the Project by your insurance carrier(s). Thus, insurance is a breakeven line item for you on this Project.

12. **Monthly Payroll Report Forms.** The Contractor all Subcontractors of every tier must, on a monthly basis not later than the tenth (10th) calendar day of each month, complete and deliver to the District and OCIP Administrator a Monthly Payroll Report Form for the preceding calendar month to be provided by the OCIP Administrator upon Contractor enrollment in the OCIP.

13. **Notice of Work Completion.** Not later than ten (10) calendar days after the Contractor’s completion of its Work (as defined in the Project Documents) on the Project, the Contractor shall prepare and deliver to the District and OCIP Administrator a “Form 4 – Notice of Work Completion” to be provided by OCIP Administrator upon Contractor enrollment in the OCIP. The Contractor shall cause each of its subcontractors on the Project to prepare and deliver that form to the District and OCIP Administrator within ten (10) calendar days following the completion of the subcontractor’s Work on the Project.

14. **Drug Testing Program.** The Contractor shall submit to any drug-testing and/or drug-free workplace program instituted by the District and/or OCIP Administrator in connection with the OCIP relative to the Project. A copy of the District’s current form of drug-testing/drug-free workplace program (which is subject to change without notice at the District’s discretion) is included in the Bid specifications and incorporated herein by this reference. (See Attached Drug-Testing Program)

15. **Professional Safety Consultant/Compliance with Safety Requirements.** The OCIP Administrator will provide a professional safety consultant to oversee safety procedures on the Project. The Contractor must comply, and must cause its Subcontractors to comply, with the recommendations of that safety consultant as they pertain with ASCIP’s safety program and any state or federal OSHA requirements.
16. Insurance

16.1 Evidence of OCIP Coverage.

16.1.1 Evidence of Contractor's OCIP Insurance: Provided that the Contractor has supplied to the District its completed OCIP Enrollment Form within 5-days of the Notice of Award, the District shall deliver to the Contractor Certificates of Insurance evidencing the insurance coverages provided under Section 4.2 for only the Contractor prior to issuance of the Contractor's Notice to Proceed. Failure or refusal of the Contractor to timely and properly deliver its OCIP Enrollment Form may be deemed by the District to be a default of a material obligation of the Contractor, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law.

16.1.2 Evidence of Subcontractors' OCIP Insurance: At least five (5) working days prior to any Subcontractor's or Sub-Subcontractor's commencing Work on the Site, the Contractor shall provide the District with an OCIP Enrollment Form completed and executed by such Subcontractor or Sub-Subcontractor. Provided that the Contractor has timely provided such OCIP Enrollment Form, the District shall deliver to the Contractor a Certificate of Insurance evidencing the insurance coverages provided under Section 4.1 for such Subcontractor or Sub-Subcontractor prior to commencement of such Subcontractor's or Sub-Subcontractor's Work at the Site.

16.1.3 No Work at the Site without OCIP Insurance: Under no circumstances shall any Contractor, Subcontractor or Sub-Subcontractor eligible for coverage under the District's OCIP commence Work at the Site without having submitted to the District a completed and executed OCIP Enrollment Form and without having an OCIP Certificate of Insurance issued in the name of such Contractor, Subcontractor or Sub-Subcontractor. It is the sole responsibility of the Contractor to ensure that all Insured Contractors/Subcontractors performing Insured Work of the Project are properly and timely enrolled in the District's OCIP program. Contractor's failure or refusal concerning Contractor's obligations in this regard may be deemed by the District to be a default of a material obligation. Under no circumstances shall Contractor's failure or refusal to ensure that all Insured Contractors/Subcontractors are properly and timely enrolled in the District's OCIP result in any adjustment of the Contract Price or Contract Time.

16.2 Maintenance of Insurance: the District shall maintain insurance as set forth in Subsections 4.2.1 through 4.2.5, inclusive, without interruption from the date of commencement of the Work until date of Completion. The District shall maintain Completed Operations coverage for a period of ten (10) years after Completion.

16.3 Substitute Insurance: In the event the District is unable to furnish, or after commencement of the Work elects not to furnish or to continue to furnish the insurance coverage described in Section 4.2, or any portion thereof, and upon thirty (30) days' written notice from the District to the Insured Contractors / Subcontractors, the District may, in its sole discretion (a) procure and provide to Insured Contractors/Subcontractors at the District's expense substantially similar insurance reasonably available at such time; or
(b) require the Contractor to secure and maintain all or as much of the insurance herein described as the District designates at the District’s cost as provided in Section 8 above. All insurance secured by the Contractor, Subcontractors or Sub-Subcontractors pursuant to this Section shall be in policies subject to the prior written approval of the District as to form, content, limits of liability, cost and issuing company.

16.4 No Waiver of Contract Obligations: Nothing contained in this Section shall be construed to relieve or limit the Contractor, Subcontractors, Sub-Subcontractors or Excluded Parties of responsibility or obligations imposed by the Contract Documents or in equity or at law, including but not limited to the extent to which the Contractor may be held legally liable for damages to persons or property. Nothing contained in this Section shall be construed as the District’s assumption of any responsibility for construction means, methods, techniques, sequences, procedures, safety precautions or programs for the Project, all of which remain the sole responsibility of Contractor, or for acts or omissions of the Contractor, Subcontractors, Sub-Subcontractors, Excluded Parties, or their respective agents or employees, or of any other persons performing portions of the Work.

16.5 Waivers of Subrogation: Contractor hereby waives, and shall require all Subcontractors and Sub-Subcontractors to waive, all rights against the District, its officers, agents, employees, representatives and consultants, Project Manager, Architect, CM, IOR and OCIP Administrator, and their respective agents, officers, employees and representatives, for recovery of damages to the extent those damages are covered by policies of insurance obtained pursuant to Section 4.1.

16.6 District’s Right to Audit: The Contractor warrants to the District the accuracy of the information provided in connection with its participation in the District’s OCIP and agrees that the District, its officers, agents, representatives, insurance carriers and OCIP Administrator may audit the records, including but not limited to payroll records and insurance records of the Contractor, Subcontractors and Sub-Subcontractors to confirm the accuracy of information provided and to evaluate the effect, if any, on insurance resulting from changes in the Work. Any such audits will be conducted during the Contractor’s normal business hours at the office of the Contractor or at another mutually agreeable location. The Contractor shall maintain or cause to be maintained sufficient records as may be necessary to audit its compliance and that of Subcontractors and Sub-Subcontractors with the requirements of the OCIP.

16.7 Assignment of OCIP Refunds and Dividends: Contractor, its Subcontractors and Sub-Subcontractors, in consideration of the agreement of District to arrange insurance and pay premiums as provided by Section 4.2 for the Contractor, Subcontractors and Sub-Subcontractors, and for other good and valuable consideration, assigns to District all return premiums, premium refunds, dividends, and any monies due or to become due under the OCIP policies. Contractor shall require all Subcontractors and Sub-Subcontractors to assign to District all return premiums, premium refunds, dividends, and any monies due or to become due under the OCIP policies.

16.8 Deductible for Builder’s Risk Insurance: Contractor shall be responsible for the amount required by the District for each loss or damage covered by the Builder’s Risk Insurance provided by the District which is caused by the Contractor or any Subcontractor or Sub-Subcontractor or for which the Contractor, Subcontractor or Sub-Subcontractor is
liable, and for all uninsured losses. No loss or damage, if any, incurred hereunder shall excuse Contractor's complete and satisfactory performance of the provisions of the Contract Documents.

16.9 Contractor Responsibility to Repair Damaged Work: Notwithstanding the provisions of this Insurance Requirements Exhibit, and until Final Acceptance of the Work by the District, the Contractor shall have full and complete charge and care of and shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (including District furnished supplies, material, equipment or other items to be utilized with or incorporated in the Work) to the fullest extent of the law. The Contractor shall rebuild, repair, restore and make good losses of, and injuries or damages to, the Work or any portion thereof (including District furnished supplies, material, equipment or other items to be utilized with or incorporated in the Work) before Final Acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense; provided, however, that District will make available applicable proceeds from the Builder's Risk policy provided under the District's OCIP.

16.10 Adjustment of OCIP Claims: The Contractor, Subcontractors, Sub-Subcontractors and Excluded Parties shall assist the District, its agents and the OCIP Administrator and provide the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the District's Insurers in claims and demands that arise out of the work and that the Insurers are called upon to adjust or resist.

16.11 OCIP Coverages; No District Warranty: The District does not warrant or represent that the OCIP coverages constitute an insurance portfolio that adequately addresses the risks of the Contractor, Subcontractors or Sub-Subcontractors. The Contractor, Subcontractors and Sub-Subcontractors shall satisfy themselves as to the existence, extent and adequacy of the OCIP coverages prior to the commencement of work under the Contract.

16.12 Insurance Provided by Contractor / Subcontractors: The Contractor shall, for the duration of the Contract, provide and maintain insurance and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Section 16.18) to provide and maintain insurance of the type and in the limits as set forth below and in Section 4.3. Except as otherwise provided by Builder's Risk Policy, the Non-OCIP Insurance is intended to cover employee injury, personal injury, bodily injury and property damage liability for work performed away from the Project Site and for Work of the Project performed after Completion. Such insurance may be provided in single policy or multiple policies (primary and excess), including an umbrella form and is subject to the following:

16.12.1 In the event one of the insureds incurs liability to any other of the Insureds, these policies shall provide protection for each insured against which claim is or may be made, including claims by other insureds in the same manner as if separate policies had been issued to each insured.

16.12.2 Notice of occurrences or claims under the policies shall be made to the District's Representative.
(a) **Workers’ Compensation/Employer’s Liability Insurance:** The Contractor shall provide and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Section 16.18) to provide Workers’ Compensation/Employer’s Liability insurance in the statutory limits of the workers’ compensation laws of the State of California, including Coverage B - Employers Liability, in an amount not less than that specified in the Supplemental Conditions, for Project-related operations occurring away from the Project Site and for Work of the Project after Completion.

(b) **Commercial General Liability Insurance:** The Contractor shall provide and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Section 16.18) to provide Commercial General Liability insurance in a form providing coverage not less than that of an ISO Commercial General Liability coverage form (occurrence form) 1998 edition or later for all operations of the party required to furnish same, including hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, employees as additional insureds, completed operations, with contractual liability coverage (for contracts related to the Work), personal injury liability and excess Employer’s Liability, for personal injury, bodily injury and property damage arising out of the Work, for operations away from the Project Site and after Completion in policies of insurance with limits in an amount not less than that specified in the Supplemental Conditions.

(c) **Automobile Liability Insurance:** The Contractor shall provide and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Section 16.18) to provide Automobile Liability insurance covering all owned, non-owned and hired automobiles, trucks, and trailers of the Contractor, Subcontractors and Sub-Subcontractors. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy with limits not less than that specified in the Supplemental Conditions for occurrences both at and away from the Project Site.

(d) **Aircraft Liability Insurance:** If aircraft are used by the Contractor, Subcontractors, Sub-Subcontractors or anyone else on their behalf, such Contractor, Subcontractor, Sub-Subcontractor or other entity shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the work of the Contractor, Subcontractor, Sub-Subcontractor or anyone else, with limits in an amount not less than that specified in the Supplemental Conditions.

16.13 **Evidence of Contractor’s Non-OCIP Insurance:** Concurrently with delivery of the executed Contract, Contractor shall deliver to the District Certificates of Insurance evidencing the Contractor’s Non-OCIP Insurance coverage required by Sections 4.3 and
16.12. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. Under no circumstances shall Contractor commence Work at the Site without having submitted to the District Certificates of Insurance for all Non-OCIP Insurance provided by the Contractor. Contractor’s failure to timely provide the District with all Non-OCIP Certificates of Insurance shall not result in any adjustment of the Contract Price or Contract Time. The Certificates of Insurance and the insurance policies required by Sections 4.3 and 16.12 shall contain a provision that coverage afforded under such polices will not be canceled or allowed to expire without at least thirty (30) days’ prior written notice to: District, District Service Center, attn: Contracts Administrator. Should any policy of insurance required under Section 4.3 be canceled and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. Upon District’s request, the Contractor shall furnish satisfactory proof of coverage of each type of Non-OCIP Insurance required by the Contract Documents, including copies of the insurance policies or renewals or replacements in form and content acceptable to the District; failure of the Contractor to comply with the District’s request may be deemed to be a default of a material obligation of the Contract Documents.

16.14 Evidence of Subcontractors’ Non-OCIP Insurance: Contractor shall require that every Subcontractor or Sub-Subcontractor (except Excluded Parties covered under Section 16.18) obtain and maintain the policies of insurance set forth in Section 4.3 herein. The limits of liability of such policies shall be as set forth in Section 4.3. Each of the policies of insurance obtained and maintained by a Subcontractor or Sub-Subcontractor hereunder shall conform to the requirements of Section 16.12. Upon request of the District, Contractor shall promptly deliver Certificates of Insurance evidencing that the Subcontractors and Sub-Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of Section 16.12. Failure or refusal of the Contractor to provide the District with such Certificates of Insurance may be deemed to be a material default of Contractor under the Contract Documents.

16.15 No Work at the Site without Non-OCIP Insurance: Under no circumstances shall any Contractor, Subcontractor or Sub-Subcontractor (except Excluded Parties) commence Work at the Site without having all Non-OCIP Insurance issued and in effect in accordance with the provisions of Section 16.12. Contractor’s failure or refusal concerning Contractor’s obligations in this regard may be deemed by the District to be a default of a material obligation. Under no circumstances shall Contractor’s failure or refusal in this regard result in any adjustment of the Contract Price or Contract Time.

16.16 Contractor Insolvency: In the event that a General Contractor or a Prime Contractor defaults on their financial obligation to the District, it is the responsibility of the District to notify the ASCIP OCIP of the default. Before a new contractor is selected by the surety, the contractor must meet the ASCIP OCIP safety requirements before they can be considered for replacement.
16.17 **Additional Insurance:** Pursuant to the provisions of Government Code §4420(b)(5), nothing contained in the Contract Documents or otherwise shall prohibit the Contractor, its Subcontractors, any Sub-Subcontractor or any other entity providing or performing Work of the Project from purchasing any additional insurance or coverage which he, she or it believes is necessary to protect such person or entity from any liability arising under the Contract Documents, the Project or the Work. Any such additional insurance procured by such person or entity shall be at the procuring party's sole expense.

16.18 **Waivers of Subrogation:** Contractor hereby waives, and shall require all Subcontractors and Sub-Subcontractors to waive, all rights against the District, its officers, agents, employees, representatives and consultants, Project Manager, Architect, CM, IOR and OCIP Administrator, and their respective agents, officers, employees and representatives, for recovery of damages to the extent those damages are covered by policies of insurance obtained pursuant to Sections 4.3 and 4.4.

16.19 **Insurance Provided by Excluded Parties:** The Contractor shall require all Excluded Parties to provide and maintain insurance of the type and limits set forth below and in the Section 4.4. Such insurance shall name the parties required to secure same as insureds and shall be in a form and through issuing companies acceptable to the District. Such insurance may be provided in single policy or multiple policies (primary and excess), including an umbrella form. Such insurance shall contain a defense of suits provision and shall provide the coverages set forth in Section 4.4 under the following conditions:

(a) Notwithstanding any inconsistent statement in the policies obtained by Contractor and/or Excluded Parties, or any endorsement or certificate attached thereto, it is agreed that the District, its officers, agents, employees and representatives, Project Manager, Architect, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives, are additional insureds (for all coverages except Workers' Compensation/Employer's Liability), and that coverage is provided for all operations, uses, occupation, acts and activities of such insureds under the Contract Documents, as may be amended or adjusted, regardless of whether liability is attributable to the insured or a combination of the insured and one or more additional insureds. The Contractor shall name, and shall require the Excluded Parties to name, the District, its officers, agents, employees and representatives, the Project Manager, Architect, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives, as additional insureds under the policies required pursuant to Section 4.4. As to the insurance required by Section 16.18.2, such additional insured status shall be provided and maintained using ISO additional insured endorsement CG 20 10 (11/85 edition), or a substitute providing equivalent coverage. The additional insured status required herein as to Section 16.18.2 shall be maintained on behalf of all specified parties for a period of ten (10) years after Final Acceptance of the Work. Upon the District's request, the Contractor and/or Excluded Party shall provide copies of all additional insured endorsements procured pursuant to this Section.

(b) The coverage provided by the policies obtained by Contractor and/or Excluded Parties is primary coverage and non-contributing with insurance, if any, carried by the District, its officers, agents, employees and representatives, the
Project Manager, Architect, IOR or OCIP Administrator, and their respective officers, agents, employees and representatives. All such additional insured endorsements issued thereon shall be so endorsed.

(c) In the event one of the insureds incurs liability to any other of the insureds, these policies shall provide protection for each insured against which claim is or may be made, including claims by other insureds in the same manner as if separate policies had been issued to each insured.

(d) Notice of occurrences or claims under the policies shall be made to the District's Representative.

16.19.1 **Workers’ Compensation/Employer’s Liability Insurance:** The Contractor shall require all Excluded Parties to provide Workers’ Compensation/Employer’s Liability insurance in the statutory limits of the workers’ compensation laws of the State of California, including Coverage B – Employer’s Liability, in an amount not less than that specified in the Supplemental Conditions, covering operations of the party in connection with the work both at and away from the Project Site.

16.19.2 **Commercial General Liability Insurance:** The Contractor shall require all Excluded Parties to provide Commercial General Liability Insurance in a form providing coverage not less than that of an ISO Commercial General Liability coverage form (occurrence form) 1998 edition or later for all operations of the party required to furnish same, including hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, employees as additional insureds, products and completed operations (for ten (10) years after Final Acceptance of the Work), with contractual liability coverage (for contracts related to the Work), personal injury liability and excess Employer’s Liability, for personal injury, bodily injury and property damage arising out of the Work in policies of insurance with limits in an amount not less than that specified in the Supplemental Conditions.

16.19.3 **Automobile Liability Insurance:** The Contractor shall require all Excluded Parties to provide Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers of the Excluded Parties. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy with limits in an amount not less than that specified in the Supplemental Liability Conditions for occurrences both at and away from the Project Site.

16.19.4 **Aircraft Liability Insurance:** If aircraft are used by an Excluded Party or anyone else on their behalf, such Excluded Party or other entity shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the work of the Excluded Party or anyone else, with limits in an amount not less than that specified in the Supplemental Conditions.
16.20 Evidence of Excluded Parties' Insurance: Contractor shall require that every Excluded Party obtain and maintain the policies of insurance set forth in Sections 4.4 and 16.18.1 through 16.18.4 herein. The limits of liability of such policies shall be as set forth in Section 4.4. Each of the policies of insurance obtained and maintained by an Excluded Party hereunder shall conform to the requirements of Section 16.18. Upon request of the District, Contractor shall promptly deliver Certificates of Insurance evidencing that the Excluded Parties have obtained and maintained policies of insurance in conformity with the requirements of Section 16.18. Failure or refusal of the Contractor to provide the District with such Certificates of Insurance may be deemed to be a material default of Contractor under the Contract Documents.

16.21 No Work at the Site without Excluded Parties' Insurance: Under no circumstances shall any Excluded Party commence Work at the Site without having all insurance issued and in effect in accordance with the provisions of Section 16.18. Contractor's failure or refusal concerning Contractor's obligations in this regard may be deemed by the District to be a default of a material obligation. Under no circumstances shall Contractor's failure or refusal in this regard result in any adjustment of the Contract Price or Contract Time.

16.22 Pollution Legal Liability Insurance: Contractor (if performing or providing any hazardous waste services, abatement or otherwise, of any type or description for the Project) shall provide and maintain, and shall require any other person or entity performing such services to provide and maintain (hereinafter collectively referred to as “Hazardous Waste Contractor”), insurance covering losses caused by pollution conditions that arise from the operations, including the completed operations, of such Hazardous Waste Contractor. Such insurance shall apply to bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured, cleanup costs and defense, including costs and expenses incurred in the investigation, defense or settlement of claims. The policies of insurance affording these coverages shall be written with limits in an amount not less than that set forth in the Supplemental Conditions. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants. The policies of insurance issued hereunder shall be written by an insurer acceptable to the District and shall be endorsed to include as insureds the District, its officers, agents, employees and representatives, Project Manager, Architect, CM, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives. If coverage is written on a claims-made basis, the Hazardous Waste Contractor shall warrant that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract and that continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years from Final Acceptance of the Work. If coverage is written on an occurrence basis, the District, its officers, agents, employees and representatives, Project Manager, Architect, CM, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives, shall be named as insureds on the Hazardous Waste Contractor's pollution legal liability policies for operations, including completed operations, relating to, or arising out of, work for the Project for a period of ten (10) years after Final Acceptance of the Work. At least five (5) working days' prior to any
Hazardous Waste Contractor’s commencing Work on the Site; Contractor shall provide the District with Certificates of Insurance evidencing the coverage required hereunder.

16.23 Contractor Obligations: Contractor agrees to comply with any and all terms and conditions of the policies of insurance provided by District and to comply with any and all claims handling procedures, loss prevention programs and other programs required by or related to the District’s OCIP as set forth herein. Contractor shall require Subcontractors, Sub-Subcontractors and all others covered by the District’s OCIP insurance policies to so comply. Contractor, its Subcontractors and Sub-Subcontractors shall furnish to the District, its OCIP Administrator, its designee or the insurers under the OCIP policies all information and documentation that such entity may require from time to time in connection with the issuance of policies under this Contract or the administration of the OCIP in such form and substance as such entity may prescribe and promptly comply with the recommendations of the OCIP insurers. Contractor shall not violate, or knowingly permit to be violated; any conditions of the policies of insurance provided by the District hereunder and shall at all times satisfy the requirements of the insurers issuing them. Contractor shall assure that all OCIP requirements imposed upon and to be performed by the Contractor shall likewise be imposed upon, assumed and performed by each Subcontractor and Sub-Subcontractor. If the Contractor, Subcontractors, Sub-Subcontractors or Excluded Parties should fail to comply with the requirements of this Section, the District may withhold payment due to the Contractor or suspend the work at the Contractor’s sole expense and without adjustment of the Contract Price or Contract Time until such time as the Contractor, its Subcontractors, Sub-Subcontractors and/or Excluded Parties have performed such obligations to the reasonable satisfaction of the District.

16.23 Minimum safety requirements cannot be changed by the district and or by the district representatives.
Disclaimer

It is recommended that these documents be reviewed by counsel before insertion into the bid specifications. Any changes to these documents must be reviewed by our office before including in any bid specifications. No changes can be made to any of the safety requirements listed herein.

Please send a copy of your final Bid Language regarding OCIP Insurance provision to Arthur J. Gallagher & Co.
How do I remove the insurance cost relating to the OCIP from my Bid? You will need to determine what you will pay for insurance for this particular project if your regular insurance carrier(s) were to provide the coverage for your work.

### PROJECTED WORKERS' COMPENSATION INSURANCE COST

**STEPS 1** - Determine the on-Site payroll for the job by multiplying the total estimated job hours and the prevailing wage rate.

<table>
<thead>
<tr>
<th>Labor Description</th>
<th>Worker's Comp Class Code</th>
<th>Total Estimated Job Hours</th>
<th>Multiply by Wage Rate</th>
<th>Total Estimated Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Masonry &gt; $19 hr</td>
<td>5028</td>
<td>300</td>
<td>$23.05</td>
<td>$6,915</td>
</tr>
</tbody>
</table>

**STEP 2** - Multiply the Estimated Payroll by your regular Workers' Compensation Rate and Divide by 100.

**STEP 3** - If you have Employer Liability on regular Work Comp policy, multiply this amount by your EL Increased Limit rate (For this example use 3.30) and divide by 100.

\[
\frac{1,445.92 \times 3.30}{100} = 47.71
\]

**STEP 4** - Take the Experience Modifier Rate shown on your Work Comp policy and multiply it by the subtotal above. (For this example use 1.25)

\[
1,493.63 \times 1.25 = 1,867.03
\]

**NOTE** - In addition to the above basic calculation, your existing work comp carrier may apply various credits (which reduce your Modified Premium) or debits (which increase your Modified Premium). Please contact your agent or call the OCIP Administrator (949) 349-9859 if you require assistance.
**PROJECTED GENERAL LIABILITY INSURANCE COST**

**STEP 5** – To determine the cost associated with General Liability coverage, you must know the rate and premium basis that your insurance carrier uses. General Liability premiums can be based on payroll, contract value, or receipts and the premium rates can be applied per 100 or per 1,000.

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Premium Basis</th>
<th>Rate per $100 or per $1000</th>
<th>GL Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>97447</td>
<td>Estimated Payroll: $6,915</td>
<td>2.98 Per 100</td>
<td>$206.06</td>
</tr>
</tbody>
</table>

$6,915 x 2.98 = $20,606.70  
$20,606.70 ÷ 100 = $206.06

**NOTE** – In addition to the above basic calculation, your existing General Liability carrier may apply various credits (which reduce your Modified Premium) or debits (which increase your Modified Premium). Please contact your agent or call the OCIP Administrator (949) 349-9859 if you require assistance.

**STEP 6** – Combine Project Workers’ Compensation Insurance Cost and General Liability Insurance Cost.

<table>
<thead>
<tr>
<th>Workers’ Compensation Insurance Cost</th>
<th>1,867.03</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability Insurance Cost</td>
<td>206.06</td>
</tr>
<tr>
<td>TOTAL INSURANCE COST FOR OCIP PROJECT</td>
<td>2,073.09</td>
</tr>
</tbody>
</table>

**STEP 7** – Estimate your costs for the job and subtract insurance cost for coverage provided by the OCIP.

<table>
<thead>
<tr>
<th>Original Bid Amount</th>
<th>$24,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Insurance Cost</td>
<td>-2,073.09</td>
</tr>
<tr>
<td>Adjusted Bid Amount **</td>
<td>$21,926.91</td>
</tr>
</tbody>
</table>

If you have any question regarding the above calculations please determine the total work hours for this project and contact your insurance broker for assistance in determining your Bid deductions. If you leave your insurance cost in the Bid and your competitor removes it he/she should be the lower Bidder with all factors being equal.
1. Contractor Information
Company Name: ____________________________
Address: __________________________________
City, State, Zip: ____________________________
Federal ID: ________________________________

2. Bid Information - see section 7 if you are subcontracting any work
Contract/Bid#: ____________________________
Scope of Work: ______________________________
If you are a subcontractor, who are you contracted with? ______________________________
Contract awarded on (date): __________________
This work expected to start (date): ____________
Self Performed: _____________________________
Subcontracted: ______________________________

3. Your contact Information Please indicate the person responsible for each item below:
<table>
<thead>
<tr>
<th>Contact Type</th>
<th>Name</th>
<th>Telephone#</th>
<th>Fax #</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Worker's Compensation Insurance Information

<table>
<thead>
<tr>
<th>WC Class Code</th>
<th>Labor Description</th>
<th>Estimated Job Hours</th>
<th>Estimated Payroll</th>
<th>Rate per $100 Payroll</th>
<th>WC Premium = (Payroll/100 X Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total: __________________
Employer's Liability increased Limits Factor
Limits Premium = (Sub-Total X Increased Limits Factor):
(WC Premium Sub-total + Limits Premium) = Sub-Total:
Experience Modifier:
Modified Premium = (Limits Premium X Experience Modifier):
Describe other credit or debit applied:
Describe other credit or debit applied:
Describe other credit or debit applied:
Describe other credit or debit applied:
Describe other credit or debit applied:

5. General Liability Insurance Information:

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Labor Description</th>
<th>Rate</th>
<th>Premium</th>
<th>GL Rates are based on:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>_ Payroll</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>_ Contract Value</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>_ Receipts</td>
</tr>
</tbody>
</table>

Rates are applied: _ per $100 _ per $1000

6. Excess Liability Information:

$ Premium
Excess Premium is based on: Flat Charge Payroll Contract Value Receipts
Rates are applied: _ per $100 _ per $1000

7. Subcontracted Work associated with this Contract:

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Contract #</th>
<th>Contract Amt</th>
<th>Contact Name</th>
<th>Contact Phone #</th>
</tr>
</thead>
<tbody>
<tr>
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I hereby warrant that this worksheet accurately reflects the total projected insurance costs (for bidder and all subcontractors associated with this work) that would apply if my regular insurance program were to provide coverage for this work. Attached are the worksheets for the subcontractors associated with this work.

Signature: ____________________________ Date: ____________________________
Printed Name: ____________________________
Title: __________________________________
ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP)

OWNER CONTROLLED INSURANCE PROGRAM (OCIP) MANUAL

District

Site Code: tbd

PREPARED BY:

ARTHUR J. GALLAGHER & CO. – ORANGE COUNTY
15 ENTERPRISE, SUITE 200
ALISO VIEJO, CA 92656
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INTRODUCTION

The District has implemented an Owner Controlled Insurance Program (OCIP) for the construction of this project. This manual was prepared by Arthur J. Gallagher & Co., who is the insurance broker and OCIP administrator for this project. The manual is designed to identify, define and assign responsibilities for the administration of the OCIP.

What this Manual Does:
- Generally describes the OCIP
- Identifies responsibilities of the various parties involved in the OCIP
- Describes some audit and administrative procedures
- Provides answers to basic questions about the OCIP

What this Manual Does Not Do:
- Provide coverage interpretations. The actual terms and conditions of the OCIP policy will determine coverage.
- Provide complete information about coverages
- Provide answers to specific claims questions.

Certain insurance coverages are being provided for the term of your contract at no cost to you. These manual details the coverages provided the steps necessary to enroll, and the procedures in the event of a claim. Since the District will pay the insurance premiums for the OCIP coverages described in this manual, you should notify your insurer(s) to delete from your insurance program charges and coverage for the on-site activities of this Project that are covered under the OCIP.

Note: Insurance coverage and limits provided by the OCIP are specific to this project. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

The District reserves the right to terminate or modify the OCIP or any portion thereof. If the District exercises this right, Enrolled Contractors and Subcontractors of any tier will be provided notice as required by the terms of their individual Contracts. At its option, the District may procure alternate coverage or may require Contractors and Subcontractors of any tier to procure and maintain alternate insurance coverage.

To enroll in the program, the “Request for Insurance” Form 2, included in this manual, must be completely filled out and returned to Arthur J. Gallagher & Co. along with the insurance Certificate described in Section IV, Enrollment Procedures. Coverage under the OCIP is mandatory but not automatic for all eligible Contractors. Your participation in the OCIP is not complete until you receive confirmation from the OCIP Administrator at Arthur J. Gallagher & Co.
Since your subcontractors will also be covered by the OCIP while performing work at the project site, it is important that you provide a list of all subcontractors to the Construction Manager and Arthur J. Gallagher & Co. Once identified, your subcontractors will receive a copy of this manual.

Should you have any questions regarding the OCIP, please contact:

Heather Lawson
(800) 877-8218 ext. 2205
(866) 741-2481 Fax
Arthur J. Gallagher & Co.
National Wrap up Administration
12444 Powerscourt Drive
St. Louis, Mo. 63131

Arthur J. Gallagher & Co.
15 Enterprise, Suite 200
Aliso Viejo, CA 92656
(949) 349-9800

Sue Lezatte ext. 840
John G. Chino ext. 827
Bruce Beardsley (949) 759-8355

ASCIP, the District and Arthur J. Gallagher & Co. are committed to safety on the job site, and expect all contractors to share in this commitment.
COVERAGE SUMMARY

This section outlines the coverages provided for you by the OCIP. The District makes no warranty or representation that the OCIP coverages constitute an insurance portfolio, which adequately addresses all the risks faced by the contractor. Permission is granted by the District should you desire to supplement coverages provided by the OCIP at your expense.

Disclaimer: The information in this manual is intended to outline the OCIP. IF any conflict exists between this manual and the OCIP insurance policies or Contracts between the District and Contractor, the policies or Contracts will govern.
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Insurance Carrier: Liberty Mutual Insurance Company

Policy Term: Date of Contract until project completion

*Named Insured: ASCIP (Alliance of Schools for Cooperative Insurance Programs and any tier of contractor, subcontractor and sub-subcontractors thereof, or other entity or person while performing work at an ASCIP project and for whom the Owner has agreed by contract to provide an Owner Controlled Insurance Program).

Interest: Covering only on-site operations related to the ASCIP project.

Limits of Liability:
Workers' Compensation
Statutory Benefits - Applicable States

Employers Liability:
Bodily Injury by Accident $1,000,000 Each Accident
Bodily Injury by Disease $1,000,000 Each Employee
Bodily Injury by Disease $1,000,000 Policy Limit

Coverage Exclusions:
Contractual liability
Punitive or exemplary damages
Injury to illegally employed persons (under certain circumstances)
Injuries covered by the workers' compensation statute or similar laws
Intentional injury
Injuries sustained outside the United States, its territories or possessions, or Canada, except with respect to citizens of the United States or Canada who are temporarily outside of these countries
Employment-related practices
Fines or penalties imposed for a violation of a federal or state law
Injuries covered under a federal compensation act
Designated Workplaces Exclusion Endorsement

* There will be a separate policy issued to each contractor or subcontractor as individual Named Insured. You will receive your policy after all the necessary forms have been completed and your enrollment has been confirmed. The OCIP Insurance Carrier will track Worker's Compensation losses associated with this project along with your payroll and will submit this information for inclusion in the calculation of your Experience Modifier.
NOTE: This policy applies only to operations related to the project conducted at the location designated below and operations necessary or incidental thereto:

District

Coverage Extensions:
- Voluntary Compensation
- USL&H Coverage - If Any
- Other States Coverage
- Voluntary Compensation
- Broad Named Insured
- Knowledge of Occurrence
- Unintentional Failure to Disclose Hazards
- Maritime Exclusion
- Notice of Occurrence
- Joint Ventures as Insureds
COMMERCIAL GENERAL LIABILITY

Insurance Carrier: Liberty Mutual Insurance Company

Policy Term: From start of project until completion plus 10 years completed operations.

Named Insured: (1) Alliance of Schools for Cooperative Insurance Programs (ASCIP)

And

(2) All tiers of contractors, subcontractors and sub-subcontractors as their interests may appear, who work on the project and for whom ASCIP Member as agreed by contract to provide coverage under the Owner Controlled Insurance Program.

Interest: This policy applies only to operations related to the project conducted at the location designated below and operations necessary or incidental thereto:

District
Limits of Liability:  
**Primary:**  
$4,000,000 General Aggregate, per project  
$4,000,000 Products/Completed Operations Aggregate  
$2,000,000 Personal Injury and Advertising Injury  
$2,000,000 Each Occurrence  
$100,000 Fire Damage (any one fire)  
$5,000 Medical Payments (each accident)

Coverage:  
Products/Completed Operations - coverage to be extended for 120 months after completion of all work at project site.  
Breach of Contract (Defense Costs Only) $50,000  
Crisis Intervention Coverage $250,000  
Blanket Contractual  
Blanket Contractual of "X", "C", and "U" Hazards  
Non-Owned Watercraft coverages  
Incidental Medical Malpractice  
Fellow Employee Coverage  
Unintentional Failure to Disclose Hazards  
Notice of Occurrence Endorsement (see Coverage Glossary)  
Knowledge of Occurrence Endorsement (see Coverage Glossary)

Limitations:  
This policy **does not** apply to any of the following as Insureds:

1. Any person or organization while fabricating or manufacturing materials away from the designated locations,
2. Any contractor, subcontractor, supplier, vendor, or common carrier who will have employees engaged in work at the project location who are not provided Workers' Compensation and Employer's Liability coverage under the Owner Controlled Insurance Program,
3. Any architect, engineer, or surveyor and their consultant, relating to professional liability,
4. Any other person or organization while transporting equipment to or from the designated location,
5. **Any person or organization that has not completed enrollment in the OCIP.**

Key Exclusions:  
Aircraft, Auto or Watercraft  
Employment Related Practices  
Broad Form Nuclear  
Engineers, Architects or Surveyors Professional Liability  
Asbestos  
Discrimination  
Total Pollution  
Exclusion of Certified Acts of Terrorism  
Alaska Exclusion of Certified Acts of Terrorism  
Nuclear Energy Liability Exclusion  
Exterior Insulation Finishing Systems  
Fungi, Bacteria or Mold  
Abuse or Molestation  
Rip & Tear  
Professional Liability
COVERAGE GLOSSARY

Notice of Occurrence

The rights of the Named Insured shall not be prejudiced under this policy, if there is a failure to give notice of an occurrence solely due to the Insured's reasonable belief that bodily injury or property damage is not covered under this policy.

Knowledge of Occurrence

Coverage is to be modified so that it is understood and agreed that knowledge of an occurrence by the agent, servant or employee of the insured shall not in itself constitute knowledge to the insured unless the Insured's corporate insurance department shall have received first notice from its agent, service or employee.

Unintentional Non-Disclosure of Hazards

The unintentional failure of the Named Insured to disclose all hazards existing as of the effective date of this policy shall not prejudice any insured with respect to the insurance afforded by the policy.
EXCESS LIABILITY

Insurance Carrier: Westchester Surplus Lines Insurance Company

Policy Term: From date bound until project completion plus 10 years completed operations

Named Insured: Alliance of Schools for Cooperative Insurance Programs (ASCI P) and all tiers of enrolled contractors and subcontractors

Interest: Coverage in respect of the Insured's on-site operations, solely with respect to the construction of the specified ASCIP projects.

Limits of Liability: $25,000,000 per Occurrence
$25,000,000 in the Aggregate

Conditions: Terms and conditions per policy on file with ASCIP and the District

Exclusions: Asbestos
CCC (R&P)
Discrimination
Aircraft products
Employment related practices
Total pollution
Nuclear
Professional liability
Violation of communication laws

Notable Endorsements & Exclusions:

Service of Suite Clause – California
Exclusion of Certified Acts of Terrorism
Exclusion of Terrorism
U.S. Economic Trade Sanctions Endorsement
Biological Contaminants (Mold) Coverage Extension (Without Residential and Faulty Work Exclusions)
Bodily Injury – Amendment of Definition
Cancellation – Variable Minimum Earned Premium
EIFS Endorsement
Non-Owned Disposal Site Coverage Endorsement
Schedule of Insureds – School Districts for whom coverage will be provided will be scheduled
Transportation Endorsement
Self Insured Retention Endorsement
Owner Controlled Insurance Program Endorsement
Contractual Liability
Employers Liability
CONTRACTORS POLLUTION LIABILITY

Insurance Carrier: Liberty Surplus Insurance Corporation

Policy Term: July 1, 2010 to July 1, 2013

Named Insured: (1) Alliance of Schools for Cooperative Insurance Programs
               (ASCIP)
               and
               (2) All tiers of contractors, subcontractors and sub-subcontractors as
               their interests may appear, who work on the project and for whom ASCIP
               Member as agreed by contract to provide coverage under the Owner
               Controlled Insurance Program.

Limit of Liability $5,000,000 Each Claim
                 $5,000,000 Policy Aggregate
BUILDERS RISK INSURANCE

ASCIP has arranged necessary Builder's Risk insurance for the project during the entire construction phase for ASCIP Member District*. The coverage protects the interest of all involved parties including the District, ASCIP and all contractors and subcontractors. This insurance does not protect certain property of contractors used at the construction site, including contractors’ tools and equipment (including office trailers, tool sheds and any other temporary structures) not intended to become a permanent part of the project. The following are details of the coverage:

Named Insured: Alliance of Schools for Cooperative Insurance Programs (ASCIP)

Contractor's Interest: Contractor's Interest in property covered to the extent of the Insured's liability by law or assumed by contract whether written or oral.

Property Insured: Real and Personal Property including construction materials intended to become a permanent part of the project.

Location Insured: Specified project site.

Property Not Insured: Including, but not limited to, all property of contractors and subcontractors which is not incorporated into the project. Examples of this are contractors' tools, scaffolds, machinery, cranes, earthmoving equipment, consumables, office trailers, tool sheds and any other temporary structures not intended to become a permanent part of the project.

Property in transit, including while at contractors' shops during fabrication and/or at temporary storage locations, is not insured.

Valuation: Repair or replacement coverage on all insured property.

Limit of Protection: $50,000,000 per occurrence blanket real and personal property damage caused by “All Risk” perils per policy form.

* The Builders Risk coverage shall only apply for those ASCIP Member District’s participating in the ASCIP Core Property Program.
III. COVERAGES NOT INCLUDED IN THE OCIP

1. **Automobile Insurance**
   
The OCIP does not include Automobile Liability and Physical Damage Insurance for licensed vehicles.

2. **Off-Site Workers’ Compensation**
   
The OCIP only covers work-related injuries occurring at the work site. It does not cover Workers’ Compensation risks associated with your other jobs or activities.

3. **Off-Site General Liability**
   
The OCIP only covers third-party liability claims arising from activities at the work site. It does not cover liability risks associated with your other jobs or activities.

4. **Tools, Equipment and Machinery**
   
The OCIP does not cover loss of, or damage to, your tools and equipment at the job site. Nor does it cover your employee’s tools or equipment. Other property such as scaffolds, machinery, crane, earth-moving equipment, consumables, office trailers, tool sheds and any other temporary structures not intended to become a permanent part of the project is not covered under this OCIP.

   Property in transit, including while at contractor’s shops during fabrication and/or at temporary storage locations, is not insured.
a. IV. ENROLLMENT PROCEDURES

1. Complete attached application (Request for Insurance Form 2) and fax or (e) mail to:

   Heather Lawson
   Arthur J. Gallagher & Co.
   National Wrap up Unit
   12444 Powerscourt Drive
   St. Louis, Mo. 63131
   (800) 877-8218 ext. 2205
   (866) 741-2481 Fax
   Heather_lawson@ajg.com

2. Attach a certificate of insurance in accordance with the OCIP enrollment provisions in the General Conditions evidencing primary Auto Liability and Workers’ Compensation, and General Liability for Project-Related Operations performed away from the OCIP Project Site. Contact your Insurance Agent for this certificate (a sample is included). It is your responsibility to notify your Insurance Agent to exclude all work to be done at this Project Site from your regular GL and WC policies.

3. Arthur J. Gallagher will send a Certificate of Insurance evidencing your coverage under the ASCIP/OCIP program. This certificate is required by the District to obtain access to the job site. You should keep this certificate as evidence of your participation in the OCIP. It may be required by your regular insurance company to avoid duplication of insurance charges.
Article 6  Form Completion Instructions
(a) Insurance Application

It will be the responsibility of each contractor to see that each of its subcontractors complete the required forms. Failure of a subcontractor to complete these forms could result (at Owner's discretion) in payments to contractor and/or subcontractor being withheld.

The forms are used to determine a firm's eligibility for coverage under the CIP. Completion of the forms does not guarantee enrollment into the program.

FORM 2: CIP Insurance Application

This form must be submitted to AJGCo. For each contract issued by the successful Contractor and/or Subcontractor prior to site mobilization. AJGCo. Will determine eligibility and issue a certificate of insurance showing the insurance coverage being provided under the CIP.

COMPLETION INSTRUCTIONS

1. Contractor/Subcontractor Information:
   - Fill in your company's complete legal name and d.b.a. including names of partners, sole proprietor's name, or joint venture partners.
   - Fill in your company's complete address.
   - Fill in name of field, payroll and insurance contact information: name, telephone, fax number and email address.
   - Fill in your federal identification number and SIC code.
   - Input your experience mod effective date
   - Input your Bureau (NCCI) ID number
   - Input your workers compensation policy period
   - Circle the appropriate field describing status
   - Fill in type of services your firm will be doing at the project site.
   - Fill in the Bid Pack number
   - Fill in any contract or specification number under which your contract falls.
   - Fill in the estimated start date of your work.
   - Fill in the estimated completion date of your work.
   - Fill in the dollar amount of your contract.
   - Fill in the dollar amount of your contract that you will be subcontracting to others.
   - Fill in the dollar amount of your payroll for work performed by your own labor.
Article 6

3. Workers’ Compensation Insurance Information:
   - Identify the Workers’ Compensation Labor Descriptions - Can be obtained from your Workers’ Compensation policy.

4. WC Class Code Number:
   - Fill in appropriate class code - Can be obtained from your Workers’ Compensation policy or from your insurance agent.

5. On Site Job Hours:
   - Fill in the estimated on-site man-hours by workers’ compensation classification

6. Wage Rate:
   - Fill in the applicable wage rate by workers’ compensation classification.

7. Payroll Estimate:
   - Fill in the estimated payroll at the job site per workers’ compensation class code.

8. Total On Site Hours:
   - Fill the total on site hours

9. Total Payroll:
   - Fill in the total payroll

10. Subcontractor Information:
    - List the name of all subcontractors associated with your work at the project site
    - List the subcontractors contact name and telephone number
    - List the subcontractor’s contract number and contract amount.
1. Your Company Name: ____________________ FEIN# ________________ (Tax ID #)
Address: ________________________________ City: __________________ State: _______ Zip code: ______
Your WC Experience Mod. Rating Factor: ______ Your Exp. Mod Effective Date: ______ (usually your WC effective date)
Bureau ID # (NCCI): ______________________ Policy Period: From _______ to _______
Status: □ Construction Manager □ General Contractor □ Subcontractor of (name) ____________

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone#</th>
<th>Fax#</th>
<th>Email Address</th>
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<tbody>
<tr>
<td>Proj.Mgr.</td>
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<tr>
<td>Payroll</td>
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<tr>
<td>Insurance</td>
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<td>Safety</td>
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2. Scope of Work to be performed: ____________________ Bid Pack #: ___________ Contract #: ____________
Estimated Start date: ___________ Estimated Completion Date: ___________
Total Contract Amount: $ ___________ Amount Subcontracted to Others: $ ___________
Amount Self Performed: $ ___________ Payroll For Self Performed Work: $ ___________

a) WORKERS’ COMPENSATION & EMPLOYER’S LIABILITY – For Self Performed Work at the Project Site

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8. Total Onsite Hours 9. Total Payroll

10. List the Subcontractors and corresponding contract numbers and values associated with your work.

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Contact Name</th>
<th>Phone No</th>
<th>Contract Number</th>
<th>Contract Amount</th>
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2) CONTRACTOR’S INSURANCE INFORMATION

Each contractor must attach a certificate of insurance evidencing off-site coverage for Workers’ Compensation, General Liability and Auto Liability coverage and indicate that your GL and WC coverages exclude your work on the Port of Elizabeth-Zurich. Contact your insurance agent for this certificate. It is your responsibility to notify your insurance agent to exclude all work to be done from your regular WC and GL policies. This certificate must also name Sponsor as an additional insured. A sample certificate of insurance is included with this package.

ASSIGNMENT BY CONTRACTOR OR SUBCONTRACTOR FOR SPONSOR

CONTROLLED INSURANCE PROGRAM

The undersigned, a contractor or subcontractor under construction contract with Sponsor in consideration of the agreement of Sponsor to arrange insurance and pay premiums as provided by said contractor for the contractor and for each subcontractor for any tier thereunder, and for other good and valuable consideration hereby assigns to sponsor all return premiums, premium refunds, dividends, and any monies due or to become due to the undersigned in connection with said insurance.

Authorized Contractor
Representative ______________________ Date ______________________

This insurance application – Form 2, along with the off-site certificate of insurance must be sent to:

Heather Lawson
12444 Powerscourt Drive
St. Louis, Mo. 63131
(800) 877-8218 ext. 2205
(866) 741-2481 Fax
Heather_lawson@aig.com
# ACORD CERTIFICATE OF LIABILITY INSURANCE

**Producer:**
Your Insurance Agent

**Insured:**
Your Company Name

**Insurers Affording Coverage:**
- RELEASE Your Insurance Company
- RELEASE Your Insurance Company
- RELEASE

**Coverages:**
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any endorsement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>Limits</th>
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<tbody>
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<td>General Liability</td>
<td>Commercial General Liability Claim Made</td>
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<td>01/01/2001</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>CLAIM MADE</td>
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<td>INSURED</td>
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<td>LIMIT APPLIED PER POLICY</td>
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<tr>
<td>Automobile Liability</td>
<td>Auto Liability All Owned Autos</td>
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<td>01/01/2001</td>
<td>01/01/2001</td>
<td>TOTAL LIABILITY $1,000,000</td>
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ARTICLE 6
V. MONTHLY PAYROLL REPORTING AND FINAL AUDIT

The ASCIP/ District require that all contractors submit a monthly report of man-hours and payroll to Arthur J. Gallagher & Co. as per the following form.

"WE DON'T AND WON'T ACCEPT CERTIFIED PAYROLL REPORTS"

It is the Prime Contractor's responsibility to insure that this information is provided monthly by all subs.

THE CONTRACTORS AND ALL TIERS OF SUBCONTRACTORS WILL MAKE THEIR PAYROLL RECORDS AVAILABLE TO THE INSURANCE COMPANY AUDITOR AT ANY TIME DURING THE POLICY PERIOD AND UP TO THREE YEARS AFTER COMPLETION OF THE PROJECT.

Payroll: Payroll shall include the total remuneration and hours worked for all employees working on the Project Site, including the cost of board and lodging where it is considered part of an employee's earnings.

Payroll Records: All payroll records on ASCIP projects should be kept separate from all other work. This will make the audit process easier and will permit your regular insurance company to exclude this payroll from your off-site insurance charges.

Payroll Reports: Payroll reports should be sent to Arthur J. Gallagher within two weeks following end of prior month. You should use the same workers' compensation codes and classifications as shown on your current workers' compensation policy. Show only total hours and total payroll for each classification of employees. The report can be handwritten and faxed, hold the original copy in your file. If you have more than one contract and/or work order, please either 1) complete a Form for each awarding contractor or, 2) show which payroll applies to which contract.

Overtime: Earnings for overtime should be included only at the normal hourly rate. Overtime means those hours in excess of 8 hours worked each day, 40 hours in any week or on Saturdays, Sundays, or holidays, but only when there is an increase in the hourly rate to work such hours. If you do not wish to make this conversion, include overtime and double time in the boxes provided on the form and we will calculate straight time for you. Job Hours reports should include overtime hours.

This form must be completed monthly by all contractors and subcontractors for each contract awarded. The completed form is to be faxed or mailed to us within two weeks following the end of the payroll-reporting period. The Contractor will be responsible to enforce the submission of this form by their subcontractors. Computer generated payroll reports are acceptable if similar information is provided. We will forward your company a supply of these forms.
Article 6 COMPLETION INSTRUCTIONS

1. **Month Ending:** Indicate the month for which you are reporting payroll. If payroll is not reported monthly, indicate payroll duration.
2. **Contractor Name:** Your firm's name.
3. **Your Contract With:** Insert whom your contract is with.
4. **Contract #:** Contract or Specification number under which your work may fall.
5. **Workers' Comp. Classification Code:** Can be obtained from your Workers' Compensation policy, your insurance agent or the information you supplied on the enrollment form you completed (Form 2).
6. **Man-hours and Payroll:** List man-hours and Gross Payroll including overtime, indicating the amount that is overtime or double time for each class code. List one cumulative monthly figure for all employees who fall under each class code. There is no need to breakout figure on a per employee basis.
7. **Sign and Date Form.**
District

(Complete a Separate Form for Each Contract)

CONTRACTOR OR SUBCONTRACTOR WILL NOT BE PAID IF THIS REPORT IS NOT SUBMITTED WITHIN THE ALLOTTED TIME FRAME

MONTH: __________ -OR-  FROM: _______________ to: _______________

Article 6 MONTHLY ON-SITE PAYROLL REPORT

WRAP-UP INSURANCE PROGRAM

CONTRACTOR NAME: ____________________________________________

WORKING UNDER CONTRACT WITH: ________________________________

CONTRACT #: __________________________________________________

<table>
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<th>WORKERS' COMPENSATION CLASSIFICATION CODES</th>
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* You do not need to list out individual employee payroll information. Summarize employee payrolls by class code and only report one payroll amount per code.

I CERTIFY THAT THE DATA SHOWN ABOVE IS CORRECT.

Signed_________________________________________  Title_________________________________________

Date________________________________________

Return Form to:  
Heather Lawson  
12444 Powerscourt Drive  
St. Louis, Mo. 63131  
(800) 877-8218 ext. 2205  
(866) 741-2481 Fax  
Heather-lawson@ajg.com

Note: Payroll reports are due to AJGCo. Prior to the 15th of every month. If you choose to fax your monthly payroll reports you will not need to mail a copy.
Section 7.02 FORM 6: Notice of Work Completion

Contractor needs to complete this form when submitting final payroll report for verification that all requirements of the Wrap-Up have been met.

1. **Contract #:**
   The Contract or Specification number(s) relating to the work at the Job Site(s).

2. **Contractor:**
   Construction Manager, Contractor, Subcontractor, Sub-subcontractor.

3. **Job Site:**
   The description of Project Site.

4. **Work Performed:**
   Type of work performed. (Example: Concrete, Excavation, Supervisory, etc.)

5. **Work Completed By:**
   Display names of Construction Manager, Contractor, Subcontractor or Sub-subcontractor as completing work.

6. **Date Contract Completed:**
   Fill in appropriate date the work on this contract was completed.

7. **Date Total Work Completed:**
   Fill in appropriate date that all work at the Site was completed. NOTE: If only one contract, these dates are the same. If more than one contract, this is the date ALL work at the Site is complete.

8. **Subcontractors or Sub-Subcontractors included in the work:**
   Names of all Subcontractors of all tiers and associated with the terminating Construction Manager, Contractor or Subcontractor of all tiers.

9. **Location of Payroll:**
   Location of payroll records for Construction Manager, Contractor, and Subcontractors of all tiers.

10. **Sign Form:**
    Signature of Project Manager.

11. **Return Completed Form:**
    Return the completed form to AJGCo. For our verification that Contractor or Subcontractor has complied with the Wrap-Up document requirements.
NOTICE OF WORK COMPLETION
Form 6

1. Contract #: _____________________________
2. Contractor: _____________________________
3. Job site: District
4. Work Performed: _____________________________
5. The following Contractor or Subcontractor has completed his Work at the Project Site and is being processed for final payment: (Indicate whether Contractor or Subcontractor)
   _____ Contractor
   _____ Subcontractor (Tier)
6. Date this contract completed: _____________________________
7. Date total work completed: __________ Final Payroll Amount: __________
8. Final Contract Value: __________
   Subcontractors of all tiers, which are included in this Work (Add attachment if more space is needed)
   Name _____________________________
   Name _____________________________
   Name _____________________________
9. Final Insurance Audits may be made from payroll and other records located at:
   Contractor: _____________________________
   Subcontractor: _____________________________
10. (Signed By) _____________________________ Authorized Representative
11. Return completed form to:
    Heather Lawson
        12444 Powerscourt Drive
        St. Louis, Mo. 63131
        (800) 877-8218 ext. 2205
        (866) 741-2481 Fax
        Heather_lawson@ajg.com
VII. CONTRACTORS' SAFETY REQUIREMENTS

Minimum Safety Requirements:

Minimum qualifications for contractor enrollment are subject to the following:

- EMR - 1.25 mean average measured over a 5-year history
- Drug Program Pre-Assignment to job site
- 6' Fall Protection, harnesses and lanyards required in lieu of other protective means.
  Exceptions: ladders, scissor lifts, aerial baskets or scaffolding
- No more than 5 serious violations within 5 years
- No more than 2 serious repeat in 5 years
- No willful violations
- Hardhats & Safety Glasses are required at all times & other Personal Protective Eyewear (PPE) as required by work being conducted

Medical Provider Network:

Recent changes in California's workers' compensation law, specifically SB 899, now allow insurers and self-insured employers to direct injured employees to a medical provider network (MPN) for medical treatment if they receive state approval for the network.

In response to these changes, your employer has implemented a MPN, effective February 3, 2005 for any workers' compensation claims. Your employer has chosen the Liberty Mutual Group MPN that has been approved by the state. For all work-related injury or illness the physicians and providers in the Liberty Mutual Group MPN will provide you with medical treatment and services.

Below is a summary of the Liberty Mutual Group MPN and your responsibilities if you have a work-related injury or illness. You have also received more detailed information regarding the MPN with this letter.

**PROVIDER PREDESIGNATION** - You may pre-designate your physician(s) prior to injury if you have previously received care with the physician(s). The attached form (Form A) must be signed by you and the physician(s) must agree to be your primary treating physician. If the physician(s) does not agree to continue as your primary treating physician then you will be required to seek medical care with a physician in the MPN.

**IF YOU HAVE A WORK-RELATED INJURY OR ILLNESS** - If you need emergency care go to the nearest medical center and contact the number above as soon as possible but no later than forty-eight hours after emergency treatment. For non-emergency situations, you may use either your pre-designated physician or contact your supervisor to find out which initial treating MPN provider is available. The MPN has primary treating physicians and providers that are available within 15 miles or 30 minutes or specialty care within 30 miles or 60 minutes from your work or residence. For initial treatment the MPN physician will schedule an appointment for you within 3 business days from the date you request treatment within the MPN. If you require additional services beyond your initial visit, you may use any provider, appropriate to your injury, within the MPN. If you have difficulty in getting an appointment or need any assistance in locating a provider contact your supervisor or the Claims Case Manager.

**IF YOU ALREADY HAVE A WC CLAIM AT THE TIME YOU RECEIVE THIS NOTICE** - Contact your supervisor. You may qualify to continue treatment with your current provider under the Liberty Mutual Group MPN Transfer of Care Plan if your condition is acute, serious or chronic, if treatment is for remission, is to prevent deterioration, is a terminal illness or for a scheduled surgery or procedure that will occur within 180 days. Contact your supervisor or Claims Case Manager for questions or advice on your options.
OBTAINING AUTHORIZATION PRIOR TO TREATMENT - Your treating physician must obtain prior authorization for medical treatment and services. The following requests should be directed through Liberty Mutual’s Utilization Management department by calling the toll-free number of 1-800-664-CARE (2273): Diagnostic tests, in-patient hospitalization, occupational therapy, out-patient surgery & procedures and pain management including: IDET and nucleoplasty procedures, injections, acupuncture, morphine pumps and spinal cord stimulators, physical therapy, psychiatric treatment and work conditioning and work hardening. The Liberty Mutual Utilization Review Unit will review your physician’s treatment or service request to determine the medical necessity and will render a certified (approval) or non-certified (non-approval) decision. You and your physician will receive a utilization review determination notification letter. Non-utilization review treatment areas that the Liberty Mutual Claims Case Manager or Nurse Case Manager may review include: Durable Medical Equipment, Home Nursing Care, Medications, Office Visits, except psychiatric treatment, routine laboratory tests and treatment evaluations other than physical therapy, occupational therapy and chiropractic evaluations. For these non-utilization review treatment areas you will be notified as to the authorization or non-authorization of your physician’s request by the Claims Case Manager or Nurse Case Manager.

APPEAL PROCESS FOR NON-CERTIFICATIONS - If your medical treatment or service request is non-certified you may request an appeal by following the Appeal instructions in the utilization review determination notification letter.

PHYSICIAN CHANGE AND REQUESTS FOR A SECOND OR THIRD OPINION - You may change physicians within the MPN at any time as long as the provider is appropriate to treat your injury. If you dispute the diagnosis or treatment prescribed by your treating physician, you may request two additional opinions from other MPN physicians. To file a dispute, you must inform your employer or the Claims Case Manager that you dispute your treating physician’s opinion and request a second or third opinion. You must select a physician or specialist from the list that your employer has of the available MPN providers and make an appointment with the second or third opinion physician within 60 days. You must notify the Claims Case Manager of your appointment date. If the appointment is not scheduled within 60 days of receipt of the list of the available MPN providers, then you will have waived your rights to the second and third opinion process with regard to this disputed diagnosis or treatment of this treating physician. During this process, you must continue your treatment with your current treating physician or with another physician of your choice within the MPN. At the time of selection of the third opinion physician, if you dispute the second physician’s opinion, the Claims Case Manager will notify you about the Independent Medical Review process and provide you with an “Application for Independent Review” form. If you need assistance contact your supervisor or your Claims Case Manager.

TERMINATED MPN PROVIDERS AND CONTINUITY OF CARE - If your physician terminates from the MPN, we will advise you on your options for continued treatment as approved under the Liberty Mutual Group MPN Continuity of Care Plan. In some instances, the terminated physician may continue to treat you through the Continuity of Care plan. Copies of the plan are available upon request. Contact your supervisor or Claims Case Manager if you have questions or need advice on your options.

CONFIRMATION OF RECEIPT OF NOTIFICATION INFORMATION - In order to confirm that you have received appropriate notification regarding the Liberty Mutual Group MPN please complete and signs the attached form (Form B). Form B must be returned to your supervisor or Claims Case Manager at the time you first receive employee notification information about the MPN. This may occur at the time your employer distributes information about the MPN, at the time of hire, at the time of your report of injury or at the time you transfer into the MPN.

For any questions relating to the MPN, Compensability, Benefits, Continuity of Care Plan or Transfer of Care Plan please contact your supervisor or your Claims Case Manager.

To report a workers’ compensation injury or illness, please immediately contact your employer or the Claims Case Manager at the above listed telephone number.
Safety Programs

Each contractor will have a written safety program on the job site.

- Each prime contractor is completely responsible for compliance of all its sub-contractors safety requirements.
- District Project Construction Manager will be provided with a copy of all programs.
- Each contractor will maintain on-site a written Hazard Communication/Employer Right-to-Know Program. A copy will be provided for District's Construction Manager.
- Each contractor's safety activities will be audited based on requirements of its own safety program. Certain minimum standards will apply.
- Subcontractors or sub-subcontractors, which may not now have a written program, may elect to fall under their prime's safety program.
- Should that option be used, each sub or sub-sub is required to submit a letter to the District's Construction Manager indicating it will use that option, that he has a copy of the program and is familiar with the safety requirements under that program and intends to comply with it. Those subs and sub-sub's will be held to the same standard as the prime whose program they elect to use.
- Should a prime or subcontractor not currently have a written safety and hazard communication program, Arthur J. Gallagher & Co. will provide an outline of a generic program for use by the contractor in structuring its own version, should it chose.
- Straight adoption of these programs will not be an acceptable option. Each contractor's safety program must be tailored by that contractor to reflect the specific exposures encountered by its tradesmen. Arthur J. Gallagher & Co. and Liberty Mutual Insurance Company will offer assistance in this area if requested.
- All contractors should submit their safety programs to the District's Construction Manager before they begin work.
Safety Committee

Each prime and those major subcontractors selected by the ASCIP’s Construction Manager will appoint a Safety Coordinator.

- Safety Coordinators will be required to attend a Safety Training Session by Arthur J. Gallagher & Co. and Liberty Mutual Insurance at the time of the pre-construction conference.
- The Safety Coordinators will form the Safety Committee.
- Safety Committee Meetings will be held as called by the District’s Construction Manager. These meetings will usually occur once each month. Attendance by Safety Coordinators is mandatory.
- Safety Coordinators will be required to accompany Arthur J. Gallagher and Liberty Mutual on tours of the job site for the purpose of training in hazard recognition.
- Superintendents/supervisors will be permitted to act as Safety Coordinators.

Accident Investigations

Each contractor and subcontractor is required to submit written accident investigations.

- Liberty Mutual Insurance Company and/or Arthur J. Gallagher representatives will make accident investigation forms available for any contractor who does not currently have them.
- Arthur J. Gallagher and/or Liberty Mutual Insurance Company representatives will review all accident investigation reports for quality.

Safety Meetings

Each contractor, subcontractor and sub-subcontractor is required to conduct safety meetings on the job site as directed by its established safety program.

- Minimum standards for number and quality of these meetings will be established for the job.
- A notebook of safety talk topics will be maintained the Construction Office for those companies who wish access to additional topics.
- Joint safety meetings may be conducted by or with the prime and/or other subs.
- The resulting safety meeting report must clearly identify each employee listed - by contractor, subcontractor or sub-sub.
- All safety-meeting reports will be reviewed by safety representatives from Arthur J. Gallagher & Co. and/or Liberty Mutual Insurance for quality and timeliness. The results of those reviews will be submitted to ASCIP’s Construction Manager for his actions.
**Self-Inspections**

Each prime and subcontractor must conduct job-site inspections on a regular basis. While these inspections may conform to the requirements of the contractor's own safety program, they are subject to minimum standards established for the job.

- Joint inspections or inspections conducted by a prime contractor for a sub must be identified as such. Documentation of these inspections must clearly identify the name of the person who did the inspection and each of the contractors, subcontractors, and sub-sub for whom the inspection was made.

- Inspection follow-up will be performed by each contractor to ensure corrections have been accomplished.

- The quality of inspections will be audited by Arthur J. Gallagher & Co. and Liberty Mutual Insurance Company loss control personnel and results of those audits provided to the ASCIP Member's Construction Manager for his action.

**Job Surveys**

- Liberty Mutual Insurance and/or Arthur J. Gallagher & Co.'s representatives will conduct job-site surveys monthly, in the company of the members of the Safety Committee for the purpose of training these individuals in hazard recognition.

- Suggestions and recommendations resulting from those surveys will be discussed with contractor representatives at the time of the survey where appropriate. Recommendations and suggestions will be discussed during the regular monthly Safety Committee Meetings.

- Findings will be submitted in the loss prevention report directed to the ASCIP Member's Construction Manager for his action.
Record Keeping and Files

IF IT IS NOT RECORDED IN THE PROJECT'S CONSTRUCTION OFFICE, IT HAS NOT BEEN COMPLETED!

The following required documentation must be in the contractor's safety file in the ASCIP Member's Construction Office. Representatives of Liberty Mutual and Arthur J. Gallagher will review safety program documentation. It is very important that any contractor with questions regarding record keeping contact ASCIP's Construction Manager, Arthur J. Gallagher & Co. or Liberty Mutual Insurance Company's loss control representative for clarification.

The following documentation is required:

- A written safety program
- A written hazard/employee right-to-know program
- Material safety data sheets conforming to the above hazard communication program
- Job-site safety meeting reports
- Accident investigations
- Job-site inspections

File Audits

- Safety files will be reviewed by Liberty Mutual and/or Arthur J. Gallagher & Co.'s loss control representatives monthly.
- Comments as to the quantity and quality of contractor's documentation will be addressed to ASCIP Member's Construction Manager for his action.
- Contractors are encouraged to discuss safety record-keeping problems with the representatives of Arthur J. Gallagher & Co. and Liberty Mutual Insurance Company.
- Arthur J. Gallagher & Co. and/or Liberty Mutual Insurance Company representatives will make a decision each month as to the contractor with the best quality records for the previous month. That information will be made known to ASCIP Member's Construction Manager for appropriate action relative to the job's safety incentive activities.
District
Drug-Testing/Drug Free Workplace Program
Drugs, Alcohol and Other Prohibited Articles

POST ACCIDENT DRUG TESTING AND PRE-HIRE PROGRAM

Purpose

The General Contractor and/or Prime Contractor has a commitment to protect people and property and to provide a safe working environment. The purpose of this policy is to establish a drug-free, alcohol-free, safe, healthy work environment for each employee.

Policy

The General Contractor and/or Prime Contractor prohibits the use, possession, distribution, or sale on the project premises, facilities, or workplaces of any of the following: alcoholic beverages, intoxicants, drugs and related drug paraphernalia.

Employees must not report for duty or perform work while under the influence of any drug, alcoholic beverage, or intoxicant. Employees on the project premises may be subject to search as provided herein. Applicants and employees will be required to consent to drug/alcohol testing or an oral fluid drug test as provided herein.

Definitions

When used herein, the following terms will have the meanings given below:

a. Company – General Contractor and/or Prime Contractor Company and sponsored joint ventures.

b. Alcohol - Ethyl (Ethanol). References to use or possession of alcohol include the use of any beverage, mixture, or preparation containing alcohol.

c. Drug - Any substance (other than alcohol) including prescription drugs which may impair mental or motor function; including, but not limited to, any psychoactive substance, controlled substance, marijuana, or designer or simulated drugs. This definition does not apply to prescription drugs which have been disclosed to the Company and the Controlling Employer by the employee and are approved for use within prescription limits.

d. Employee - Any individual, salaried or hourly, who actually performs work for a Controlling Employer on the project premises.

e. Controlling Employer - Any individual or firm that provides employees to perform work on the project premises and is responsible for their hiring, advancement, payment, discipline, and termination. This shall include all contractors, all subcontractors, and all sub-tier subcontractors who are enrolled in the OCIP Program.

f. Applicant - Any individual who is referred or makes application for employment on the project premises.
g. Project Premises - All parts of any office, work site, or other work location, including parking lots under the control of the General Contractor and/or Prime Contractor Company.

h. Testing Facilities - A NIDA certified laboratory where a specimen can be tested for drugs and alcohol within threshold limits according to standards established by the U. S. Department of Transportation or oral fluid drug test which meets or exceeds the D.O.T. threshold.

i. Contraband - Considered to include but not limited to the following: drugs, alcohol, and drug paraphernalia.

j. Drug Paraphernalia - Any article for the use, storage, or sale of drugs.

k. Accident - Any event resulting in injury to a person or property to which the Company believes an employee contributed as a direct or indirect cause.

l. Incident - Any event which the Company determines has all the attributes of an accident, except that no harm was caused to personnel or property.

Right to Search

The Company has the right to search any personal effects, vehicles, lockers, baggage, lunch boxes, toolboxes, etc., for contraband. An individual who has notice of this rule and enters the project premises is deemed to consent to this safety procedure. Searches will be conducted on an "as needed" basis as determined after consultation with Company regional and corporate management. There will be an employee representative and/or other witnesses, which may include law enforcement officers, to all searches conducted by the Company.

An employee who refuses to submit to a search as described in this policy is subject to disciplinary action, up to and including immediate discharge by the Controlling Employer. Contractors and/or employees who refuse to submit to a search are subject to removal and denial of future access to the project premises.

An employee on the project premises, facility, or work place in possession of contraband is subject to disciplinary action, up to and including immediate termination by the Controlling Employer. Contractors and/or employees who are in possession of contraband are subject to removal and denial of future access to the project premises.

Prescription Drugs

Any employee using a prescription drug which may impair mental or motor function shall, as soon as possible, complete Section 3 of the Consent for Alcohol and Drug Test and Pre-Hire Form. For the safety of all employees, the Company may direct the Controlling Employer to not permit the employee on the project premises until released as fit for duty by the prescribing physician. The Company reserves the right to obtain a confirming medical opinion before allowing the employee to return to duty.
Employee Testing

After an accident or incident, the Company will ask the Controlling Employer to test all those involved. The Company will also ask the Controlling Employer to test employees when a reasonable suspicion exists that the employee has been using drugs or alcohol, or is in possession of contraband. Procedure for reasonable cause will consist of one supervisor observing employee demonstrating signs and symptoms of impairment. A second observation will be made by another supervisor independently of the first supervisor. Both supervisors must agree that the employee is exhibiting signs of impairment before the employee will be required to be tested. This test must be conducted in an approved clinic.

Discipline and Rehabilitation

All employees who refuse to submit to a drug and alcohol test, or who fail to pass a drug and alcohol test will be removed from the project premises by the Controlling Employer and will be referred to their personnel management for disciplinary action.

Confidentiality

The Company will take steps to maintain the confidentiality of information generated by the implementation and enforcement of this policy and these procedures. Disclosure will be made only in appropriate circumstances. The Controlling Employer shall be responsible for maintaining the confidentiality of all information generated by the implementation and enforcement of this policy and these procedures for their own employees. The Company shall have the right to audit compliance with this policy and these procedures by the Controlling Employer, which shall include access to this confidential information.

Subcontractors and Suppliers

The Company and all Contractors will include the provisions of this policy and these procedures, or another acceptable program, in their contracts with subcontractors, suppliers, consultants, agents, and others involved in providing goods or services on the project premises, and will require that they do the same with respect to their lower-tier subcontractors, suppliers, etc.

Posting and Distribution

Significant sections of this policy and these procedures are available to each employee. The Company may revise and amend this policy and these procedures as required.

Procedures for Examination:
Post-Accident Screening When Required By the Company
(Personal injury or vehicle/equipment accident)

1. A General Contractor and/or Prime Contractor Company supervisor is to accompany injured General Contractor and/or Prime Contractor employee(s) or those involved in the accident or incident to the clinic or medical facility. A Controlling Employer's supervisor will be required to accompany their injured employee(s) to the medical facility. Controlling Employers shall certify any employee(s) involved in an accident or incident tested negative for drugs and alcohol prior to allowing them to return to the project Premises. The procedures, which follow, outline the steps necessary to assure proper handling of Company post-accident testing.

2. The General Contractor and/or Prime Contractor Company supervisor will take the employee to the industrial clinic.
3. If the injured employee refuses to give a specimen of body fluid, the supervisor is to call the Project Manager and/or Project Superintendent. The Project Superintendent and/or Project Manager are to advise the employee again that the refusal to submit to drug screening is a violation of the Project Safety Plan's drug, alcohol and other prohibited articles safety policy and that refusal will result in termination.

4. If the injured employee continues to refuse to submit to drug screening, the doctor or clinic shall be advised to treat the employee for his/her injuries.

5. The supervisor should return to the project, meet with the Project Superintendent and Project Manager and prepare appropriate termination forms. Cause for termination should state - "Employee refuses to comply with written Project Safety Plan."

6. A copy of this termination form should be attached to the employee's First Report of Injury Form.

7. The doctor will sign all "chain of custody" documents and ship the specimen to the designated laboratory system.

8. The laboratory will run a confirmation test on the sample if the first test indicates a chemical in the system.

9. The employee will be contacted by the Medical Review Officer if there is a positive indication from the drug test. If there is need for additional contact, it will be by the Corporate Human Resources.

10. Results of all drug screenings and analyses must remain strictly confidential.

11. Employees must report all injuries immediately to their supervisor, whether the injury requires medical treatment or first aid only. Late reporting may result in denial of a claim.
Employee Agreement with Policy and Consent for Alcohol and Drug Tests

The following form is to be completed for all General Contractor and or Prime Contractor employees. All Controlling Employers shall obtain and submit to General Contractor a completed consent form from each employee who will be working on the project premises. This form can be attached to the employee’s safety pledge form.
CONSENT FOR ALCOHOL AND DRUG TESTS POST ACCIDENT AND PRE-HIRE

To: ____________________________

Name of General Contractor and/or Prime Contractor Company

From: Employee Name: ____________ Occupation: ____________

Social Security #: ____________ Company Badge #: ____________

Home Address ____________ Phone ( ) ____________

1. As an APPLICANT, I hereby consent and agree to give specimens of my urine or oral fluid (saliva) to any medical facility, laboratory, medical person, or certified personnel designated by General Contractor and/or Prime Contractor or my employer. These specimens shall be used to detect the presence of alcohol (post accident only), marijuana and/or other drugs in my body. I further consent and agree that the results will be furnished to my employer by the testing facility, and my employer may inform the Union hiring hall (if applicable) which referred me of my pass/fail results.

2. If APPROVED for EMPLOYMENT or PRESENTLY EMPLOYED and in the event that I am directly or indirectly involved in a work-related accident or incident, or the company has reasonable suspicion of a drug or alcohol problem involving me, I consent and agree to testing for the presence of alcohol and drugs in my body. The testing facility is authorized to release the results of such tests to my employer. I further acknowledge that I have received a copy of a summary of the General Contractor and/or Prime Contractor Expansion Project Safety Plan's policy on drugs, alcohol and other prohibited articles and agree to testing in accordance with this policy. If any tests and confirming results are positive, General Contractor and/or Prime Contractor Company may refuse to permit me access to the project premises. My signature below acknowledges that I have read and understand the foregoing statements and the consent given herein.

3. Are you, at the present time, taking any medicine, tranquilizers, sedatives, pills, capsules, tablets, or liquids that may impair your ability to safely work on the project premises?

YES_ NO_.

Medication ____________________________ Prescribing Doctor ____________________________

________________________________________

READ BEFORE SIGNING
IF YOU DON'T UNDERSTAND, ASK FOR AN EXPLANATION.

4. Signature: ____________________________ Date: ____________________________

_____________________________  ____________________________

Date: ____________________________

Employer's Authorized Company Representative
1.01 Contractor shall comply with, and cause all Subcontractors to comply with, all obligations of the San Francisco Community College District/City College of San Francisco Construction Project Labor Agreement attached to this Document 00 7350 as Appendix A, and all amendments and modifications thereof.

A. Owner hereby informs CM/GC that an execution version of the draft Amendment to Project Labor Agreement substantially in the form included within Appendix A is currently being circulated for signature by the necessary parties. Owner will provide further information regarding this Amendment as applicable.

B. This Amendment relates to having Owner engage the City and County of San Francisco's Office of Labor Standards Enforcement ("OLSE") to perform various services in connection with the administration, monitoring and enforcement of prevailing wages. If the PLA is not so amended, Owner anticipates that prevailing wage monitoring and enforcement will be performed, at least in part, by the Department of Industrial Relations' Compliance Monitoring Unit ("CMU") per Labor Code Section 1771.3 and applicable regulations. See Document 00 7301 (Supplementary General Conditions – CM/GC Items) Article 9.

END OF DOCUMENT
APPENDIX A
PROJECT LABOR AGREEMENT
[attached]
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 arts 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-Trusteed 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,
econstitute 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)(i) 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. Contactor 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-discriminatorily 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 pre-
empted 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 assignment/ 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 Officer(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 preempted 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 Apprenticeship 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
terprises. 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 forbidden
from utilizing 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 of 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:

[Signature]
Dr. Philip R. Day, Jr., Chancellor
City College of San Francisco

For the Unions:

[Signature]
San Francisco Building and Construction Trades Council

SIGNATORY UNIONS

Asbestos Workers Local #16
Frank Decree
Boilermakers Local #549

Bricklayers Local #3
Will Figen
Carpenters 46 Northern California Counties Conference Board

George B. Brown
Cement Masons Local 300, Area 580

John J. Baumber
electrical Workers Local #6

Glaziers Local #718
Hod Carriers Local #36

District Council of Iron Workers

Iron Workers Local #377
SIGNATORY UNIONS (continued)

Northern California Carpenters Regional Council
Laborers Local #261

Operating Engineers Local #3

Plumbers & Pipefitters Local #38

Roofers Local #40

Sprinkler Fitters Local #483

Sign & Display Local #510

Teamsters Local #853

Signatory Unions (continued)

Northern California Dist. Council of Laborers
Millwrights Local #102

Cen. separate sheet
Painters District Council #16

File Drivers Local #34

Sheet Metal Workers Local #104

Elevator Constructors Local #8

Laborers Local #67
SIGNATORY UNIONS (Continued)

Northern California Carpenters Regional Council

Laborers Local #261

Operating Engineers Local #3

Plumbers & Pipefitters Local #38

Roofers Local #40

Sprinkler Fitters Local #483

Plasters Local #66

Elevator Constructors Local #8

Northern California Dist. Council of Laborers

Millwrights Local #102

District Council #16

Pile Drivers Local #34

Sheet Metal Workers Local #140

Teamsters Local #853

Sign & Display Local #510

Laborers Local #67
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].
MEMORANDUM OF UNDERSTANDING

Notwithstanding any provision to the contrary, this will confirm that work covered by the Project Labor Agreement for the San Francisco Community College District/ City College of San Francisco Construction Project, within the craft jurisdiction of the Elevator Constructors, will be performed under the terms of the Master Agreement of the International Union of Elevator Constructors, except that Article VI Work Stoppages and Lockouts, and Article VIII Work Assignments and Jurisdictional Disputes will apply to such work.

International Union of Elevator Constructors, Local 8

For the San Francisco Community College District

San Francisco Building and Construction Trades Council
December 5, 2005

Dr. Phillip Day
Mr. Michael Theriault

RH: S.F. Community College PLA – Operating Engineers Local Union #3 Side Letter

In reference to Article II, Section 2(a) on page four, elimination of “inspectors, quality control and quantity assurance personnel (of Contractors or Subcontractors to the Contractors)” would be acceptable to the Operating Engineers Local Union 3.

Inspectors and quality control personnel are appreneciable crafts and therefore are not considered professional, engineering, administrative, supervisory, or management employees. The title is not the defining factor; it is the work being done that determines the job classification as defined by the DIR.

In reference to Article II, Section 2(b), page 5; elimination of the following sentence and changes in Section 2(a) would make Article II, Section 2 acceptable to Operating Engineers Local Union 3. “Laboratory work for specialty testing or inspections not ordinarily performed on the Construction site by employees represented by the Signatory Unions.

All on and off site Testing and Inspection, and Survey is covered work by Operating Engineers Local Union 3.

Sincerely,

Ken Oku
District Representative
Operating Engineers Local Union 3
December 15, 2005

Mr. Ken Oku
District Representative
Operating Engineers Local Union 3
828 Mahler Road, Suite B
Burlingame, CA 94010

Dear Mr. Oku,

This letter is in response to your letter of December 5, 2005 in which you have proposed a "side letter" agreement related to a clarification of Article II, Section 2(a) and Article II, Section 2(f). In Section 2(a) we have no problems with the elimination of references to "inspectors, quality control and quantity assurance personnel" for the reasons you have stated; and as the elimination of Section 2(f) as it relates to the Operating Engineers Local Union No. 3, is also acceptable.

Both your letter and my response will be considered a formal amendment/side letter to the Project Labor Agreement between City College of San Francisco and the San Francisco Building and Construction Trades Council. Thank you and if this letter requires any clarification, please don’t hesitate to contact me directly.

Sincerely,

Dr. Philip R. Day, Jr.
Chancellor.

cc: Jim Blomquist
    Peter Goldeinein
    Mr. Michael Theriault

BOARD OF TRUSTEES
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VERONICA LAWRENCE, STUDENT TRUSTEE • DR. PHILIP R. DAY, JR., CHANCELLOR
AMENDMENT TO
PROJECT LABOR AGREEMENT

THIS AMENDMENT TO PROJECT LABOR AGREEMENT ("Amendment") is dated for convenience __________________, 2012 ("Effective Date"), is by and between The San Francisco Community College District ("District"), the construction contractors and subcontractors of whatever tier directly executing this Amendment or the Letter of Assent (as defined in the Agreement defined below), The Building and Construction Trades Council of San Francisco (hereinafter "Council") and the signatory craft unions (hereinafter, collectively the "Union" or "Unions"), and amends that certain San Francisco Community College District/City College of San Francisco Construction Project Labor Agreement effective January 6, 2005 (including all amendments, the "Agreement").

1. Defined Terms All capitalized terms not otherwise defined herein shall have the respective meanings provided in the Agreement.

2. Amendment Article IX (Wages and Benefits), Section 1(b), is hereby amended by inserting the following at the end of the existing language:

   Notwithstanding the foregoing, for the community performing, cultural and media art enter described in Article II (Scope of Agreement, Section 1(a)(viii), also known as the District's "Performing Arts Center Project," the District will utilize the City of San Francisco's Office of Labor Standards Enforcement ("OLSE") in monitoring, investigating and enforcing violations of the Prevailing Wage Law and/or regulations applicable to that specific project. The OLSE's agreed scope of services is attached hereto.

3. Miscellaneous Except as specifically amended hereby, the Agreement remains in full force and effect as provided therein. This Amendment shall be governed by California law.

The parties have executed this Amendment as of the Effective Date.

[add signatures]
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
PERFORMING ARTS CENTER PROJECT

PREVAILING WAGE MONITORING AND DISPUTE RESOLUTION SCOPE OF WORK
FOR
SAN FRANCISCO OFFICE OF LABOR STANDARDS ENFORCEMENT

A. Monitoring Prevailing Wage Compliance
   1. Make presentations on labor standards requirements at pre-bid & pre-construction meetings.
   2. Attend PLA pre-job conference with Contractors/Subcontractors.
   4. Monitor Community College construction site for prevailing wage compliance
   5. Review Contractors' certified payroll records (submitted electronically using Elation Systems web based payroll reporting system) for payment of applicable general prevailing wage rates.

B. Resolving Prevailing Wage Disputes and Enforcing Violations
   1. Notify Contractors/Subcontractors of missing or deficient documentation.
   2. Notify Contractors/Subcontractors of possible violations.
   3. Investigate missing, deficient documentation or violations
   4. Investigate discrepancies between the site interview data and certified payroll and other documents.
   5. Investigate complaints of prevailing wage violations.
   6. Conduct audits to determine the amount of back wages and penalties owed.
   7. Issue written findings of violations.
   8. Advise Community College re: withholding of contract payments and penalties for noncompliance.
   9. Meet with Contractors to remedy non-compliance.
  10. If unable to resolve non-compliance, refer matter to CA Department of Industrial Relations for enforcement.

C. Elation Systems
   1. Provide monthly training to Contractors/Subcontractors on the use of Elation Systems.
   2. Respond to Contractor's/Subcontractors' questions about the use of Elation Systems.

D. Additional Services
   1. DIR Hearing preparation and representation.
   2. Other matters as the parties may mutually agree.
DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1000

SUMMARY
(CM/GC)

PART 1 GENERAL

1.1 SUMMARY

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

1.3 BID ITEMS, ALLOWANCES, AND ALTERNATES

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

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

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

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

1. Pre-Bidding and Pre-Construction Services: See Document 00 5251 (Pre-Construction and CM/GC Services).
2. Aggregate Trade Subcontract Cost: As provided in Document 00 5201 (Agreement); also E. and F. below.
3. CM/GC Fee: All CM/GC fees, profit and margins of all types, home-office overhead and assumption of risk assigned to CM/GC under the Contract Documents, including without limitation all items identified on Appendix A hereto.
4. CM/GC General Conditions and General Requirements: All CM/GC general conditions and general requirements items, including without limitation all bonds, insurance and taxes, including without limitation all items identified on Appendix B hereto.
5. Contingency. As provided in Document 00 5201 (Agreement).
6. All Other Work of Contract Documents (if any).

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

1. See Sections 012700 Unit Prices, 083115 – Access Doors and 096050 – Testing And Remediation For Concrete Floors. However, for purposes of CM/GC bidding only, these will be treated as allowance items. See paragraph 1.3F.4 below.
2. In addition to items described in paragraph 1.3E.1 above, Owner reserves right to request appropriate Trade Subcontractor(s) to bid unit prices for work required by 101400 – Signage. However, CM/GC’s Bid Item 2 (Aggregate Trade Subcontractor Cost) shall include total costs for work of 101400 – Signage, including types, with messages and in quantities of signs identified in that section, message schedule 013012a. and sign schedule 013012b, and with final cost of work for signage to be based on the unit price(s) provided by applicable Trade Subcontractor(s).

F. Allowances:

1. Allowance work shall be done as Change Orders and as specified in Section 01 2500 (Contract Modification Procedures). Identify Allowance Items See Document 00 4001 Bid Form work on the Progress Schedules and on Applications for Payment.
2. The Amount given on Document 00 4001 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in Bid Item 2 (Aggregate Trade Subcontractor Cost) on the Bid Form.
3. If the cost of work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of work actually done. If the cost of work done under any Allowance Item is greater than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be increased by the difference between the amount given in the Bid Form and the cost of work actually done.
4. Scope of Allowances:
   a. Section 083115 – Access Doors. Bid Item 2 (Aggregate Trade Subcontractor Cost) includes a $50,000 bidding allowance amount for 50 of each of the five types of access doors (total 250 doors) under Section 083115 – Access Doors. However, CM/GC shall require appropriate Trade Subcontractor(s) to bid access doors as unit price items (units of one door each) based on types and quantities included in section, and final cost of work for access doors will be based on the unit price(s) provided by applicable Trade Subcontractor(s).
   b. Section 096050 – Testing And Remediation For Concrete Floors. Bid Item 2 (Aggregate Trade Subcontractor Cost) also includes a $120,000 bidding allowance amount for potential concrete floors remediation work under Section 096050 – Testing And Remediation For Concrete Floors. However, CM/GC shall require appropriate Trade Subcontractor(s) to bid this remediation work as a unit price item (unit of 100 sq. ft.) based on estimated quantity to be provided by Owner, and final cost of work for this remediation work will be based on the unit price(s) provided by applicable Trade Subcontractor(s).

G. Alternates:
a. **Add Alternates 1 and 2, Planting Along West Side of Project Site.** See Landscape Drawings, which show Add Alternates 1 and 2 for planting along the west side of the Project Site, along the property line and along the Multi-Use Building.

b. **Add/Deduct Alternate 3, Gearless Traction Elevator in Lieu of Hydraulic Elevator.** See Section 142400-2.11

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

### 1.4 WORK UNDER OTHER CONTRACTS

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

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

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

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

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

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

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

### 1.5 FUTURE WORK [N/A]

### 1.6 WORK SEQUENCE

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

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

C. Without limiting the foregoing, Contractor shall construct Work in stages and at times to accommodate Owner operation requirements during the construction period; and shall coordinate all construction schedules and construction operations with Owner.

D. Contractor acknowledges that shoring will be required to maintain a safe excavation and to protect facilities, including both existing and recently constructed under this Contract. All expenses for shoring of excavations shall be included in the appropriate bid items.

E. Contractor acknowledges that management of surface and groundwater will be required at the Site, particularly during and after rain. Contractor shall take all appropriate measures, including, but not limited to, dewatering, pumping, diversion and removal of surface and ground water from the Site and adjacent property, lime treatment where necessary, to prevent accumulations of...
Performing Arts Center Summary

City College of San Francisco 01 1000 - 5 Addendum #1

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1.7 WORK DAYS AND HOURS

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

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

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

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

1.8 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

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

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

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

1.9 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

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

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

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

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

E. Protection: Contractor shall protect all finished surfaces.

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

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

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

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

1.10 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

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

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

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

D. If so requested by Owner, Contractor shall make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
   1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
   2. Contractor shall make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
   3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
   4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.

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

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

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

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

1.11 CONTRACTOR USE OF PREMISES AND COORDINATION WITH OWNER

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

B. Contractor shall not unreasonably encumber Project Site with materials or equipment.
   1. Contractor shall limit use of premises for work and for storage. No storage of construction materials outside designated areas will be permitted.
C. Contractor shall assume full responsibility for protection and safekeeping of products stored on premises.
D. Contractor shall move any stored products that interfere with operations of Owner or other contractor.
E. Contractor shall coordinate parking, storage, staging, and work areas with Owner, and comply with all other Contract documents requirements.

1.12 LINES AND GRADES
A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.
B. Existing topography has been documented on C1.10-note that CM/GC’s surveyor must conform to the Project’s survey datums and points and document any discrepancies with the current documentation. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work. See Section 017250 Field Engineering.
C. Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish at its cost competent persons and such tools, stakes, and other materials as Owner (and/or any Architect/Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.
D. Contractor shall keep Owner informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by Owner may be done with minimum inconvenience to Owner and minimum delay to Contractor.
E. Contractor shall remove and reconstruct Work which is improperly located.

1.13 PROTECTION OF EXISTING STRUCTURES, UTILITIES AND SPECIAL CONDITIONS
A. For all work involving trenching or excavation of any type, Contractor shall locate all known existing installations and underground facilities, before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.
B. Additional utilities whose locations are unknown to Owner are suspected to exist. Contractor must be alert to their existence and, before excavation Work begins, shall develop appropriate safety measures to prevent harm to such additional utilities and then employ those safety measures during the Work. Contractor also, before excavation Work begins, shall develop a delay mitigation strategy to employ if additional utilities are encountered. If additional utilities are encountered, Contractor must immediately begin delay mitigation efforts and report to Owner for disposition of the Work affected by the additional utility discovery.
C. Additional special underground conditions whose locations are unknown to Owner may exist, including without limitation Native American burial sites. Before excavation Work begins, Contractor shall develop, submit for review and employ appropriate safety measures during the Work to prevent harm to such special conditions and develop a delay mitigation strategy to employ if such special conditions are encountered. If such additional special conditions are encountered, Contractor must immediately notify Owner, coordinate with Owner as necessary or requested, begin delay mitigation efforts, and report to Owner for disposition of the Work affected by the discovery of the underground condition.
D. In addition to reporting, if a utility or special underground condition is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).
E. Additional compensation or extension of time on account of utilities or other special underground condition not indicated or otherwise brought to Contractor’s attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.14 DAMAGE TO EXISTING PROPERTY
A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, Owner.
B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.

C. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.15 NOISE CONTROL

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

1.16 DUST CONTROL

A. Contractor shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
   1. All construction locations with active excavation shall be watered at least twice daily.
   2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.
   3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
   4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.
   5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
   6. Limit the speed of all construction vehicles to 5 miles per hour while on un-paved roads at the Site.

B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

C. Building Interiors: provide dust barriers, walk-off pads, etc. to minimize dust infiltration in buildings. If required, the Contractor will clean interior common areas (e.g., corridors, lobbies) at the end of each work day.

D. See also Section 01 5000 (Temporary Facilities and Controls)

1.17 PARKING

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

1.18 LAYDOWN/STAGING AREA

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

1.19 PERMITS

Owner will obtain the DSA Permit and will pay the Plan Check Fee.

Contractor shall obtain all other permits (except DSA Permit) and licenses, and shall pay all charges and fees, give notices necessary and incident to the due and lawful prosecution of the Work, unless otherwise specified.

The DSA Permit, with an approved set of plans and specifications shall be kept at the job site by the Contractor readily available for inspection during regular hours for the duration of the project.

Applicable permits: Permits, agreements, or written authorizations that are known by Owner to apply to this project are listed below:
A. Cal/OSHA Permit. The Contractor shall obtain, all applicable permits required by Cal/OSHA, including but not limited to:

- Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
- Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

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

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

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

E. See also Section 01 4000 (Quality Requirements)

1.20 PUNCH LIST VERIFICATION

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

1.21 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner. The Contractor will employ best practices to manage the construction site during inclement weather.

Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require.

Commencement of Work constitutes acceptance of surface.

1.22 CONSTRUCTION SITE ACCESS

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

1.23 SITE ADMINISTRATION

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

1.24 CEQA MITIGATIONS

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

PART 2 PRODUCTS

2.1  PRODUCTS ORDERED IN ADVANCE: N/A

2.2  OWNER-FURNISHED/CONTRACTOR INSTALLED PRODUCTS

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

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

PART 3 EXECUTION – Not Used

END OF SECTION
APPENDIX A

CM/GC Fee
(Bid Item 3)

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

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

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

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

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

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

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

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

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

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

END OF APPENDIX A
APPENDIX B

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

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

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

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

D. Project general requirements costs compensated by this Bid Item include without limitation:
1. All scheduling hardware, software, licenses, equipment, materials and supplies.
2. Purchase, lease or rental, build out, procurement and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, including without limitation:
   a. Offices
   b. Telephones
   c. Plumbing
   d. Electrical: Power, lighting
   e. Office equipment of any types
   f. Information management systems
   g. Platforms
   h. Fencing, etc.
   i. Water
   j. Housekeeping
3. Temporary utilities, temporary roads, parking areas, temporary security or safety fencing and barricades, etc.
4. All Project Site office equipment, material and supplies of all types, and all software therefore, including without limitation, computers, printers, plotters, copiers, FAX machines, audiovisual equipment, and kitchen supplies and equipment.
5. All (non-personnel costs) of preparation, production and provision of as-built and record drawings.
6. All electronic media, blueprints and reproductions.
7. All materials, equipment and supplies used for CM/GC’s capture and/or management of any Project information.
8. All shop drawings, submittals and similar depictions of intended work.
9. All communication and/or computer network setup, and usage.
10. All repair and maintenance of any item, equipment or component listed in this paragraph.
11. All Project site office cleaning services.
12. All CM/GC’s motor vehicles used by any CM/GC’s personnel and all operating costs thereof, including without limitation, fuel, license, insurance, maintenance and depreciation.
13. All safety supplies and equipment.
14. All preparation, production and provision of any operation and/or maintenance manuals and any other closeout papers or materials.
15. All postage.
16. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents.
17. Off site labor performing activities ancillary to the Work of the Contract.
18. Health and safety requirements, required by law or Owner procedures.
19. Infection control.
20. General signage.
22. Protection of Work.
23. Handling and disposal fees.
24. Final cleanup.
25. Repair or maintenance of any item listed herein.
26. Other incidental Work.
27. All items, activities and function similar to any of those described above.
28. General housekeeping.

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

END OF APPENDIX B
DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2500

CONTRACT MODIFICATION PROCEDURES
(CM/GC)

1  PART 1 GENERAL

1.1  Summary

1.1.1  Section includes:
(1)  Description of general procedural requirements for alterations, modifications, and extras.

1.1.2  Reference
(1)  Public Contract Code Section 7105 (d)(2).
(2)  Document 00 7320 (Requirements for DSA-Reviewed Projects).

1.2  General

1.2.1  Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.

1.2.2  Contract Modifications are subject to DSA approval to the extent provided in Document 00 7320 (Requirements for DSA-Reviewed Projects). Contractor shall provide requested information and documents and cooperate with Owner in obtaining such approvals.

1.2.3  Only CM/GC or Owner may initiate changes in scope of Work or deviation from Contract Documents. (See also paragraph 1.3 below.)

(1)  CM/GC may initiate changes by submitting a Change Order Request (COR), Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions, accompanied by a Cost Proposal (see paragraph 1.3 below).
   a.  A COR shall be submitted to request changes in the Contract Documents.
   b.  Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00 7200 (General Conditions).
   c.  Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00 7200 (General Conditions).

(2)  CM/GC shall submit RFI’s for clarifications in the Contract Documents.

(3)  Owner may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.

(4)  Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal (RFP).

(5)  Owner may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon express written notice designating it as a CCD, consist of a Change Order executed by Owner only.

1.3  Procedures

1.3.1  Cost Proposal and Procedures: Whenever CM/GC is required in this Section 01 2500 to prepare a Cost Proposal, and whenever CM/GC is entitled to submit a Cost Proposal and elects to do so, CM/GC shall prepare and submit to Owner for consideration a Cost Proposal using the form attached to this Section 01 2500. All Cost Proposals must
contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in paragraphs 1.4 and 1.5 of this Section 01 2500. After receipt of a Cost Proposal with a detailed breakdown, Owner will act promptly thereon.

1. If Owner accepts a Cost Proposal, Owner will prepare Change Order for Owner and CM/GC signatures.

2. If Cost Proposal is not acceptable to Owner because it does not agree with cost and/or time included in Cost Proposal, Owner will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section 01 2500, CM/GC shall have seven (7) Days in which to respond to Owner with a revised Cost Proposal.

3. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), Owner may order CM/GC to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

1.3.2 Request for Information: Whenever CM/GC requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, CM/GC may prepare and deliver an RFI to Owner. CM/GC shall use RFI format provided by Owner. CM/GC must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. CM/GC shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. CM/GC’s failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute CM/GC’s waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

1. CM/GC shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, CM/GC shall not be entitled to additional compensation for the effort required to submit the RFIs. CM/GC shall be responsible for both Owner and its Architect/Engineer’s administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined
Performing Arts Center Contract Modification Procedures

City College of San Francisco 01 2500 - 3 Addendum #1

July 2, 2012

by Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

1.3.3 **Supplemental Instruction:** Owner may issue Supplemental Instruction to CM/GC.

1.3.3.1 If CM/GC is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.

1.3.3.2 If CM/GC believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then CM/GC must submit a COR and Cost Proposal to Owner within twenty-one (21) Days of receiving the Supplemental Instruction.

1.3.4 **Construction Change Directives:** If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, Owner may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, CM/GC shall promptly proceed with the change of Work involved and concurrently respond to Owner's CCD within ten (10) Days.

1.3.4.1 CM/GC's response must be any one of following:

a. Return CCD signed, thereby accepting Owner response, time and cost.

b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.

c. Give notice of intent to submit a claim as described in Article 12 of Document 00 7200 (General Conditions), and submit its claim as provided therein.

1.3.4.2 If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

b. Cost to be determined in a manner agreed.

1.3.4.3 CCD signed by CM/GC indicates the agreement of CM/GC therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

1.3.4.4 If CM/GC does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, CM/GC may file a Claim per Article 12 of Document 00 7200 (General Conditions). CM/GC shall keep and present an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.4 and 1.5 of this Section 01 2500.

1.3.4.5 Pending final determination of cost to Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by CM/GC to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

1.3.5 **Owner Requested RFP:** Owner RFP will detail all proposed changes in the Work and request from CM/GC a Cost Proposal including proposed changes in Contract Sum and Contract Time from CM/GC. CM/GC shall furnish a Cost Proposal within twenty-one (21) Business Days of receiving Owner's RFP. Upon approval of Cost Proposal, Owner will
issue a Change Order directing CM/GC to proceed with extra Work. If the parties do not agree on the price or time for an RFP, Owner may either issue a CCD or decide the issue per Article 12 of Document 00 7200 (General Conditions). CM/GC shall perform the changed Work notwithstanding any claims or disagreements of any nature.

1.3.6 Differing Site Conditions and/or Hazardous Waste Conditions: CM/GC shall submit Notices of Differing Site Conditions and/or Hazardous Waste Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to Article 14 of Document 00 7200 (General Conditions). If Owner determines that a change in Contract Sum or Contract Time is justified, Owner will issue RFP or CCD.

1.3.7 All Changes:

1.3.7.1 Documentation of Change in Contract Sum and Contract Time:

a. CM/GC shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.

b. CM/GC shall, on request, provide additional data to support computations for:
   (i) Quantities of products, materials, labor and equipment.
   (ii) Taxes, insurance, and bonds.
   (iii) Overhead and profit.
   (iv) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
   (v) Credit for deletions from Contract, similarly documented.

c. CM/GC shall support each claim for additional cost, and for Work performed on a cost-and-percentage basis, with additional information including:
   (i) Credit for deletions from Contract, similarly documented.
   (ii) Origin and date of claim.
   (iii) Dates and times Work was performed and by whom.
   (iv) Time records and wage rates paid.
   (v) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

1.3.8 Correlation of Other Items:

1.3.8.1 CM/GC shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.

1.3.8.2 CM/GC shall revise the Progress Schedules prior to the next monthly pay period.

1.3.8.3 CM/GC shall enter changes in Project Record Documents prior to the next monthly pay period.

1.3.9 Responses: For all responses for which the Contract Documents, including without limitation this Section 01 2500, do not provide a specific time period, recipients shall respond within a reasonable time.

1.3.10 Disputes: For all disputes arising from the procedures herein, CM/GC shall follow Article 12 of Document 00 7200.

1.4 Cost Determination

1.4.1 Total Cost of Extra Work or Work Omitted: Total cost of extra Work or of Work omitted shall be the sum of actually incurred labor costs, material costs and equipment rental costs as defined herein (together, “Direct Costs of Construction”) plus overhead and profit markup as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders CCDs or any other Contract Modifications, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Neither CM/GC nor Subcontractors may recover any other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or
consequential damages may be claimed or recovered against Owner, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

1.4.2 Overhead and Profit Markup: (Overhead and Profit shall be as defined in paragraph 1.8 of this Section 01 2500) Overhead and profit markup shall be a maximum of 20 percent of the Direct Costs of Construction, to be allocated between CM/GC and Subcontractors as CM/GC directs.

1.4.3 Contingency: Contingency shall be adjusted by 3 percent of Direct Cost of Construction of all extra work.

1.4.4 On Contract Modifications covering both extra Work and Work omitted, overhead and profit shall be allowed, and contingency shall be adjusted, on the net increase only to Direct Costs of Construction. When the net difference is a deletion, no percentage for overhead and profit, or contingency, shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

1.4.5 Overhead and profit markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, home office overhead, and all amounts included within the definition thereof in paragraph 1.8 below. No markup will be allowed on taxes, insurance, and bonds.

1.4.6 Taxes:
(1) All State sales and use taxes, County and applicable City sales taxes, shall be included.
(2) Federal and Excise tax shall not be included.

1.4.7 Subcontract-Operated Equipment: When Subcontractor (of any tier)-operated equipment is used to perform extra Work, cost to Owner of operator shall be as follows:
(1) Payment for equipment will be made in accordance with paragraph 1.5.3 below.
(2) Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator is actually covered by such an agreement.

1.4.8 Accord and Satisfaction: Every Change Order, Contract Modification and accepted CCD shall constitute a full accord and satisfaction, and release, of all CM/GC and Subcontractor claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. CM/GC may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 7200 no later than thirty (30) days of CM/GC’s first written notice of its intent to reserve rights.

1.5 COST BREAKDOWN

1.5.1 Labor: Cost of labor for Subcontractor workers (including forepersons when authorized by Owner) used in actual and direct performance of extra Work. Labor rate, whether employer is Subcontractor or other forces, will be sum of following:
(1) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
(2) Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph 1.5.1(1) above, such as taxes and worker's compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and
which schedule is incorporated herein by reference as though fully set forth herein.

1.5.2 **Material:** Only materials furnished by Subcontractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Subcontractor or other forces) from supplier thereof, except as the following are applicable:

1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
3. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in paragraph 1.5.2(1) of this Section 01 2500.

1.5.3 **Equipment Rental:** For Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
   a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
   b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.

2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
   a. Owner will pay for costs of loading and unloading equipment.
   b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
   c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
   d. Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs discontinuance of use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight number of hours equipment is inoperative due to breakdowns.

1.5.4  Work Performed by Special Forces or Other Special Services: When Owner and CM/GC, by agreement, determine that special service or item of extra Work cannot be performed by forces of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Subcontractors are required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. Owner must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in paragraph 1.4.2 of this Section 01 2500, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

1.6  Force-Account Work

1.6.1  If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the CM/GC may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by Owner. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.4 and 1.5 of this Section 01 2500.

1.6.2  Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between Owner and CM/GC have reached an impasse and a bilateral agreement on the value of the changed Work cannot be reached. Owner may approve other uses of Force-Account Work.

1.6.3  Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, CM/GC shall report to Owner each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.

1.6.4  Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, CM/GC shall report to Owner when 75 percent of the NTE amount has been expended.

1.6.5  Force-Account Work shall be paid as extra Work under this Section 01 2500. Methods of determining payment for Work and materials provided in this paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of Owner, may properly be classified under items for which prices are otherwise established in Contract Documents.
1.7 **Owner-Furnished Materials**

1.7.1 Owner reserves right to furnish materials as it deems advisable, and CM/GC shall have no claims for costs and overhead and profit on such materials.

1.8 **Overhead and Profit Defined**

1.8.1 The following constitutes charges that are deemed included in overhead and profit for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by CM/GC, Subcontractors, or suppliers, and neither CM/GC nor any Subcontractor may invoice or receive payment for these costs separately:

1. **Drawings**: field drawings, Shop Drawings, etc., including submissions of drawings
2. Routine field inspection of Work proposed
3. General Superintendence
4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary
5. Computer services
6. Reproduction services
7. Salaries of project Architect/Engineer, superintendent, timekeeper, storekeeper and secretaries
8. Janitorial services
9. Temporary on-Site facilities:
   a. Offices
   b. Telephones
   c. Plumbing
   d. Electrical: Power, lighting
   e. Platforms
   f. Fencing, etc.
   g. Water
10. Home office expenses
11. Insurance and Bond premiums
12. Commissions
13. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
14. Surveying
15. Estimating
16. Protection of Work
17. Handling and disposal fees
18. Final cleanup
19. Other incidental Work
20. All amounts for items in Bid Items 3 and 4 as described in Section 01 1000 (Summary).

1.9 **RECORDS AND CERTIFICATION**

1.9.1 Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. CM/GC or authorized representative shall complete and sign form each day. CM/GC shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.

1.9.2 No payment for Force-Account Work shall be made until CM/GC submits original invoices substantiating materials and specialists charges.

1.9.3 Owner shall have the right to audit all records in possession of CM/GC relating to activities covered by CM/GC's claims for modification of Contract, including Force-Account Work and CCD Work.

1.9.4 Further, Owner will have right to audit, inspect, or copy all records maintained in...
connection with this Contract, including financial records, in possession of CM/GC relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If CM/GC is a joint venture, right of Owner shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of CM/GC to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article 12 of Document 00 7200.

2  PART 2 PRODUCTS – NOT USED

3  PART 3 EXECUTION – NOT USED

END OF SECTION

COST PROPOSAL FORM FOLLOWS ON NEXT PAGE
**COST PROPOSAL (CP)**

**PERFORMING ARTS CENTER PROJECT**

Contract Number ___

CP Number: ________________

Date: ______________________

In Response To ______________

RFP #, etc.

**To:** SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

Attention: ____________________

Subject Ref. No: _______________

[ENTER OWNER ADDRESS]

Telephone (___) [_______]

Fax: (___) [_______]

From: [INSERT CONTRACTOR’S NAME/ADDRESS]

This Cost Proposal is in response to the above-referenced ________ [insert RFP, etc. as applicable].

Brief description of change(s): ___________________________________________

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By CM/GC: __________________ Signature: __________________ Date: ____________

END OF SECTION
3. Adjustable Shelf Clips (Within Cabinet Units):
   a. Light-Duty for Display Cases: Hafele, #282.17.469, or approved self-locking with seismic hold-down tabs; designed for mounting in ¼ inch pre-drilled, pre-drilled holes.
   c. Heavy-Duty for All Applications, Except as Otherwise indicated: Hafele, #283.13.900 Standards, and #283.64.918 Self Supports, or approved equal by K & V.
   d. Finish: Silver colored anodized.

4. Adjustable Shelf Clips for Exposed Shelves: Self-locking with seismic hold-down; type proposed by fabricator and approved by Architect.


6. Drawer Slides: Side-mounted, full extension with ball-bearing rollers; positive pull-out stop, self-closing, with 1 inch over-travel, and removable drawer feature, rated for 100-pound Capacity, complete with extensions where countertop extends past face of cabinets.
   a. Type and Manufacturer: Accuride 3834SC for drawers 6- to 18 inch wide, and Accuride 7434SC series for drawers up to 24 inches wide.
   b. Acceptable Manufacturers: Grant and K & V.

7. Cabinet Levelers (for stand alone units): Heavy duty; 1-inch vertical adjustment, load capacity up to 850 lbs; Grass America, Inc., or equal.

8. Locks (Cabinets): **Provide locks for drawers, upper/lower cabinets and full-height cabinets. (ADD#1)** Provide locks for cabinet doors where indicated on drawings; masterkey and grand masterkey as directed; provide 2 keys per lock; 3 masterkeys; and 3 grand masterkeys; add spacer to flush out cylinder face with drawer or door.
   a. Quality Standard: Surface mounted from back of door or drawer, zinc die case body with chrome-plated finish, complying with BHMA A156.11, Grade 1; E07121 for doors and E07041 for drawers for ¾-inch fronts plus subfronts.
   b. Manufacture and Model (Schlage C): Olympus Lock Co. (800) 525-0954, or approved equal 6 pin tumbler as follows:
      1) Doors: 700SC Schlage “C” Keyway Door Lock, and Ives Elbow Catch “2” for top of inactive pair of doors.

9. Concealed Elbow Catches (Inactive Doors): Hafele, #245.70.509, or approved.

10. Grommets for Power Cables: Lamp V60, or approved equal nominal 2 inch dia. PVC with adjustable cap insert; color as approve by Engineer.


12. Shelf Brackets: Hafele, or other approved, rated 150 lbs. minimum; steel with gray primer.
    a. Fixed: Hebgo Bracket; Cat. No. Series 287.44.xxx, size to shelf depth.
    b. Folding: Hebgo Folding: Cat. No. Series 287.42.xxx; size to shelf depth.

13. Adjustable Shelves: Knape & Vogt, or approved equal wall brackets and standards, rated 400 lbs. 16 ga. Steel with electro plated finish.
SECTION 096050
TESTING AND REMEDIATION FOR CONCRETE FLOORS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Moisture vapor and alkalinity testing to determine suitability for finish floor covering installation as required in accordance with Section 014500.
   2. Remediation (corrective action) of existing substrates as indicated.

B. Related Section:
   1. 011100 - Sustainable Goals and Procedures: General Requirements.
   2. 012700 - Unit Prices: Unit price requirements.
   3. 015000 – Temporary Facilities and Controls: Requirements for temporary heating and ventilating.
   4. 014500 - Inspection And Testing Laboratory Services
   5. 030150 – Concrete Repair.
   6. 072600 - Vapor Retarder, Underslab requirements.
   7. Division 9 Sections –Respective finish flooring materials affected by this Sections.

C. Request for Unit Price: Provide unit price per 100 square feet of floor area for remediation work in accordance with Contract Documents.
   1. Remediation Work: Provide an osmotic pressure resistant membrane, topically applied vapor and pH reducing membrane acceptable to respective finish flooring material manufacturer, listed in Division 9 Sections 093013- Ceramic Tile, 096429 – Wood Flooring, 096513 – Resilient Flooring and Accessories and 096816 - Carpet, meeting requirements indicated. Refer to Performance Requirements, below. Installation of remediation work shall be coordinated with respective technical sections, and include following:
      a. Surface preparation, abrading the surface as required by the approved osmotic pressure resistant membrane manufacturer as required under conditions of warranty.
      b. Underlayment, as may be required to prevent telegraphing of remediation work through finish flooring.

1.02 REFERENCES:

A. American Society for Testing and Materials (ASTM):
   2. ASTM F710-05 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.