



**REQUEST FOR QUALIFICATIONS
RFQ #0130-15**

**GENERAL CONTRACTORS,
LANDSCAPING CONTRACTORS**

FOR THE

**EVERGREEN VALLEY COLLEGE -
CENTRAL GREEN / ARTS PLAZA
PROJECT #223**

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NOTICE TO CONTRACTORS

Notice is hereby given that the San José/Evergreen Community College District (DISTRICT) has determined that all General Contractors bidding on the Evergreen Valley College – Central Green / Arts Plaza, Project #223 to be undertaken by the DISTRICT, must be prequalified before submitting a bid on the PROJECT. Notice is further given that due to the significant amount of primary landscape work involved in the project, all Landscape Subcontractors intending to submit sub-bids and be listed by a General Contractor, must also be prequalified. It is mandatory that all General Contractors, Landscape Subcontractors (CONTRACTOR) who intend to submit a bid or a sub-bid for the PROJECT, fully complete pertinent parts of the Prequalification Questionnaire, provide all materials requested herein, and be approved by the DISTRICT to be on the final prequalified bidders/sub-bidders list. No bid will be accepted from a CONTRACTOR that has failed to comply with these requirements. If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

LICENSE REQUIRED for GENERAL CONTRACTORS: “B”

**LICENSE REQUIRED for LANDSCAPE SUBCONTRACTORS:
“C-27”**

CONSTRUCTION CAREERS AGREEMENT

All contractors shall agree to be bound by the terms and conditions of the Project Stabilization/Construction Careers Agreement in place between the San Jose/Evergreen Community College District and the Santa Clara & San Benito Counties Building & Trades Council, if awarded a contract or subcontract for the Project. A copy of the Project Stabilization/Construction Careers Agreement is provided as a Reference Document.

OUTREACH PROGRAM

All Contractors shall agree to the terms of the San Jose/Evergreen Community College District Outreach Program if awarded a contract or subcontract for the Project. A copy of the Outreach Program is provided as a Reference Document.

INSURANCE

The District has elected to implement an Owner Controlled Insurance Program (“OCIP”). All Contractors shall agree to the terms of the San Jose/Evergreen Community College OCIP program. The OCIP will provide Workers’ Compensation, Employer’s Liability, General Liability, Contractor’s Pollution Liability, and Builder’s Risk insurance for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site (hereinafter called “Project”). The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in the OCIP specifications and in other contract documents. The District requires that each bidder and its subcontractors of all tiers remove all cost of insurance provided by the OCIP from their bid and from any change orders throughout the project (labor rates shall not include any insurance costs related to OCIP).

OCIP SAFETY PROGRAM

All Contractors shall agree to the terms of the San Jose/Evergreen Community College District OCIP & Safety Program if awarded a contract or subcontract for the Project. The District's OCIP Administrator shall conduct periodic loss control surveys on behalf of the owner to supplement the safety and loss prevention activity of each contractor and subcontractor; regardless of insurance status. These surveys will be distributed to the General Contractor, District and all applicable insurance parties. They will focus on evaluating the contractors' efforts to minimize loss, assist in identifying loss exposures, and to recommend appropriate corrective measures. All contractor and subcontractors of all tiers shall comply with all CAL OSHA requirements. In addition, a Mandatory 6' Fall Protection rule has been applied and will be strictly adhered to by all contractor and subcontractors. A copy of the 2013-2015 SEWUP Contractual Provisions SJECCD is provided as a Reference Document.

FILING OF PREQUALIFICATION SUBMITTALS

A Contractor or Subcontractor (CONTRACTOR) seeking prequalification must provide three (3) copies of the fully completed Prequalification Questionnaire in a sealed package to: **Prequalification Submittal for the Evergreen Valley College - Central Green / Arts Plaza, Bid #0130-15, Project #223 Attention: Carlos Marques, San José/Evergreen Community College District, 40 South Market Street, San Jose, CA 95113, on March 31, 2015 at 10:00 am.**

Please clearly indicate on the sealed package, the CONTRACTOR NAME and for which of the (2) categories the CONTRACTOR is seeking prequalification (General/Prime, Landscape). CONTRACTOR must submit separate packages for each category (General/Prime, Landscape). NOTE: Failure to provide a completed Prequalification Questionnaire before the time and date specified above precludes prequalification and subsequent participation in the bidding and construction of the PROJECT.

Pre-Qualification packets may be obtained from the District's website at:

<http://www.sjeccd.edu/district-services/fiscal-services/purchasing-bids>

NOTIFICATION OF DETERMINATION

Contractors that submit a Prequalification Questionnaire will be notified in a Notice of Determination regarding their firm's status, whether or not they are prequalified to bid or provide sub-bids on the PROJECT. Contractors are advised that the act of submitting a Prequalification Questionnaire is not, in itself, a guarantee that the DISTRICT will determine that the Contractor is prequalified. A list of prequalified Contractors will be available on the District's website during the bid period.

End of Notice

INTRODUCTION

GENERAL

The San José/Evergreen Community College District (DISTRICT) is prequalifying responsible General Contractors (Contractor), and Landscape Subcontractors (Contractor) for bidding on anticipated work associated with the construction of the EVERGREEN VALLEY COLLEGE – Central Green / Arts Plaza, Project #223. A brief description of the Project is contained at the end of this document. The Project requires that General Contractors hold a “B” license; and Landscaping Contractors hold a “C-27” license. Following the solicitation for bids and bidding of the PROJECT to the prequalified General/Prime Contractors, the DISTRICT intends to award a construction contract to the lowest responsible and responsive bidder that has been deemed qualified through participation in this prequalification process, and lists a prequalified Landscaping Subcontractor. A General/Prime Contractor intending to self-perform any or both of the Landscaping work must complete and submit separate Prequalification Submittals for that category of work, and must successfully be prequalified through the process outlined in this Request for Prequalification of Contractors. The DISTRICT anticipates soliciting for bids on the PROJECT from March 10, 2015 through March 31, 2015.

EXCLUSIVE PROCESS

Each prospective Contractor wishing to submit a bid or sub-bid on the PROJECT must provide a complete Prequalification Submittal and must successfully be prequalified through the process outlined in this Request for Prequalification of Contractors. No other prequalification process completed for the DISTRICT will meet these requirements.

PREPARATION OF PREQUALIFICATION SUBMITTAL

To be considered for prequalification, each Contractor must provide a Prequalification Submittal which consists of the completed Prequalification Questionnaire, with all required attachments and other supplemental information, bound into a complete package. The DISTRICT requires complete answers to all questions in the Prequalification Questionnaire. The DISTRICT will not accept information or documents from other parties. Submission of an incomplete and/or unclear Prequalification Submittal could result in rejection of the prospective contractor.

Documents making up the Prequalification Submittal should be presented bound and separated by section dividers. Oversize drawings (larger than 11x17) should not be included. The completed Prequalification Submittal is not to exceed 25 pages. **The DISTRICT requires that 3 copies of the Prequalification Submittal** be delivered to the DISTRICT at the required location, date and time specified in the Notice to Contractors.

The DISTRICT reserves the right to waive minor irregularities and omissions in the information contained in a submitted Prequalification Questionnaire and the form of such information.

REQUESTS FOR INFORMATION

All **questions or requests must be submitted in writing** to the District's Program Manager, Gilbane Building Company, to the attention of Scot Chamberlain, with a copy to Antonio Thomas and Amna Chaudry at:

schamberlain@gilbaneco.com

athomas1@gilbaneco.com

achaudhry@gilbaneco.com

With a copy to the District Purchasing Agent, Carlos Marques at:

Carlos.Marques@sjeccd.edu

The Contractor shall only rely on information contained in this Request for Prequalification of Contractors, and any subsequent written supplement issued by the DISTRICT, for preparation of the Prequalification Submittal. Contractors shall not rely on any other written or any oral statements of the DISTRICT or its officers, directors, employees, or agents regarding the PROJECT or the Prequalification Questionnaire in preparing and submitting the Prequalification Submittal.

MANDATORY JOB WALK

The District will conduct a mandatory Job-Walk for the work at 10:00 AM on March 19, 2015. Bidders are to meet at the Gilbane Offices located at Evergreen Valley College at 3095 Yerba Buena Road, San Jose, CA 95135. A map to the Job-Walk location is attached as a Reference Document.

TIME AND DATE FOR SUBMISSION

Refer to the NOTICE TO CONTRACTORS included in this Request for Prequalification of Contractors for the required submission deadline. Prequalification Submittals are to be delivered to the DISTRICT at the required location, before the specified date and time. Late submissions will be deemed not qualified.

EVALUATION AND ANALYSIS

The DISTRICT will use the information obtained in the prequalification process to determine whether a Contractor is qualified to bid on the PROJECT. The DISTRICT reserves the right to verify from other available sources the information provided by the Contractor and to rely upon such information gathered during the verification process. The DISTRICT will evaluate the information gathered during this prequalification process by using the objective criteria set forth in this document.

NOTIFICATION

The DISTRICT will notify each Contractor of whether its firm has been prequalified to bid on the PROJECT through a Notice of Determination. Following issuance of a Notice of Determination, the DISTRICT reserves the right to adjust, increase, limit, suspend or rescind the prequalification rating of Contractors based on subsequently learned information.

Construction documents defining the PROJECT scope of work will be available to Contractors placed on the prequalified list, with an invitation to submit sealed bids at a subsequent time to be announced.

EFFECT OF PREQUALIFICATION

While it is the intent of this Prequalification Questionnaire and documents required therewith to assist the DISTRICT in determining Contractor responsibility before the bid and to aid the DISTRICT in selecting the lowest responsible bidder, neither the fact of prequalification, nor any prequalification rating, will preclude the DISTRICT from a post-bid consideration and determination of Contractor responsibility.

Moreover, the DISTRICT expressly reserves the right to suspend or abandon the prequalification process at any time.

APPEALS PROCEDURE

The DISTRICT will deliver a written Notice of Determination to each Contractor that has submitted a Prequalification Questionnaire. If the DISTRICT determines a Contractor is not qualified or responsible to bid on the PROJECT, the Contractor has the right to appeal the determination; the Notice of Determination for any such disqualified Contractor shall also notify the Contractor of the basis of the determination and any supporting evidence obtained from third parties or through investigation. The following procedures shall apply whenever a Contractor desires to protest that determination.

No Contractor will have the right to appeal a determination that it is not qualified based upon a late or incomplete Prequalification Submittal, omission of requested information or falsification of information.

Any Contractor that the DISTRICT determines is otherwise not qualified or responsible has the right to a hearing to appeal that determination. The appeal by the Contractor shall be undertaken at the Contractor's expense.

The Contractor initiates an appeal by delivering to the DISTRICT a written notice requesting a hearing and setting forth in general terms the basis of the appeal. The Contractor must deliver the written notice to the same location that it delivered the Prequalification Submittal. The Contractor must deliver such written notice within 5 business days following the date of the DISTRICT's Notice of Determination that the Contractor is not qualified or responsible. The Contractor waives its right to appeal the DISTRICT's decision if it fails to deliver the notice within 5 business days.

The Vice Chancellor of Administrative Services for the San José/Evergreen Community College District, or their designee, will conduct a hearing on the appeal no later than 5 business days following the Contractor's delivery of the written notice of appeal. The hearing conducted by the Director will be informal and is not an evidentiary hearing. At the hearing, the Contractor will be given the opportunity to present information and reasons in opposition to the DISTRICT's determination. The Director will consider all evidence, information and arguments submitted by the Contractor relevant to the DISTRICT's determination, the DISTRICT's response to such evidence, information and arguments, and any other information the Director deems relevant.

Within 5 business days following the hearing, the Vice Chancellor or their designee, will provide a written decision whether the Contractor is qualified or not qualified. The written decision is the final determination of the issue, and the Contractor shall have no further administrative appeals.

The procedure and time limits set forth above are mandatory and the Contractor's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

PUBLIC RECORD

State law requires that the names of contractors applying for prequalification status shall be public records subject to disclosure. Other than this, the prequalification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purposes of verification, investigation of allegations of falsification or other wrongdoing, or in any appeal hearing or in connection with any claim or legal proceeding.

END OF INTRODUCTION

PREQUALIFICATION QUESTIONNAIRE

Part I. Contact Information

The Contractor must provide all of the following contact information to be considered for prequalification. The Contractor must also sign the Certification on the last page, certifying that the statements and information contained in this Prequalification Questionnaire are complete and accurate and that the Prequalification Submittal contains no false or deliberately misleading information. By signing the Certification, the Contractor acknowledges that receipt of this submittal by the DISTRICT does not constitute either a direct or implied guarantee to the Contractor that prequalification is or will be granted. By signing the Certification and submitting this Prequalification Questionnaire, the Contractor further agrees to be bound by the procedures and conditions of prequalification described in this Request for Prequalification for Contractors and the Prequalification Questionnaire.

Legal Name of Contractor: _____

Check One: Corporation
 Partnership
 Sole Proprietorship
 Joint Venture

Contact Person: _____

Address of Contractor: _____

Phone Number: _____ E-mail: _____

If firm is a sole proprietor or partnership, provide Owner(s) of Company: _____

If Contractor is a Corporation, provide the State of Incorporation: _____

Seeking Prequalification for: General Contractor B
 Landscaping Contractor C-27

Contractor's License Number(s): _____

Number of years Contractor has been licensed in California: _____

End of Part I

Part II. General Information

The Contractor must provide all of the following information to be considered for prequalification.

- 1. Has there been any change in ownership of the firm at any time during the last 3 years?

NOTE: A publicly-traded corporation is not required to answer this question.

Yes No

If "Yes"; explain on a separate signed page.

- 2. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms if a firm owns 50% or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "Yes"; explain on a separate signed page.

- 3. Are any corporate officers, partners or owners connected to any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "Yes"; explain on a separate signed page.

- 4. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

License: _____ Exp. _____ License: _____ Exp. _____
License: _____ Exp. _____ License: _____ Exp. _____
License: _____ Exp. _____ License: _____ Exp. _____

- 5. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license. Include their position in the company.

- 6. Has your firm changed its name(s) or license number(s) in the past 5 years?

Yes No

If "Yes"; explain on a separate signed page, including the reason for the change.

- 7. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last 5 years?

Yes No

If "Yes"; explain on a separate signed page, including the reason for the change.

8. This is a prevailing wage job, is subject to the San José/Evergreen Community College District Construction Careers Agreement (CCA), and also to the California State Department of Industrial Relations (DIR) contractor registration. List the DIR registration number for all Contractors / Subcontractors submitting qualifications for this project.

Firm Name	DIR Registration #	Expiration Date

End of Part II

Part III. Essential Requirements for Qualification

NOTE: Contractor will be immediately disqualified if the answer to any of questions 1 through 4 is “No.”

1. Select the appropriate category(ies) for which the Contractor is seeking prequalification. Leave non-applicable category(ies) blank.

For General/Prime Contractors: Contractor possesses a valid and current California Contractor’s “B” license.

Yes No

For Landscaping Subcontractors: Contractor possesses a valid and current California Contractor’s “C-27” license.

Yes No

2. Contractor has a Commercial General Liability Insurance policy with a policy limit of at least \$2,000,000 per occurrence/\$2,000,000 aggregate. **Include a certificate of insurance verifying current insurance coverage.**

Yes No

3. Contractor has current Workers’ Compensation Insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

Yes No

4. Contractor has attached the latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.

Yes No

5. Contractor has attached a **notarized statement** from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project or portion of the project for which you seek prequalification. **NOTE: Notarized statement must be from the surety company, not an agent or broker.**

Engineer’s estimate for the entire PROJECT:

\$ 4 Million approx.

Yes No

NOTE: Contractor will be immediately disqualified if the answer to any of questions 6 through 11 is “Yes”.

6. Has your contractor’s license been revoked at any time in the last 5 years?
 Yes No

7. Has a surety firm completed, or paid for completion of a contract on your behalf because your firm defaulted or was terminated by the project owner within the last 5 years?
 Yes No

8. Does your firm have an agreement with the any public entity, not to bid on public works project, now or within the past 3 years?
 Yes No

9. At the time of submitting this Prequalification Questionnaire, is your firm ineligible to bid on or be awarded any local, state or federal public works contract, or to perform as a subcontractor on any such public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7 or any other local, state or federal law or regulation?
 Yes No

10. Is your firm currently the debtor in a bankruptcy case?
 Yes No

11. At any time during the last 5 years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
 Yes No

End of Part III

Part IV. Organizational Performance, Compliance with Civil and Criminal Laws

For Firms That Are Corporations:

- 1a. Date incorporated : _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation’s stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Firm	Dates of Person’s Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture.
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

A. History of the Business, Financial and Organizational Performance

This Part IV-A contains a total of 17 scored questions about the history of the business and its organizational performance. There is a maximum total of 117 points that can be scored on these 17 questions. In order to prequalify, a minimum of 85 points must be scored on these 17 questions. Contractor must respond to all questions.

1. How many years has your organization been in business in California as a:

General/Prime Contractor under your present business name and license number?
_____ years. Note: Each category will be scored independently.

< 3 years = 0 points

3-4 years = 2 points

5+ years = 3 points _____

Landscaping Subcontractor under your present business name and license numbers?
_____ years. Note: Each category will be scored independently.

< 3 years = 0 points

3-4 years = 2 points

5+ years = 3 points _____

2. Was your firm in bankruptcy any time during the last 5 years? (This question refers only to a bankruptcy action that was not described in answer to question #10, Part III).

Yes No

“Yes” = 0 points “No” = 3 points _____

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

3. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last 5 years?

Yes No

“Yes” = 0 points “No” = 5 points _____

4. Indicate which of the following statements is true (select only 1):

In the last 5 years, our firm has never been assessed and paid liquidated damages, pursuant to a construction contract with either a public or private owner. (5 points)

In the last 5 years, our firm has been assessed and paid liquidated damages, pursuant to a construction contract with either a public or private owner on 1 project. (3 points)

In the last 5 years, our firm has been assessed and paid liquidated damages, pursuant to a construction contract with either a public or private owner on each of 2 projects. (0 points)

5. In the last 5 years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or terminated "for cause" from a construction project, or defaulted on a construction contract, or been found not to be responsible?

NOTE: "Associated" refers to another construction firm in which an owner, partner or officer of your firm held a similar position.

Yes No

"Yes" = 0 points "No" = 8 points

6. In the last 5 years has your firm, or any firm with which any of your company's owners, officers or partners was associated, had an active agreement with either the AGENCY or any public entity to not bid on public works projects.

NOTE: "Associated" refers to another construction firm in which an owner, partner or officer of your firm held a similar position.

Yes No

"Yes" = 0 points "No" = 8 points

7. In the last 5 years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

"Yes" = 0 points "No" = 5 points

NOTE: Questions 8 & 9 refer only to disputes between your firm and the owner of a project, including information about "pass-through" disputes in which the actual dispute is between your subcontractor and a project owner. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. Also, you may omit reference to all disputes about amounts of less than \$50,000.

8. In the past 5 years, has an owner ever filed any claim or formally requested arbitration against your firm concerning your firm's work on a construction project?

Yes No

If your answer is "Yes," then state how many times this has occurred:

5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.

9. In the past 5 years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or formally requested arbitration of the claim?

Yes No

If your answer is "Yes," then state how many times this has occurred:

8 points for "No",
6 points for "Yes" indicating 1 such instance,
3 points for "Yes" indicating 2 such instances,
0 points for "Yes" if more than 2 such instances.

10. At any time during the past 5 years, has any company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes No

If your answer is "Yes," then state how many times this has occurred:

8 points for "No",
6 points for "Yes" indicating 1 such claim,
3 points for "Yes" indicating 2 such claims,
0 points for "Yes" if more than 2 such claims

11. In the last 5 years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If your answer is "Yes," then state how many times this has occurred: _____

3 points for either "No" or "Yes" indicating 1 such instance.
2 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.

12. Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

“Yes” = subtract 5 points “No” = 5 points _____

13. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

“Yes” = subtract 5 points “No” = 5 points _____

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

“Yes” = subtract 5 points “No” = 5 points _____

15. State the percentage rate that your firm was required to pay for performance and payment bonds on all projects on which your firm worked at any time during the last 3 years.

_____ %

If your firm was required to pay a premium > 1 %, you may provide an explanation.

**3 points if the rate is no more than 1.00 percent.
2 points if the rate was no higher than 1.25 percent.
0 points for any other answer.** _____

16. During the last 5 years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

“Yes” = 0 points “No” = 3 points _____

17. Provide one of the following:

(a) A copy of a reviewed or audited financial statement for your firm’s latest fiscal year. A financial statement that is either not reviewed or audited is not acceptable. A letter verifying the availability of a line of credit is not a substitute for the required financial statement.

OR

- (b) On Contractor's letterhead, provide specific numerical data for the following four (4) financial ratios with respect to your firm's latest complete fiscal year, signed and dated by Contractor's Chief Financial Officer, President or Chief Executive Officer.

Financial Assessment Ratios

Assessment	Formula	Desired Ratio
Current Ratio	Current Assets / Current Liabilities	> 1.25
Net Worth	Total Assets – Total Liabilities	≥ 0
Working Capital	Current Assets – Current Liabilities	≥ 10% of Est. Cost
Leverage	Total Liabilities / Equity	≤ 2.5

Current Ratio

8 points if the ratio is greater than 1.25

4 points if the ratio is 1.25 or less, but greater than 1.0

0 points if the ratio is 1.0 or less

Net Worth

8 points if the ratio is greater than or equal to 0

0 points for a ratio less than 0

Working Capital

8 points for a ratio greater than or equal to 10% of estimated cost of project (\$1.2 M)

4 points for a ratio greater than or equal to 7.5% of estimated cost of project (\$900K)

0 points for any other answer

Leverage

8 points for a ratio less than or equal to 2.5

4 points for a ratio greater than 2.5 but less than 3.25

0 points for any other answer

End of Part IV-A

B. Compliance with Safety, Workers Compensation & Prevailing Wage laws

This Part IV-B contains a total of 10 scored questions about compliance with safety, workers compensation, prevailing wage and apprenticeship laws. There is a maximum total of 60 points that can be scored on these 10 questions. In order to prequalify, a minimum of 43 points must be scored on these 10 questions. Contractor must respond to all questions.

1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past 5 years?

NOTE: If you have filed an appeal of a citation and the Occupational Safety & Health Appeals Board has not yet ruled on the appeal, you need not include information about it.

Yes No

If your answer is “Yes,” then state how many times this has occurred and attach a separate signed page describing each citation: _____

*8 points for either “No” or “Yes” indicating only 1 such instance.
5 points for “Yes” indicating 2 such instances.
0 points for “Yes” if more than 2 such instances.* _____

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past 5 years?

NOTE: If you have filed an appeal of a citation and the appropriate Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If your answer is “Yes,” then state how many times this has occurred and attach a separate signed page describing each citation: _____

*8 points for either “No” or “Yes” indicating 1 such instance.
5 points for “Yes” indicating 2 such instances.
0 points for “Yes” or if more than 2 such instances.* _____

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past 5 years?

NOTE: If you have filed an appeal of a citation & the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If your answer is “Yes,” then state how many times this has occurred and attach a separate signed page describing each citation: _____

*5 points for either “No” or “Yes” indicating 1 such instance.
3 points for “Yes” indicating 2 such instances.
0 points for “Yes” or if more than 2 such instances.* _____

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

*3 points for an answer of once each week or more often.
0 points for any other answer*

5. How often do you require documented safety inspections be made by the safety officer or manager during the course of a project?

*3 points for an answer of once each month or more often.
0 points for any other answer*

6. List your firm's Experience Modification Factor (EMF) (California Workers' Compensation Insurance) for each of the past 5 premium years:

NOTE: An Experience Modification Factor is issued to your firm annually by your Workers' Compensation Insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If the EMF for any of these 3 years is or was 1.00 or higher, you may attach a letter of explanation.

*12 points for three-year average EMF of 0.95 or less
9 points for three-year average of EMF of more than 0.95 but no more than 1.00
0 points for any other average EMF*

7. List all subcontractor firm's Experience Modification Factor (EMF) (California Workers' Compensation Insurance) for each of the past 5 premium years:

Firm Name	EMF Current Year	EMF Previous Year	EMF Prior to Previous Year

If any subcontractor EMF for any of these 3 years is or was 1.25 or higher, you may attach a letter of explanation.

*12 points for three-year average EMF of .95 or less
9 points for three-year average of EMF of more than 0.95 but no more than 1.19
0 points for any other average EMF*

8. Within the last 5 years, has there ever been a period when your firm had employees but was without Workers' Compensation Insurance or state-approved self-insurance?

Yes No

If your answer is "Yes," then state how many times this has occurred: _____

*3 points for either "No" or "Yes" indicating 1 such instance.
0 points for any other answer.* _____

9. Has there been any occasion during the last 5 years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with any state or local prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If your answer is "Yes," then state how many times this has occurred in total:

*3 points for either "No," or "Yes" indicating either 1 or 2 such instance.
2 points for "Yes" indicating 3 such instances.
0 points for "Yes" and more than 3 such instances.* _____

10. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

Yes No

If your answer is "Yes," then state how many times this has occurred in total:

*3 points for either "No," or "Yes" indicating either 1 or 2 such instance.
2 points for "Yes" indicating 3 such instances.
0 points for "Yes" and more than 3 such instances.* _____

Total _____

End of Part IV-B

Part V. Experience: Recent Similar & Relevant Construction Projects

This Part V contains a total of 6 scored questions for General/Prime Contractors and 5 scored questions for Landscaping subcontractors about your firm’s experience with projects that are similar and relevant to the Central Green / Arts Plaza Project, are located on an active educational campus, and that will be approved and inspected by the Division of the State Architect (DSA). See Project Description below:

The Central Green / Arts Plaza Project restores existing pedestrian pathways to meet ADA compliance, restores existing hardscape and softscape areas including irrigation, planting, exterior way-finding signage, and lighting. There are two primary areas within the Evergreen Valley College campus that are being restored as part of this project. The Central Green is the central campus gathering space, and the Arts Plaza is the main east pedestrian entry to the campus. Central Green restorations include restoration of pathways, landscaping, structural stairways, lighting, upgrades to the Gullo emergency firelane, and the addition of a pedestrian pathway between the Gullo firelane and South Campus project. Arts Plaza restorations will reconfigure plaza spaces to correct ADA compliance deficiencies, the addition of pedestrian drop-off lanes for vehicles, new bus shelters, and structural screening of electrical equipment for increased student safety.

For General/Prime Contractors, there is a maximum total of **39** points that can be achieved on the 6 scored questions. In order for a General/Prime Contractor to prequalify, it must achieve a minimum of **29** points on these questions. Contractor must respond to all questions.

For Landscaping Subcontractors, there is a maximum total of **39** points that can be achieved on the 6 scored questions. In order for a Landscaping Subcontractor to prequalify, it must achieve a minimum of **29** points on these questions. Contractor must respond to all questions.

1. **For General/Prime Contractors:** Has your firm as a prime contractor successfully completed a project that involved the restoration of pedestrian pathways to meet ADA compliance, restoration of existing hardscape and softscape areas including plazas, landscaping, irrigation, lighting, vehicular drive lanes, structural stairways, and relocation of fire hydrants?

Yes No

If your answer is “Yes,” then state the name of the project(s) below (up to 3 projects) and complete a separate Project Data Sheet (Part VI) for each project. Failure to submit a Project Data Sheet for a project will disqualify that project from being considered for points under this Part V.

Project Name	Owner

Up to 3 points for each listed project for which the information provided on a completed Project Data Sheet is verified by District. (3 projects max.) _____

2. Of the projects listed in Question 1, identify the projects that were constructed on a public educational campus that was fully operational throughout the duration of the construction project.

Project Name	Owner

2 points for each listed project for which the information provided on a completed Project Data Sheet is verified by District. (3 projects max.) _____

3. Of the project(s) listed in Question 1, identify the projects that had construction cost of: \$3 Million for General/Prime Contractors.

Project Name	Owner

2 points for each listed project for which the information provided on a completed Project Data Sheet is verified by District. (3 projects max.) _____

4. Of the projects listed in Question 1, identify the projects that were 250,000 square feet or greater.

Project Name	Owner

2 points for each listed project for which the information provided on a completed Project Data Sheet is verified by District. (3 projects max.) _____

5. Of the project(s) listed in Question 1, identify the projects that were completed on a Community College campus that was fully operational throughout the duration of the construction project.

Project Name	Owner

2 points for each listed project for which the information provided on a completed Project Data Sheet is verified by District. (3 projects max.)

6. Of the projects listed above in Question 1, identify the projects that were reviewed, approved, and certified by the California Division of the State Architect (DSA).

Project Name	Owner

2 points for each listed project for which the information provided on a completed Project Data Sheet is verified by District. (3 projects max.)

1. **For Landscaping Subcontractors:** Has your firm as a lead Landscaping contractor successfully completed a project that involved the restoration of existing hardscape and softscape areas including landscape irrigation/control systems, and storm drainage utilities?

Yes No

If your answer is “Yes,” then state the name of the project(s) below (up to 3 projects) and complete a separate Project Data Sheet (Part VI) for each project. Failure to submit a Project Data Sheet for a project will disqualify that project from being considered for points under this Part V.

Project Name	Owner

Up to 3 points for each listed project for which the information provided on a completed Project Data Sheet is verified by District. (3 projects max.)

2. Of the projects listed in Question 1, identify the projects that were constructed on a public educational campus that was fully operational throughout the duration of the construction project.

Project Name	Owner

2 points for each listed project for which the information provided on a completed Project Data Sheet is verified by District. (3 projects max.)

3. Of the project(s) listed in Question 1, identify the projects that had construction cost of: \$1.5 Million for Landscape Subcontractors.

Project Name	Owner

2 points for each listed project for which the information provided on a completed Project Data Sheet is verified by District. (3 projects max.)

4. Of the projects listed in Question 1, identify the projects that were 250,000 square feet or greater.

Project Name	Owner

2 points for each listed project for which the information provided on a completed Project Data Sheet is verified by District. (3 projects max.)

5. Of the project(s) listed in Question 1, identify the projects that were completed on a Community College campus that was fully operational throughout the duration of the construction project.

Project Name	Owner

2 points for each listed project for which the information provided on a completed Project Data Sheet is verified by District. (3 projects max.)

6. Of the projects listed above in Question 1, identify the projects that were reviewed, approved, and certified by the California Division of the State Architect (DSA).

Project Name	Owner

2 points for each listed project for which the information provided on a completed Project Data Sheet is verified by District. (3 projects max.)

Total Points this Part _____

End of Part V

Part VI. PROJECT DATA SHEET - one Project per Project Data Sheet

Contractor Name: _____
(Seeking Prequalification)

Project Name: _____

Location: _____

Owner: _____

Provide the **names, titles and current phone numbers** of the Owner's Project Manager and at least one other person who you believe to be best qualified to answer the interview questions set forth in the Interview Section, beginning on Page 27 of this Prequalification Questionnaire. **It is the Contractor's responsibility to confirm that contact information is current. Non-current information may result in rejection of the project for evaluation.**

1) Owner Contact Name/Title: _____

Owner Contact Phone: _____

2) Owner Contact Name/Title: _____

Owner Contact Phone: _____

Architect or Engineer: _____

Architect/Engineer Contact Name: _____

Architect/Engineer Contact Phone: _____

Project Description, Scope of Work Performed *(Be descriptive and include similar/relevant aspects to the Central Green / Arts Plaza Project project for which your firm is seeking prequalification such as DSA involvement, or performing work in an occupied and/or operating space. It is solely the responsibility of the Contractor to include sufficient information regarding project relevancy to allow the DISTRICT to appropriately evaluate & assign points for the submitted projects)*

Educational Campus Site Improvement Project? Yes No

Site Improvement Project on an operational educational campus? Yes No

Public Agency Project? Yes No

DSA Project? Yes No

Cost Information:

Original Contract Value: _____

Contract Change Orders Granted by Owner: _____

Total Construction Cost of Project: _____

Total Construction Cost of Site Improvement portion: _____

Total Value of Landscaping Contract: _____

(For Landscaping Subcontractors Only)

Total Square Footage of renovation site: _____

Schedule Information:

Original Contract Completion Date: _____

Time Extensions Granted by Owner (number of days): _____

Contract End Date (a+b): _____

Actual Date of Completion: _____

End of Part VI

Project Description

The San José/Evergreen Community College District educates more than 30,000 students per year. The District voters passed Proposition 39 general obligation bond measure in the amount of \$185 million for San José/Evergreen Community College District, Measure G-2004. This bond measure supports the District's efforts toward upgrading its facilities, constructing energy-efficient, technology-driven, classrooms and labs, upgrading outdated electrical, plumbing, heating/ventilation systems, and working toward achieving maximum efficiency, for teaching environments and in the infrastructure that supports those environments.

The Central Green / Arts Plaza Project restores existing pedestrian pathways to meet ADA compliance, restores existing hardscape and softscape areas including irrigation, planting, exterior way-finding signage, and lighting. There are two primary areas within the Evergreen Valley College campus that are being restored as part of this project. The Central Green is the central campus gathering space, and the Arts Plaza is the main east pedestrian entry to the campus. Central Green restorations include restoration of pathways, landscaping, structural stairways, lighting, upgrades to the Gullo emergency firelane, and the addition of a pedestrian pathway between the Gullo firelane and South Campus project. Arts Plaza restorations will reconfigure plaza spaces to correct ADA compliance deficiencies, the addition of pedestrian drop-off lanes for vehicles, new bus shelters, and structural screening of electrical equipment for increased student safety.

End of Project Description

End of Prequalification Questionnaire

REQUEST FOR QUALIFICATIONS # 0130-15

GENERAL CONTRACTORS & LANDSCAPING CONTRACTORS FOR:

**EVERGREEN VALLEY COLLEGE
CENTRAL GREEN / ARTS PLAZA
PROJECT #223
SAN JOSE, CALIFORNIA**

ATTACHMENT RFQ-1

REQUEST FOR QUALIFICATIONS DECLARATION

1. This response is submitted by the entity listed below. All correspondence regarding this Request for Qualifications should be sent by the District to:

(Name of Contractor)

(Primary Contract for RFQ Correspondence)

(Address)

(City, State, Zip Code)

(E-mail Address)

(Telephone/FAX)

2. The undersigned acknowledges that the following Amendment No(s). _____ to the Request for Qualifications (RFQ) have been reviewed.
3. The undersigned agrees to be bound by the terms and conditions of the Project Stabilization / Construction Careers Agreement in place between the San Jose / Evergreen Community College District and the Santa Clara & San Benito Counties Building & Trades Council, if awarded a contract or subcontract for the Project. A copy of the Project Stabilization / Construction Careers Agreement is provided as a Reference Document.
4. The undersigned has reviewed the San Jose/ Evergreen Community College District Outreach Program and agrees to its terms if awarded a contract or subcontract for the Project. A copy of the Outreach Program is provided as a Reference Document.
5. The undersigned certifies that the proposing Contractor takes no exception to the terms of the RFQ or the Amendments to the RFQ issued by the District.
6. All information submitted for evaluation will be considered official information acquired in confidence, and the District will maintain its confidentiality to the extent permitted by law.

7. It is critical that the prospective proposer fill out all required information accurately, completely, thoughtfully and to the best of its knowledge. Ambiguous or incomplete information may lead to an unfavorable rating and subsequent disqualification of the contractor. Should the District discover any material misrepresentations in Contractor's response to the RFQ that would have resulted in the contractor not being prequalified. The District reserves the right to make a claim for "fraud in the inducement" and seek to recover all fees paid to Contractor in addition to any other false claim/breach of contract remedies it may seek.

IMPORTANT: If the below is signed by other than the sole proprietor, a general partner or corporate officer, attach original notarized Power of Attorney or Corporate Resolution.

Check one of the following:

I, the undersigned:

- Am the sole proprietor. _____
- Am a general partner. _____
- Am a corporate officer. _____
- Am none of the above and have attached an original notarized Power of Attorney or Corporate Resolution as required above. _____

NOTE: Failure to return a properly completed Declaration will result in disqualification of the Contractor.

I, _____, hereby declare that I am the
(Printed Name)

_____ of _____
(Title) (Name of Firm)

Submitting this response to the Request for Qualifications, that I am duly authorized to sign this response on behalf of the above named firm; and that all information set forth in this response and all attachments hereto are, to the best of my knowledge, true, accurate and complete as of its submission date.

The undersigned declares under penalty of perjury that all of the information submitted with this form is true and correct and that this declaration was executed in _____ County, California, on _____.
(Date)

REQUEST FOR QUALIFICATIONS # 0130-15

GENERAL CONTRACTORS & LANDSCAPING CONTRACTORS FOR:

**EVERGREEN VALLEY COLLEGE
CENTRAL GREEN / ARTS PLAZA
PROJECT #223
SAN JOSE, CALIFORNIA**

ATTACHMENT RFQ-2

DECLARATION OF FINANCIAL CONDITION

To be submitted with the Statement of Qualifications and the **Audited or Reviewed Financial Statements.**
(For Individual, Partnership, or Corporation)

(Name of Individual, Partner, or Officer)

If an individual, doing business as _____

Declares that: I am _____ (capacity) of the _____ (entity) submitting the Statement of Financial Condition; that I have read the Statement of Financial Condition and am familiar with the accounting records from which it was prepared; and that the Statement of Financial Condition is a true and accurate statement of _____ (my or the) financial condition of _____ (the partnership or firm) as of its date.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was subscribed at:

City County

State of _____ on _____
Date

(Individual, Partner or Officer must sign here)

For Partnership only:

The foregoing declaration is hereby affirmed

(Remaining Partner of firm sign here)

ATTACHMENT A

CONSTRUCTION CAREERS AGREEMENT

**CONSTRUCTION CAREERS AGREEMENT
FOR ALL MEASURE G BOND PROJECTS
FOR THE
SAN JOSE EVERGREEN COMMUNITY
COLLEGE DISTRICT**



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Document 00 73 49 CONSTRUCTION CAREERS AGREEMENT

**CONSTRUCTION CAREERS AGREEMENT FOR ALL MEASURE G BOND
PROJECTS FOR THE
SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT**

INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations during construction of the San Jose Evergreen Community College District Measure G Bond Projects ("the Project") and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the successful completion of the Project is of the utmost importance to the San Jose Evergreen Community College District ("the District"); and

WHEREAS, Construction Careers Agreements are intended to eliminate circumvention of prevailing wage rate requirements of the Labor Code; and

WHEREAS, large numbers of workers of various skills will be required to complete construction of the Project, including those to be represented by the Unions affiliated with the Santa Clara & San Benito County Building and Construction Trades Council and any other labor organization which are signatories to this Agreement employed by contractors and subcontractors who are signatories to agreements with said labor organizations; and

WHEREAS, it is recognized that completion of the Project with multiple contractors and bargaining units on job sites at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District and its students, the Unions and Contractor/Employers are served if the construction of the Project proceeds in an orderly manner without disruption because of strikes, picketing or other legal and recognizable rights of workers; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement, so that construction of the Project is not delayed, hindered or disrupted by labor disagreements, labor disturbances or other forms of laborer picketing, strikes or other similar conduct; and

WHEREAS, the Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with

said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for construction of the Project, or portions thereof will be awarded by the District in accordance with the applicable provisions of the California State Public Contract Code and the California Education Code; and

WHEREAS, if the laws governing the District's award of contracts to construct the Project, or portions thereof, require competitive bidding, the District shall have the absolute right to award contracts for construction of the Project, or portions thereof to the responsible bidder submitting the lowest priced Bid Proposal responsive to the material bidding requirements established by the District, or to reject all Bid Proposals.

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project, to include efforts of all parties to recruit bidders to this Project through notification and communication not typically done under non-CCA projects; and

WHEREAS, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of Local Area Residents ("LAR", defined in Appendix B) and has identified the need to prepare its students for lifelong careers and continuing education, recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, by requiring, as a condition of performing work on the Project, Contractor/Employers to provide training and employment opportunities to local residents registered in (bona fide) apprenticeship programs, the residents within the District's jurisdictional boundaries and the District benefit.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I DEFINITIONS

1.1 "Agreement" means this Construction Careers Agreement plus appendixes A, B and C, including modifications thereto

1.2 "District" means the authorized representative of the San Jose Evergreen Community College District.

1.3 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and enters into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the District and which incorporate this Agreement.

1.4 "Construction Contract" means the public works contract which will include but not be limited to the District, the Program/Construction Manger(s), and all Contractor/Employer(s) performing covered work which is necessary to complete the Project.

1.5 “Project” includes and shall apply to all Measure G funded work, including State matching funds for New School Site construction, or School Site Modernizations performed by those Contractors of whatever tier that are awarded contracts by the District done in full or in part with Measure G Bond money, including any State Matching money, as is described in Section (2) of Article II of this Agreement.

1.6 “Union” or “Unions” means the Santa Clara & San Benito Counties Building and Construction Trades Council, AFL-CIO (“Council”) and any other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement (“Signatory Unions”).

1.7 “Program/Construction Manager” means the person or persons or business entity(ies) if so chosen and designated by the District to oversee all or select phases of construction on the Project.

1.8 “Master Collective Bargaining Agreement(s)” means the local collective bargaining agreements to which the Union(s) and signatory contractor(s) are bound, copies of which shall be on file with the District Office and are incorporated herein by reference as “Schedule A.” The list of Schedule A Agreements is attached as Appendix C.

1.9 “Bona Fide Apprenticeship program” means a program approved by the State Division of Apprenticeship Standards that has graduated apprentices annually for at least the past 5 years. The graduation requirement for each of the preceding 5 years shall not apply to any trade or craft not recognized by the Department of Labor and/or the Division of Apprenticeship Standards as an apprenticeable occupation for more than 9 years immediately prior to the effective date of this Agreement.

1.10 “Council” means the Santa Clara & San Benito Counties Building & Construction Trades Council.

1.11 “CCA” means Construction Careers Academy sometimes referred to as “Appendix B / Construction Technology Program”

ARTICLE II SCOPE OF AGREEMENT

2.1 **Parties:** The parties to this Agreement shall be Contractors/Employer(s) (and their subcontractors of all tiers) , the District, the Council and any other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. Subcontractors of any tier shall become a party to this Agreement by signing Appendix A, AGREEMENT TO BE BOUND. By signing Appendix A, a subcontractor to a Contractor/Employer does not thereby establish any contractual relationship with the District, except for this Agreement, and the District shall not become party to nor become responsible for the performance of the construction sub-contract between the Contractor/Employer and its subcontractor(s).

2.2 **Project Description:** the Project will include all new construction and the modernization of existing facilities or improvements, and their related facilities; and the improvement of current or to-be-acquired real property to relieve overcrowding of the facilities on these campuses.

2.3 **Project Labor Disputes:** All Project labor disputes involving the application or interpretation of a collective bargaining agreement (as identified in “Schedule A”) to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the

resolution procedures of the applicable Schedule A collective bargaining agreement. All disputes relating to the interpretation or application of the Construction Careers Agreement shall be subject to resolution by the Joint Administrative Committee, as described in paragraph 11.1, and the grievance arbitration procedure set forth herein.

2.4 Exclusions:

- 1) Subject to the limitations and exclusions set forth herein, this Agreement shall be limited to construction work paid for in full or in part with Measure G bond monies as outlined in 1.5 and 2.2 above.
- 2) The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District, which are outside the scope of the Project as defined herein. The foregoing exclusion shall include without limitation contracts awarded by the District: (a) for maintenance (as that term is used and defined in Public Contract Code §20655; (b) as a result of emergencies pursuant to Public Contract Code §20654;
- 3) Unless covered by a collective bargaining agreement identified in Schedule A hereto, this Agreement shall not apply to a Contractor/Employer's executives, managerial employees, engineering employees, supervisors, office and clerical employees.
- 4) This Agreement shall not apply to employees of the District.
- 5) Work covered by this Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 4, 8, 12, and 13 of this Agreement will apply to such work.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the Contractor/Employers agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of any portion of a Construction Contract subject to this Agreement, the Contractor/Employer(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor, as a part of its acceptance of an award of a subcontract to construct a portion of the Project, to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work.

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

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor/Employers agree that for the duration of the Project:

- 1) There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind,

for any reason, by the Unions or employees employed by a Contractor/Employer on the Project, at the job site of the Project or at any other facility of the District because of a labor-related dispute on the Project. Disputes arising between the Unions and Contractor/Employers on construction projects excluded from the definition of "Project," or work specifically excluded under section 2.4(5) of this Agreement are not governed by the terms of this section 4.1(1)

- 2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.
- 3) If a collective bargaining agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a Construction Contract, and the Union or Contractor/Employer gives notice of demands for a new or modified collective bargaining agreement, the Union agrees that it will not strike the Contractor/Employer on any Construction Contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified collective bargaining agreement is reached between the Union and Employer. If the new or modified collective bargaining agreement reached between the Union and Employer provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified collective bargaining agreement that are applicable to employees employed on the Project within seven (7) days of execution of the new or modified collective bargaining agreement.

4.2 Any party to this Agreement may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged to have occurred:

- 1) A party invoking this procedure shall notify, by facsimile or telephone, the party alleged to be in violation, the District representative, the Council and the involved local Union if a Union is alleged to be in violation of this Article.
- 2) Upon receipt of a notice alleging that a party has breached Article IV, the District shall serve the notice by mail on all other parties to this Agreement and request that the party filing the grievance advise the District of its arbitrator selection preference from the following sources:
 1. Arbitrator John Kagel
 2. Arbitrator Barry Winograd
 3. Arbitrator Gerald McKay

The District will contact the arbitrator and arrange for the arbitration to be held within twenty-four (24) hours of the Notice being served on the parties by the District. The costs of the arbitration shall be borne equally by the party filing the grievance and the party or parties against which the grievance has been filed, with each party bearing their own attorneys fees and costs.

- 3) The District shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend

- said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.
- 4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, 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 a written 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 this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.
 - 5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) 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 or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.
 - 6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.
 - 7) The fees and expenses of the arbitrator shall be divided equally between the parties to the arbitration.

ARTICLE V

PRE-CONSTRUCTION CONFERENCE

5.1 A pre-construction conference shall be held when requested by any party to this agreement prior to the commencement of work under a Construction Contract. Such conference shall be attended by a representative each from the participating Contractor/Employer(s), the Union(s) and the Project Manager.

ARTICLE VI

NO DISCRIMINATION

6.1 The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee, or applicant for employment, on the Project.

ARTICLE VII UNION SECURITY

7.1 The Contractor/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working on a Project within the scope of this Agreement.

7.2 No employee covered by this Agreement can be required to join any Union as a condition of being first employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of the referral shall maintain that membership while employed on a Project subject to this Agreement. All employees shall, however, comply with the Union security provision of the applicable Schedule A Agreement for the period during which they are performing Project construction work on the property of the District, except as modified by this Agreement. The Contractor/Employer(s) agrees to deduct initiation fees, Union dues or representation fees from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues and fees to the applicable Union or Council.

ARTICLE VIII REFERRAL

8.1 The Union(s) shall be the primary source of all craft labor employed on the Project. Contractor/Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal or state law.

8.2 The Parties recognize the District's commitment to provide opportunities to participate on the Project to emerging business enterprises as well as other enterprises that may not have previously had a relationship with the Unions signatory to this Agreement. To ensure that such enterprises will have an opportunity to employ their "key" employees on the Project, the parties agree that in those situations where a Contractor/Employer who is not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful bidder, the Contractor may request by name, and the local will honor, referral of core non-apprentice persons who have applied to the local Union for Project work and who demonstrate to the local union dispatcher and provide satisfactory proof of all of the following qualifications:

(1) possess any and all license(s) required by state or federal law for the Project work to be performed;

(2) have worked a total of at least five thousand (5,000) hours in the appropriate construction craft ;

(3) were on the Contractor's active payroll for at least ninety (90) out of the one-hundred twenty (120) calendar days prior to the contract award; and

(4) have the ability to perform safely the basic functions of the applicable trade.

The Unions will refer to such Contractor one employee from the hiring hall out of work list for each affected craft, and will then refer one of the Contractor's "key" employees as defined above. The process then will be repeated, one and one, until a maximum of five (5) "key" employees have been hired, after which point hiring will be done in accordance to section 8.1 above.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer(s) for employees within a forty eight (48) hour period after such requisition is made in writing by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftpersons to fulfill the requirements of the Contractor/ Employer(s), including preferential dispatch if

permissible under applicable laws and hiring hall policies/bylaws. Additionally the Parties to this Agreement, including the program/construction manager(s), support the development of increased numbers of skilled construction workers from the residents of the San Jose Evergreen Community College District boundaries to meeting the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures of the local Unions and the standards of the Apprenticeship programs, of qualified residents residing in the following zip codes listed in (Appendix B) in partnership with the program/construction manager(s), as journeymen and apprentices on the Project including entrance into such apprenticeship programs as may be operated by the signatory Unions. Additionally all Contractor/ Employer(s) and program/construction manager(s) under contract to the District for the Project will sponsor and participate in an Construction Careers Academy in conjunction with the parties to this agreement as outlined in (Appendix B).

8.5 Each Contractor/Employer or subcontractor performing work on the Project shall, for each apprenticeable craft that it employs, employ on its regular workforce the ratio of apprentices as required by Labor Code Section 1777.5 who are enrolled and participating in a "bona fide" apprenticeship program. Prior to commencing work on the Project, each Contractor/Employer or subcontractor must file with the District a certification of its compliance with this requirement and disclosing the identity of the "bona fide" apprenticeship program(s) from which it will obtain apprentices for work on the Project.

8.6 The Parties recognize the Councils' participation in the "Helmets-to-Hardhats" program and the District's desire to facilitate the entry into the Building and Construction Trades of veterans who are interested in careers in the building and construction industry. The Unions agree to utilize services for the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center") and the orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of such veterans. The Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project. To the extent permitted by law the Unions will give credit to such veterans for bona fide, provable past experience. The experience and practical knowledge of veterans will be reviewed and tested by the applicable Joint Apprenticeship Training Committee. Applicants will be placed at the appropriate stage of apprenticeship or at the journey level as the case may be. Final decision will be the responsibility of the applicable Joint Apprenticeship Training Committee.

ARTICLE IX

WAGES, HOURS AND FRINGE BENEFITS

9.1 The wages, hours, fringe benefits and terms and conditions of employment on the Project shall be governed by the applicable Schedule A of the affected craft(s) as listed in appendix C.

9.2 All Contractor/Employer(s) agree to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds in the amounts designated in the Master Agreements of the appropriate local unions for those employees so defined in article 7.2. The Contractor/Employers shall not be required to pay contributions to any other trust funds to satisfy their obligation under this Article except that Contractor/Employers who are signatory to collective bargaining agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such collective bargaining agreements.

9.3 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

ARTICLE X COMPLIANCE

10.1 It shall be the responsibility of the Contractor/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. The District through the services of the program/construction manager(s) shall monitor compliance with the prevailing wage and public works requirements of the State of California, and institute compliance enforcement measures to ensure the Contractor/Employer's compliance with the contract conditions of the construction contract.

ARTICLE XI JOINT ADMINISTRATIVE COMMITTEE

11.1 The parties to this Agreement shall establish a four (4) person Joint Administrative Committee. This Committee shall be comprised of two (2) representatives selected by the District and two (2) representatives of the signatory Unions. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The Joint Administrative Committee shall meet as required but not less than once each 3-months to review the implementation of the Agreement and the progress of the Project and resolve problems by majority vote, with such resolutions to be binding on all signatories of the Agreement as provided herein. If the resolution to the problem brought before the Joint Administrative Committee requires a change, amendment, addition to or subtraction from any provision of this agreement, the Joint Administrative Committee shall have the power to make this resolution by majority vote, such resolution to become effective upon approval of the District and the Unions signatory to this agreement. If the problem arises out of the meaning, interpretation or application of the provisions of this agreement, and the Committee is unable to resolve the matter by majority vote, the problem will be referred to the procedure set forth in article XII for final and binding resolution.

ARTICLE XII GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this 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 may be extended by mutual written agreement of the parties.

12.2 Grievances 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, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

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 shall meet within five (5) business days after such 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 3, the party filing the grievance will advise the District of its arbitrator selection preference from the following sources:

1. Arbitrator John Kagel
2. Arbitrator Barry Winograd
3. Arbitrator Gerald McKay

The District will contact the arbitrator and arrange for the arbitration to be held as soon as possible. The costs of the arbitration shall be borne equally by the party filing the grievance and the party or parties against which the grievance has been filed, with each party bearing their own attorneys fees and costs. It is understood that this grievance arbitration procedure will be used to resolve disputes regarding the language of the Construction Careers Agreement, but will not be used to resolve disputes over language of Schedule A contract. Those disputes will be resolved under the dispute resolution procedures contained in the Schedule A contract. 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 as soon as practicable from the date of his/her selection. 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 12.2 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 Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIII **JURISDICTIONAL DISPUTES**

13.1 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions.

In the event of a jurisdictional dispute between any signatory Unions, it is agreed that the following procedures shall be taken in an attempt to resolve the matter:

Step 1: The appropriate Union Representatives of the involved Crafts shall meet with the affected Contractor/Employer in an attempt to resolve the dispute within twenty-four (24) hours.

Step 2: If no settlement is reached, the appropriate International Union Representatives from each affected Craft will meet with the affected Contractor/Employer within five (5) calendar days.

Step 3: If no settlement is reached within five (5) calendar days, such dispute shall be referred to and settled by the procedure established by the Building and Construction Trades Department of the AFL-CIO, or if a party to the dispute objects, then the dispute will be settled by use of any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department or any local, regional or State plan, provided all parties to the dispute are already bound to that plan or method. In any event, the parties hereto agree that there will be no slowdown or stoppage of work, no picketing or other interferences pending final resolution of the dispute and the work shall continue during this period as originally assigned by the Contractor/Employer. If any Union or Contractor/Employer fails to immediately and fully comply with a final decision rendered in any jurisdictional dispute, the District, the Contractor/Employer or the Union shall have the immediate right to seek full legal redress for such conduct including, but not limited to, injunctive relief and/or damages.

The time limits in this section may be extended by mutual written agreement of the affected crafts.

13.2 If there is a strike, sympathy strike, work stoppage, slowdown, picketing or otherwise advising the public that a labor dispute exists or interference with the progress of the Project by reason of a jurisdictional dispute, the District and/or the Contractor/Employer affected by said Union conduct, shall have the right to seek full legal redress in the Courts of California, including injunctive relief and damages.

ARTICLE XIV **MANAGEMENT RIGHTS**

14.1 The Contractor/Employer(s) shall retain full and exclusive authority for the management of their business operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, however, the lawful manning provisions of the applicable Schedule A shall be recognized on the Project.

ARTICLE XV **SAVINGS CLAUSE**

15.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.


ARTICLE XVI
TERM

16.1 The Agreement shall be included as a condition of the award of all construction contracts on the Project.

16.2 The Agreement shall continue in full force and effect until the completion of the Project.

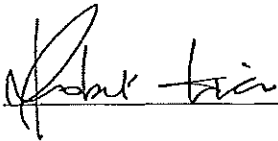
Dated: 2/16/06

SANTA CLARA & SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES
COUNCIL

By 
CEO

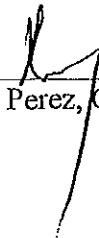
Dated: 02/23/06

PROJECT MANAGER

By 

Dated: 02/14/06


SAN JOSE EVERGREEN COMMUNITY
COLLEGE DISTRICT (DISTRICT)

By 
Rosa G. Perez, Chancellor

UNION SIGNATORIES

ASBESTOS WORKERS LOCAL 16

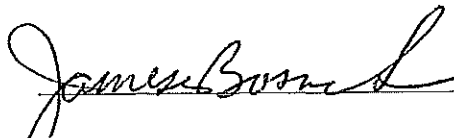
BOILERMAKERS LOCAL UNION 549

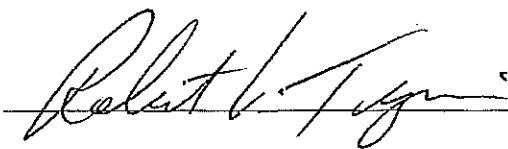




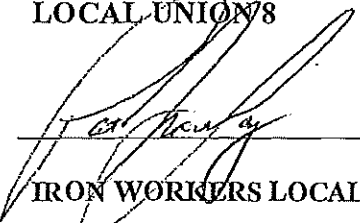
BAC LOCAL UNION 3

IBEW LOCAL 332

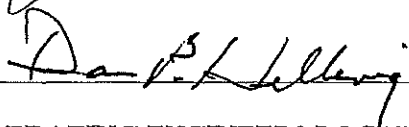




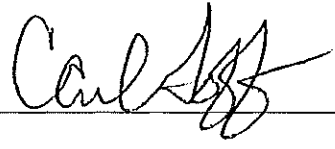
ELEVATOR CONSTRUCTORS
LOCAL UNION 78



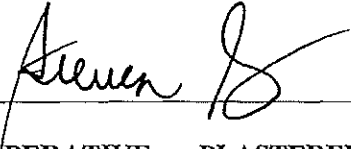
IRON WORKERS LOCAL UNION 377



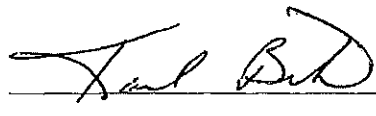
OPERATING ENGINEERS LOCAL 3




PLASTERERS LOCAL UNION 300



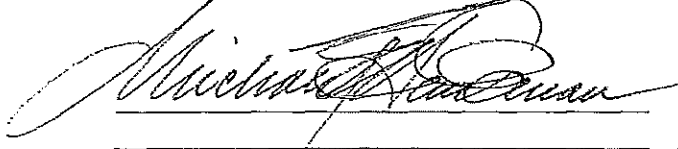
OPERATIVE PLASTERERS AND
CEMENT MASONS LOCAL UNION 400



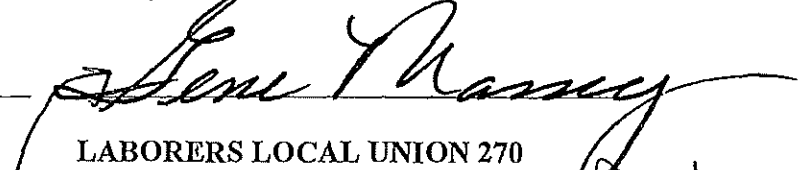
ROOFERS LOCAL UNION 95



SIGN & DISPLAY & ALLIED
CRAFTS LOCAL UNION 510



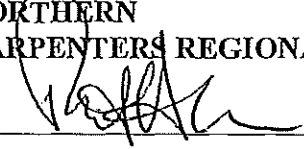
PAINTERS DISTRICT COUNCIL 16
(Painters local 507 / Chaziers Local 1621 / Carpet & Soft tile
Local 12)



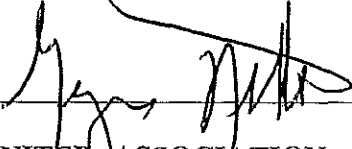
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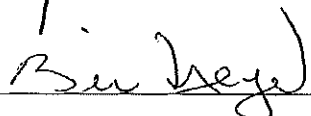
NORTHERN CALIFORNIA
CARPENTERS REGIONAL COUNCIL



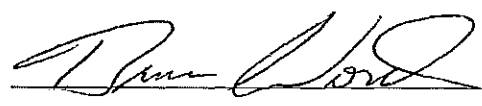
TEAMSTERS LOCAL UNION 287



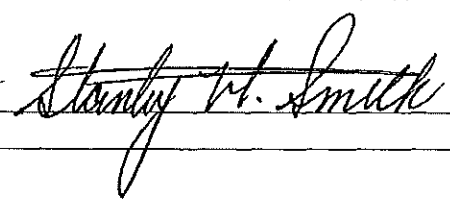
UNITED ASSOCIATION, PLUMBERS
& FITTERS LOCAL UNION 393



SHEET METAL WORKERS
INTERNATIONAL UNION LOCAL 104



UNITED ASSOCIATION, SPRINKLER
FITTERS LOCAL UNION 483



APPENDIX A. AGREEMENT TO BE BOUND

The undersigned, _____, [*Name of Contractor/Subcontractor*] as a Contractor or Subcontractor ("Employer") performing Work on the San Jose Evergreen Community College District Project, which is paid for, in full or in part, with Measure G bond monies, including state matching monies (hereinafter "Project"), agree as follows:

For and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Construction Careers Agreement for the Project (hereinafter "Agreement"), a copy of which was received and is acknowledged, we hereby:

1. Accept and agree to be bound by the terms and conditions of the Agreement and all appendixes, together with any and all amendments and supplements now existing or made subsequent to our execution of this Agreement;

2. Certify that we have no commitments or agreements which would preclude our full and complete compliance with the terms and conditions of said Agreement;

3. Agree to secure from any Contractor (as defined in said Agreement) which is or becomes our subcontractor (of any tier), and from any successor therefor, a duly executed Agreement to be Bound in form identical to this document.

4. Employer agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the employees including, but not limited to, Health and Welfare, Pension, Training, Vacation and/or other direct benefits provided pursuant to the appropriate craft agreement contained in Schedule "A" of the Project Agreement.

Dated: _____ (Print Name of Company) _____

By _____
(Title)

Contractor's State License # _____

(Name of Prime Contractor or Higher level Subcontractor)

APPENDIX B

San José City College's Construction Technology Program. San José City College currently offers a state-approved Construction Technology Program leading to three certificates (Management, Residential Maintenance, and Certificate of Achievement) and/or an Associate of Science or Associate of Arts degree. The overall objectives of this program are to (a) prepare students for immediate employment in the field of construction, (b) provide skills for advancement within a construction trade, (c) provide skills for employment or self-employment as a contractor, and/or (d) offer opportunities and skills necessary to transfer to a baccalaureate institution. The purpose of this partnership is to add an additional student learning outcome: exposure and awareness of apprenticeship opportunities and attainment of math and workplace skills to be competitive apprenticeship applicants.

Updating of SJCC's Industry Steering Committee. In order to facilitate the goals of this partnership, the District and Council agree to modify SJCC's existing industry steering committee which will conduct *meetings at least twice* per academic year. Additional meetings will be convened as necessary for goal attainment. The *purpose* of the advisory steering committee is to assist in program improvement.

The *objectives* of the steering committee are to:

- articulate long-term and short-term goals and objectives for the group,
- develop and implement an annual plan of action/program of work,
- regularly review curricula to determine if they are meeting the needs of the students and the projected employment needs of business and industry,
- promote and publicize the program,
- review yearly outcome data from the program, and
- assess the impact of recommendations.
- develop local articulation agreements with regional high school districts.

The steering committee shall make recommendations to the program administrator and faculty.

The committee shall consist of *members* who represent the trade JATCs, the Building Trades Council, construction employers/industry professionals or Associations representing those professionals, SJCC (including one administrator and program faculty, and bond program representative), and a current student or graduate from the Construction Technology program, and a local high school representative.

Selection criteria for committee membership should include occupational expertise, industry perspective, peer recognition, interest in students, commitment, and diversity. The Committee (a) establishes processes for member recruitment, selection, appointment, and retirement, (b) conducts member orientation, relationship building, development, and evaluation, and (c) formally recognizes member contributions.

The *committee shall* (a) elect officers on a regular, systematic basis, (b) meet often enough to establish working relationships and accomplish their workplan, (c) conduct well-attended meetings with a clear purpose and agenda, (d) maintain a record of recommendations and/or actions that is

distributed to the appropriate administrators and members, (e) require active participation from school/college staff, (f) use effective group process in decision-making, and (g) have sufficient administrative and clerical support to meet its goals. The *officers* shall include a chairperson, vice-chairperson, and secretary. The chairperson should be a member not employed by the district. The chairperson presides at meetings, works closely with college officials, calls meetings, plans agendas, appoints subcommittees, and ensures that the advisory committee participates in an annual review of the program. A vice-chairperson is elected to serve in the absence of the chairperson. A district member will serve as secretary. The secretary will perform the usual functions of announcing meetings, communicating information, recording and mailing copies of the minutes to all committee members. Minutes of each formal meeting will be kept on file by the secretary, dean, and vice president.

Activities of the advisory steering committee will be part of an annual workplan related to meeting annual objectives. Examples of possible activities include (and are not limited to):

Curriculum and Instruction

- Analyze course content and sequence
- Compare content with occupational competencies
- Assist in developing and validating tests
- Advise on labor market needs and trends
- Identify the need for new programs or areas of concentration
- Review, recommend, and assist in obtaining instructional materials
- Recommend safety policies and procedures
- Identify and expand the use of new technologies in instruction

Program Review

- Review and recommend program and student learning outcomes
- Participate in program evaluation and recommend evaluation criteria
- Compare student performance standards to business/industry standards
- Assess, recommend, and/or provide equipment and facilities
- Evaluate the quality and quantity of graduates and job placement
- Conduct community and occupational surveys
- Participate in long-term planning

Recruitment and Job Placement

- Assist in reviewing teacher selection criteria and screening
- Assist in recruiting new staff and potential students
- Notify instructors of job openings
- Provide or obtain cooperative work experiences, internships/externships, work/study, or work-based learning opportunities for students
- Assist students in developing resumes and interviewing skills
- Assist with career days/job fairs
- Hire graduates/program completers

Staff Development

- Provide staff development activities for faculty
- Provide instructors with retraining/back-to-industry and summer opportunities for technical upgrading
- Review professional development plans
- Support staff attendance at conferences
- Conduct workplace tours

Student Organizations

- Assist in developing and judging competitive skill events
- Sponsor student organization activities and assist in fundraising
- Conduct leadership development activities
- Assist students with career development
- Evaluate student portfolios

Community/Public Relations

- Interpret the Construction Technology program to employers, community, and the media
- Present programs to community groups
- Establish or participate in programs to recognize outstanding students, teachers, and community leaders
- Assist in developing a marketing plan

Resources

- Assist in budget development and review
- Conduct fundraising activities and make or obtain donations
- Establish scholarships and awards
- Provide tours and field trips, job shadowing experiences, and speakers
- Leverage community resources and broker community partnerships
- Work cooperatively on grant proposals and implementation as appropriate

Legislation

- Advocate for programs with legislators
- Arrange tours of programs for legislators
- Involve legislators in program events
- Update programs on legislative actions

Binding Effect. This Agreement is binding on all contractors performing work on the project of any tier and the District, as per Appendix B to this Construction Careers Agreement, and their successors and assigns. However, nothing in this Appendix B shall supersede the provisions of the Construction Careers Agreement, a schedule "A" labor agreement or the approved standards for any Building Trades apprenticeship program.

AGREEMENT OF CONTRACTORS

I, _____, by affixing my signature hereto, understand that with the support of the Building and Construction Trades Council, the Contractor(s) has agreed to work with the District and the Industry Steering Committee to provide construction employment opportunities on this project for qualifying program participants in the District's Construction Technology Program. The Industry Steering Committee will recruit, screen, and refer qualified individuals for employment opportunities through the building and construction trades unions.

The Committee will also provide retention services to individuals referred to this project for employment. The District will serve as the lead agency for the committee, and as such, will be the agency that contractors will contact to provide appropriate employment information as described below.

I understand that as a contractor on this project, my participation in the Committee's employment program is mandatory and is a material term of my contract with the General Contractor. Specifically, I agree to comply with the following requirements:

- 1) To contact and provide the following information to the District of all apprentice level job openings on this project in a timely manner:
 - a) description of the job, including the trade;
 - b) specific qualifications, skills, and any other job requirements;
 - c) person's name and telephone number at my business who will be responsible for answering questions regarding the job opening; and description of how applicants should apply for the job.

The information described in this provision will be provided to the District before my business sends a job order to the appropriate building and constructions trades union for the job opening.

2) To work cooperatively with the District and make good faith efforts to employ qualified individuals referred by the District. "Good faith efforts" as it applies to this project shall mean:

- a) To offer the District the first opportunity to provide qualified individuals for employment consideration on apprentice level positions, subject to any collective bargaining agreements, and the standards approved by the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.
- b) To interview all qualified candidates referred by the committee and to not reject any of these individuals without reasonable justifications;
- c) To request construction trades unions to dispatch qualified individuals referred by the Committee by name when feasible, as permitted under the appropriate Collective Bargaining Agreement, and rules and regulations of the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.
- d) To make best efforts to hire candidates referred by the Committee when they are equally or better qualified than all other job applicants for the particular job opening. Offer the District the first opportunity to provide qualified individuals for employment.
- e) Good faith efforts will have been met if contractor employs one or more qualifying program participants on this project or other projects not proprietary to the District.
- f) Upon notice of failure to employ one or more qualifying program participants, contractor will be required to employ local student(s) from the program that have participated in the Construction Technology Program, within 30 days in work positions when such student(s) are available for hire from the Program.

3) To maintain records that document compliance with this agreement and to provide such records to the General Contractor or the Committee upon request.

4) In the event that my business subcontracts a portion of the work agreed upon in this project's Contract Documents, I agree to be responsible for ensuring that my subcontractors comply with all terms and conditions under this agreement, and the appropriate union Collective Bargaining Agreement.

5) Nothing in this agreement precludes my business from assigning existing employees to work on this project.

Dated: _____ (Print Name of Company)

By _____

(Title)

Contractor's State License # _____

(Name of Prime Contractor or Higher level
Subcontractor)

APPENDIX C. LIST OF SCHEDULE "A" LABOR AGREEMENTS

Directory of Unions Signatory to the CCA:

1. Boilermakers Local Union 549
925-427-4121
2. Bricklayers & Allied Craftworkers Local Union 3
510-632-8781
3. Carpenters & Joiners Local Union 405
408-269-7316
4. Carpet, Linoleum & Soft Tile Workers Local Union 12 (I.U.P.A.T. District Council 16)
408-265-4911
5. Cement Masons Local Union 400
408-266-9160
6. Drywall / Lathers Local Union 9144
408-264-3080
7. Electrical Workers (IBEW) Local Union 332
408-269-4332
8. Elevator Constructors Local Union 8
415-285-2900
9. Glaziers, Architectural Metal & Glass Workers Local Union 1621 (I.U.P.A.T. District Council 16)
408-266-1302
10. Heat & Frost Insulators & Allied Workers Local Union 16
707-748-1616
11. Iron Workers Local Union 377
415-285-3880 / 408-435-8008 (San Jose)
12. Laborers Local Union 270
408-297-2620
13. Laborers (Asbestos, Lead & Mold) Local Union 67
510-569-4761
14. Operating Engineers Local Union 3
408-465-8260
15. Painters & Allied Trades Local Union 507 (I.U.P.A.T. District Council 16)
408-979-7871
16. Plasterers Local Union 300
650-343-5671 / 408-264-4430 (San Jose)

17. Plumbers & Pipe Fitters Local Union 393
408-225-3030

18. Roofers / Waterproofers Local Union 95
408-987-0440

19. Sheet Metal Workers Local Union 104
925-314-8600 / 408-263-9705 (San Jose)

20. Sign Display and Allied Crafts Local Union 510
415-468-7280

21. Sprinkler Fitters Local Union 483
510-785-8483

22. Teamsters Local Union 287
408-453-0287

Measure G Construction Careers Agreement Amendment #1

Whereas, a Construction Careers Agreement (Agreement) was negotiated and entered into on February 16th, 2006 between the San Jose Evergreen Community College District (District) together with other contractors and/or subcontractors (Contractor(s)) who have become signatory to the Agreement by signing the “Agreement to be Bound” (Appendix A), the Santa Clara & San Benito Counties Building & Construction Trades Council (Council) and the Local Unions signatory thereto, all in their behalf and on behalf of the Local Unions involved, (Union(s)) for all projects funded by the 2006 Measure G Bond (Appendix C); and

Whereas, the District has experienced positive benefits with it’s relationship with the Building Trades Council and its affiliated Unions over the past five years under its Construction Careers Agreement for the 2006 Measure G projects; and

Whereas, these benefits have included but were not limited to; increased quality of contractors, increased bidding pool, on time and on budget projects, no labor or other disputes, no work stoppages, reduced litigation and services provided by S4CA that create career opportunities for SJECCD students within the construction industry; and

Whereas, the parties to the Agreement mutually desire to amend (“Amendment”) the Agreement and, more specifically, to expand the definition of the “Project” to include additional work; and

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES TO AMEND AND EXTEND THE EXISTING AGREEMENT AS FOLLOWS:

- 1) The definition of “Project” shall include all work included in the Agreement prior to this Amendment and shall now also include those Projects funded in whole or in part with 2010 Measure G Funds.

- 2) Section 13.1 of the original and current agreement shall no longer apply to any work funded in part or whole by either the 2006 Measure G Bond or the 2010 Measure G bond and will be replaced with a new section 13 that reads as follows:

Section 13 **JURISDICTIONAL DISPUTES**

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the

Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers 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 Employers and Unions parties to this Agreement.

13.2.1. For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

13.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Local Council prior to commencing work. The Primary Employer and the Owner will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

3) The Career Component (Appendix B) of the current agreement shall be modified to meet the current needs of the District and shall be done so through the powers of the Joint Administrative Committee as detailed in the existing Agreement (Appendix C).

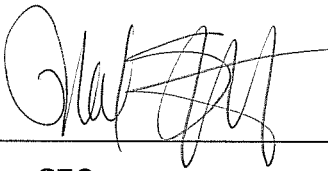
4) Other than as explicitly set forth herein, this Amendment shall make no other changes, amendments, modifications, additions or deletions to the Agreement.

5) This Amendment shall become effective on the day the District's governing board ratifies this Amendment, provided that all Union signatories have first executed this Amendment.

6) This Amendment shall be included as a condition of the award of all construction contracts on both 2006 and 2010 Measure G Bond Project(s) and shall continue in full force and effect until the completion of the Project(s).


Dated: 10/5/11

SANTA CLARA & SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL

By 
CEO

Dated: 11/21/11



San Jose Evergreen Community College District
(SJECCD)

By 
Chancellor

UNION SIGNATORIES

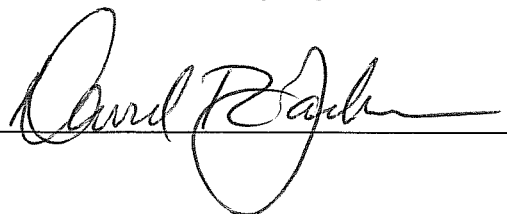
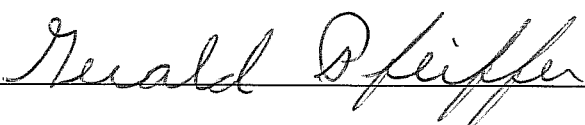
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BOILERMAKERS LOCAL UNION 549

BAC LOCAL UNION 3

IBEW LOCAL 332

**ELEVATOR CONSTRUCTORS
LOCAL UNION 8**

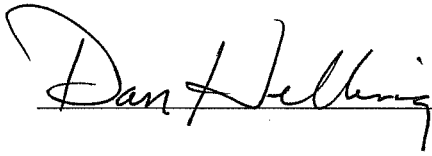


IRON WORKERS LOCAL UNION 377

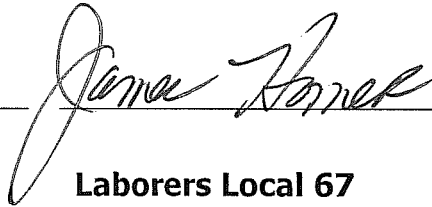
**IUPAT District Council 16
Painters & Allied Crafts**



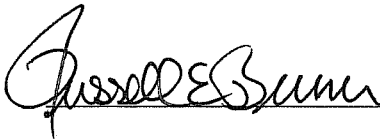
LABORERS LOCAL UNION 270



OPERATING ENGINEERS LOCAL 3



Laborers Local 67



PLASTERERS LOCAL UNION 300



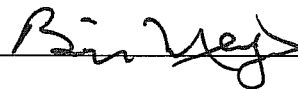
**NORTHERN CALIFORNIA CARPENTERS
REGIONAL COUNCIL**



**OPERATIVE PLASTERERS AND
CEMENT MASONS LOCAL UNION
400**



**UNITED ASSOCIATION, PLUMBERS &
FITTERS LOCAL UNION 393**



ROOFERS LOCAL UNION 95

Robert F. Frawi

**SHEET METAL WORKERS
INTERNATIONAL UNION LOCAL 104**

Ben Wood

**SIGN & DISPLAY & ALLIED
CRAFTS LOCAL UNION 510**

Joseph B. Toback

**UNITED ASSOCIATION, SPRINKLER
FITTERS LOCAL UNION 483**

Stanley W. Smith

TEAMSTERS LOCAL UNION 287

Max Miller

San Jose-Evergreen Valley Community College District
Construction Careers Agreement
Contractor Work Assignment Form

Project Name: _____ Project Number: _____

Campus: San Jose City College Evergreen Valley College

Contractor Complete Name: _____

Office Address: _____

Telephone Number: _____ FAX Number: _____ CSLB Number: _____

Contact Person: _____

Name of general contractor, prime contractor, or higher-tier subcontractor

Contractor is contracted to: _____

Describe the scope of work to be performed by **Contractor** on this project:

Contractor: Proposed Craft Assignments

Name of Craft/Trade	Scope of Work Assigned	Union		Contractor Affiliation
		Yes	No	Name of Local Union
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

Contractor: Proposed Workforce Schedule

Estimated Manpower

Craft/Trade	Start Date	Completion Date	Average Workers	Peak Workers

Contractor: Sub-tier Contractors

Complete Name	Scope of Work	Telephone	CSLB Number

Note: Completion of this form may fulfill **Contractor obligation for a Pre-Construction Conference with the Building Trades Council. Failure to fill out this form in detail will lead to a required Pre-Job Conference.*

ATTACHMENT B

LOCAL BUSINESS OUTREACH PROGRAM

For

Minority-Owned, Women-Owned

& Small Business



LOCAL BUSINESS OUTREACH PROGRAM
FOR
MINORITY-OWNED, WOMEN-OWNED &
SMALL BUSINESS

SEPTEMBER 2011

PROGRAM AND CONSTRUCTION MANAGEMENT BY:



TABLE OF CONTENTS

1. Overview
2. Mission
3. Minority-Owned, Woman-Owned and Small Business Qualifications
4. Strategic Diversity Initiatives
 - a. Outreach and Education
 - b. Approach for Design-Bid-Build Projects
 - c. Construction Management Projects
5. Small & Disadvantaged Business Participation Tracking
6. Enforcement
7. Key Performance Measures
8. Definitions

Attachments:

Document 00 42 13
Small & Disadvantaged Contractor Utilization Form

Document 00 42 19
Final Small & Disadvantaged Contractor Utilization Report

MINORITY-OWNED, WOMAN-OWNED & SMALL BUSINESS PROGRAM

1. OVERVIEW

The District's Measure G-2010 Small and Disadvantaged Business Enterprise Program reaffirms the District's commitment to increase the opportunities for and participation of small and disadvantaged businesses in its procurement of goods and services related to Construction Projects for The San Jose`Evergreen Community College District Measure G-2010 Bond Program. The District recognizes the importance of supplier diversity and by creating sound business relationships, seeks to strengthen the economic development and viability for minority/women businesses. Through value-added strategic initiatives, the District expects increased competition and additional opportunities. The Small and Disadvantaged Business Enterprise Program has instituted a variety of initiatives to identify and encourage small and disadvantaged businesses to participate in the District's procurement/bidding process in an effort to ensure continued growth of business opportunities for those business enterprises.

This program performs a key role by providing outreach, training, and educational programs. The Small and Disadvantaged Business Enterprise Program forms a connecting link between the District and the local small business community.

2. MISSION

Our mission is to deliver the best valued and highest quality products and services by encouraging competition among all contractors and suppliers. The District recognizes supplier diversity as an important component of its overall construction effort and will continue to foster relationships with small and disadvantaged business enterprises to increase their utilization in construction and construction related projects.

3. MINORITY OWNED, WOMAN OWNED, & SMALL BUSINESS QUALIFICATIONS

The San Jose Evergreen Community College District is not in the business of certifying companies for small or disadvantaged business enterprise status. In order to be considered as such by SJECCD, the company must be at least 51 percent (51%) owned, controlled and managed (*proven & demonstrated*) by a U.S. citizen(s) and must be certified by one of the following agencies:

Department of General Services Bureau of Minority & Women Business Opportunities (DGS BMWBO)

Federal Department of Transportation

National Minority Development Council (NMSDC) or its affiliates

Women Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

Minority Business Enterprise Council (MBEC)
State of California
San Francisco Human Rights Commission
City of Oakland
City of San Jose
County of Santa Clara
County of Alameda
County of San Mateo

Only Contractors and Suppliers certified by the agencies listed above are acceptable toward Small and Disadvantaged Business Participation. The District reserves the right to revise this list at its own discretion.

4. STRATEGIC DIVERSITY INITIATIVES

The Small and Disadvantaged Business Enterprise Program's intent is to ensure that small and disadvantaged businesses have optimum accessibility to procurement and contracting opportunities. SJECCD will proactively work to create mutually beneficial business relationships with small and disadvantaged contractors and suppliers. In support of our mission we have outlined strategic initiatives that will be implemented to support the success of this effort within the G-2010 Bond Program. Please refer to Figure 1, Program Strategic Initiatives, which outlines the four key initiatives. A description of each initiative is detailed further below in this program statement.

Figure 1. Program Strategic Initiatives

Minority-Owned, Woman-Owned & Small Business Program

- Community Outreach and Education
 - Partnering with appropriate groups
 - One-on-Ones with small and disadvantaged firms
 - Targeted Advertising
 - Business Seminars
- SJECCD Internal Coordination
 - Partnering with Purchasing Dept.
 - Goal of bidders lists to include 15% small and disadvantaged firms
 - Bid documents given to MBE/WBE firms
- Design-Bid-Build Projects
 - 15% Participation Goal for overall project (5% minimum participation expected)
 - Impact on Contractor Evaluation
 - Data submission requirement

- Construction Manager Projects
 - 15% Goal
 - Work Packaging focus
 - Increased solicitation requirements
 - Contractor Open House
 - Small and Disadvantaged Business Workshop(s)
 - Standard written procedure

A. OUTREACH and EDUCATION

The Outreach Coordinator will actively seek qualified small and disadvantaged contractors and suppliers through certification consortiums, business develop organizations, business trade shows, conferences, and seminars. The Outreach Coordinator will also focus on the education of the SJECCD internal community outlining the benefits of the Small and Disadvantaged Business Enterprise Program. Internal and external outreach focus areas are outlined below.

Internal Outreach

SJECCD Diversity Partnering: The Outreach Coordinator will partner with the SJECCD Purchasing Department on training efforts inside and outside The District.

Project Manager Education: The Outreach Coordinator will educate the SJECCD community on the benefits of procuring goods and services from small and disadvantaged contractors and suppliers. A key component of this program will be the internal education of all Project Managers who will be instrumental in making this program a success. Early internal outreach efforts will center around communicating this program to the Project Managers.

External Outreach

Training:

1. Perform a minimum of two “How To Do Business With The District” seminars and continue to work with local outreach organizations on training/educational endeavors that benefit the small and disadvantaged community.
2. *Develop a series of short classes for the benefit of* small and disadvantaged businesses to assist them in understanding how to support their efforts to obtain work overall and in working for larger contractors. Topics would include Accounting, Bidding, Contracts, Insurance and Bonding, and Project Execution.

One-on-Ones: Arrange one-on-one meetings with promising small and disadvantaged firms.

Organizational Involvement: Forge relationships with small and disadvantaged organizations & groups to establish benchmarking opportunities and attend informational meetings and conferences.

Targeted Advertising: Advertise projects in designated small and disadvantaged agencies and organization publications.

Project Document Issuance: Upon request for a specific project, the District shall provide, free of charge, one set of drawings and specifications (and addenda when issued) to small and disadvantaged organizations/associations. A review of the bid activity by an association's members may be initiated to justify continuation of this service.

Although it is not always practical or feasible to establish a business relationship with every contractor/supplier, we are firmly committed to creating the means by which these businesses are given due consideration and a fair opportunity to participate in construction and construction related projects.

B. Approach for Design-Bid-Build Projects

Contract documents will establish an expected commitment towards small and disadvantaged business participation on all lump-sum bid projects. The contract documents will incorporate definitive language towards small and disadvantaged participation in an effort to increase participation. A 15% goal will be established for combined small and disadvantaged participation. For projects that include prequalification, the contractor evaluation process will include a section regarding evidence of performance related to small and disadvantaged business participation. If the 15% combined goal is not reached the Project Manager will indicate a below average score in regards to participation. For projects that do not prequalify, a Participation Sheet will be required as part of the Bid Submission to indicate the Bidder's intended small and disadvantaged business participation and will be considered in the award of the work. Further, the level of small and disadvantaged business participation will be tracked as the project progresses, and if contractors consistently miss the 15% combined goal and are unable to provide reasonable justification, appropriate steps will be taken relative to the contractor's status within the District. Please refer to the sample contract language below.

Sample Language

"Notice to Bidders

SMALL AND DISADVANTAGED BUSINESS ENTERPRISES

- A. The District has set a goal of **15%** combined utilization of small and disadvantaged contractors & suppliers on all projects unless otherwise noted.
- B. The District recognizes small and disadvantaged contractor and supplier certifications granted to firms by any of the following agencies:

Department of General Services Bureau of Minority & Women Business Opportunities (DGS BMWBO)
Federal Department of Transportation

National Minority Development Council (NMSDC) or its affiliates
Women Business Enterprise National Counsel (WBENC)
National Women Business Owners Corporation (NWBOC)
Minority Business Enterprise Council (MBEC)
State of California
San Francisco Human Rights Commission
City of Oakland
City of San Jose
County of Santa Clara
County of Alameda
County of San Mateo

The District reserves the right to revise this list at its own discretion

- C. Document 00 42 13 - Small and Disadvantaged Contractor/Supplier Utilization Form (attached) is required to be submitted with each bid.

- E. If there is less than 15% or no anticipated participation of small and disadvantaged businesses on this project, a Justification Letter must be submitted with the bid for SJECCD's review.

Statement within the Form of Proposal

“We, the undersigned, agree to provide small and disadvantaged business participation on this project to the extent practical and have submitted the Small and Disadvantaged Contractor/Supplier Utilization Form with our bid. If no small and disadvantaged participation is anticipated, we agree to write a Justification Letter and submit it along with our bid for SJECCD's review. Immediately following substantial completion of this project we agree to submit to the Outreach Coordinator Document 00 42 19 - Final Small and Disadvantaged Contractor/Supplier Utilization Report. It is understood that final payment on this contract will not be processed until Document 00 42 19 - Final Small and Disadvantaged Contractor/Supplier Utilization Report is received by SJECCD. If a Justification Letter is not submitted at time of bid, anticipated small and disadvantaged participation will be expected.”

C. Construction Management Projects

Projects utilizing a Construction Manager delivery method (such as CM At Risk and Design-Build) will adhere to the following:

1. It is anticipated that the CM will attain a 15% combined utilization of small and disadvantaged contractors & suppliers for the project.
2. The Outreach Coordinator and Project Manager shall work with the project's architect, along with any other individuals who could provide assistance, to determine small and disadvantaged capacity for the work required, appropriate bid packages, and expected small and disadvantaged participation for each specific bid package.
3. For each bid package, consideration should be given to maximize small and disadvantaged participation wherever possible. This would include a review and analysis of the potential known certified small and disadvantaged firms capable of performing the work as prime contractors, subcontractors and/or suppliers for each specific bid package.
4. The Outreach Coordinator shall track and monitor the small and disadvantaged participation and shall submit quarterly updates throughout the project. At project completion, the Outreach Coordinator shall submit a final report detailing the names of each small and disadvantaged contractor & supplier, contact information, original contract amount, change orders, and the participation percentage for the final project construction cost(s).
5. The Construction Management Firm is required to hold a project Open House which shall cover the project schedule, construction package information, bidding schedule and requirements, small and disadvantaged participation goals and any other specific SJECCD/CM requirements. Small and disadvantaged businesses are to be targeted for attendance at this initial networking event. The Outreach Coordinator is required to document the attendee list with small and disadvantaged businesses noted.
6. Following the Open House, the Construction Management firm is required to conduct a "workshop" specifically for small and disadvantaged companies to assist them with any issues that may specifically impact their ability to bid or contract on the project. All potential prime trade subcontractors shall also be invited to attend for networking purposes. The Outreach Coordinator is required to document the attendee list with small and disadvantaged businesses noted.
7. The Construction Management Firm is required to notify designated small and disadvantaged agencies and organizations identified by the owner regarding the release of project packages for bid.
8. The Construction Management firm is to continue follow-up with all potential small and disadvantaged businesses throughout the bidding process.

5. MBE/WBE PARTICIPATION TRACKING

- A. The Outreach Coordinator shall maintain all small and disadvantaged participation data required for this program. These records shall include by project:
 - (a) The contractor report submitted at the completion of the project;
 - (b) The type of work performed;
 - (c) The actual dollar value of the work, services, supplies or equipment; and
 - (d) The percentage of the total contract.
- B. The Outreach Coordinator shall track and monitor participation for all construction related projects and maintain such records as are necessary to confirm compliance with its small and disadvantaged Business Enterprise Program goals.
- C. Please refer to attached Final Small and Disadvantaged Contractor/Supplier Utilization Report. This report will be required to be submitted on all Contract Administration projects.

6. ENFORCEMENT

- A. The Outreach Coordinator shall verify that the certified small and disadvantaged businesses listed in the Final Small and Disadvantaged Business Contractor/Supplier Utilization Report have actually performed the work and have been paid in full. At a minimum, (3) projects shall be randomly selected for review each year.
- B. The Outreach Coordinator and/or designated representative will conduct reviews as deemed necessary to confirm program compliance and monitor progress towards increasing the small and disadvantaged business participation with emphasis on continuous improvement and reporting those findings to District management.
- C. The Outreach Coordinator shall solicit feedback from contractors/suppliers and internal employees on program satisfaction and continually look for creative methods to improve the small and disadvantaged business participation including (but not limited to) advertising, business development mentoring, contractor monitoring, and designing bid packaging to promote rather than discourage small and disadvantaged business participation.

7. KEY PERFORMANCE MEASURES

Performance measures have been established to help to monitor outreach efforts and participation levels. The following five (5) performance measures will be updated quarterly by the Outreach Coordinator throughout the year.

- 1. Number of small and disadvantaged businesses pre-qualified.
- 2. Number of small and disadvantaged businesses attending conferences, workshop, and seminars.

3. Number of One-on-One's with small and disadvantaged businesses.
4. Number of small and disadvantaged businesses bidding projects as primes.
5. Overall small and disadvantaged business project participation (prime contractors, subcontractors, and vendors).

The results of measurements above will be reviewed quarterly with District management to assess the program. Additional details on all measures above will accompany the next program update.

8. DEFINITIONS

Small and Disadvantaged Business

For the purposes of this program a small or disadvantaged business enterprise is a “Small Business”, a “Minority Business Enterprise”, a “Woman-Owned Business Enterprise” or a “Disabled Veteran Business Enterprise” recognized as such by one or more of the following agencies:

Department of General Services Bureau of Minority & Women Business Opportunities (DGS BMWBO)
Federal Department of Transportation
National Minority Development Council (NMSDC) or its affiliates
Women Business Enterprise National Counsel (WBENC)
National Women Business Owners Corporation (NWBOC)
Minority Business Enterprise Council (MBEC)
State of California
San Francisco Human Rights Commission
City of Oakland
City of San Jose
County of Santa Clara
County of Alameda
County of San Mateo

Outreach Coordinator

Gilbane Employee designated to administer the Small and Disadvantaged Business Enterprise Program.

Project Manager

Gilbane Employee designated to manage the project. They shall be an advocate for the Small and Disadvantaged Business Enterprise Program and shall be responsible for explaining the Program documentation and its relationship to the bidder's responsiveness in the absence of the Outreach Coordinator.

END OF DOCUMENT

ATTACHMENT C

2013-2015 SEWUP Contractual Provisions SJECCD

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

1.1 INTRODUCTION

The District, hereinafter called the “Owner” has elected, at its sole discretion, to implement an Owner Controlled Insurance Program (“OCIP”) under the Statewide Educational Wrap Up Program (“SEWUP”). The SEWUP Joint Powers Authority (“JPA”) will be providing the OCIP on behalf of the Owner. All terms and conditions of the SEWUP Contractual Provisions will apply during the term of the contract.

The SEWUP JPA will provide Workers’ Compensation, Employer’s Liability, General Liability, Contractor’s Pollution Liability, and Builder’s Risk insurance for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site (hereinafter called “Project”). The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents.

Insurance coverage provided under the OCIP is limited in scope and specific to Work performed after the inception date of enrollment into the OCIP. Offsite locations, labor and operations are **not** covered by the OCIP. In addition to any insurance provided by the Owner, all Contractors/Subcontractors will be responsible for providing certain insurance as specified in Section 1.7. The Owner recommends that Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained, prior to contract acceptance.

Keenan & Associates, hereinafter called “Program Administrator”, shall administer the OCIP on behalf of the SEWUP JPA. At all times, all Contractors/Subcontractors, shall (a) cooperate with Owner, Program Administrator, and all OCIP insurers, as applicable, and their respective consultants, agents and representatives, in its or their administration of the OCIP and all other terms and conditions described herein and (b) comply with the terms, conditions, warranties, and subjectivities of the insurance policies provided pursuant to the OCIP, including, without limitation, any and all directives and requirements of Owner’s and the OCIP insurers’ respective consultants, agents and representatives, including, without limitation, any directive or requirement relating to loss control, and quality control, and the closure to Owner’s satisfaction of open items on any and all quality control checklists and inventories.

A. Participation in the OCIP

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor/Subcontractor must follow the guidelines, as specified in section 1.5.

Enrollment (Definition): An Eligible Contractor/Subcontractor is considered Enrolled once the all required documents are received, reviewed and processed by the OCIP Program Administrator and insurer. Enrollment form (Exhibit A) must be submitted with Declarations pages, including proof of rates from your current policies; in addition to Certificate of Insurance evidencing Workers’ Compensation, General Liability, Excess/Umbrella Liability if applicable, and Auto Liability coverage. Evidence of Auto Liability should include an endorsement naming the school district as an additional insured (see Sections 1.7 and 1.8)

Contractor (Definition): Includes all vendors, suppliers, businesses, persons, or entities and entities which the Owner has engaged directly by contract to perform services relating to the Project.

Subcontractor (Definition): Includes all vendors’ suppliers, businesses, and other persons or entities that have been engaged by a Contractor to perform, or assist with the performance of, services relating to the Project.

Eligible (Definition): Includes all Contractors/Subcontractors providing direct labor on the Project, and excludes Ineligible Contractors, as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible (Definition): Includes, but is not limited to, consultants; suppliers who do not perform or do not subcontract installation; demolition that includes abatement and hazardous materials removal; vendors; materials dealers; surveyors; consultants; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed. However, if contracted with an on-site installer, suppliers/vendors should be enrolled in the OCIP only for General Liability, as it pertains to the contractual relationship of the installer's on-site work. Any party deemed an Ineligible Contractor, but who has direct labor on the Project, will be required to participate in the Project Safety Program (see Section 1.16). **Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner.**

EACH CONTRACTOR/SUBCONTRACTOR MUST INCLUDE THIS DOCUMENT WITH THEIR BID SPECIFICATIONS TO ANY AND ALL SUBCONTRACTORS. Any contractor/subcontractor's failure to comply with the OCIP Administrator and all OCIP requirements shall be considered non-performance under the contract.

Enrollment of each Contractor's eligible Subcontractors is mandatory. Contractor shall notify Owner and the Program Administrator in writing of the identity of each Subcontractor, and shall cause each Subcontractor to notify the Program Administrator in writing of the identity of each of its Sub-subcontractors, prior to such parties' commencement of their portion of the Work and prior to their entry onto the Project. Subcontractors shall not be deemed enrolled until the Program Administrator and OCIP insurers receive and approve a completed Contract Enrollment Form, for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Each Subcontractor shall be solely responsible for any and all losses, damages, claims, liabilities, and suits arising out of such Subcontractor's failure to enroll, or delay in enrolling, any of its Subcontractors.

Unless otherwise directed by the Owner, Ineligible Contractors and Subcontractors will be required to maintain their own insurance for both on-site and off-site activities and will be required to participate in the Project Safety Program. Minimum Insurance and endorsement requirements are located in Section 1.7 & 1.8.

B. Project Site and Offsite Premises

Coverages provided by the OCIP are **Project Site** specific. The Project Site shall be designated by the Owner. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

With the exception of 1 and 2 mentioned above, off-site locations, labor and operations are not covered by the OCIP. It will be the responsibility of each Contractor/Subcontractor to maintain off-site insurance, as identified in Section 1.7, which specifies coverage types and minimum limits. Contractor/Subcontractor will promptly furnish to the Owner, or its designated representative, Certificates of Insurance evidencing that all required insurance is in force.

1.2 PREQUALIFICATION & COST IDENTIFICATION

A. Contractor Pre-Qualification

Pursuant to Government Code Section 4420.5, a Bidder and all identified Subcontractors must meet certain minimum standards for bids to be deemed responsive:

Bidder's Qualification:

1. Have an average Workers' Compensation Experience Modification Rate (EMR) of 1.00 or less over the last five (5) years.
2. Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years
3. Provide evidence of an Injury and Illness Prevention Program (IIPP).

Subcontractor's Qualification:

1. Your subcontractors must have an EMR of 1.25.
2. 100% of your listed subcontractors Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years
3. 100% of your listed subcontractors must provide evidence of an Injury and Illness Prevention Program (IIPP)

FAILURE TO MEET THESE MINIMUM STANDARDS SHALL DISQUALIFY THE BIDDER.

B. Contractor Insurance Cost Identification

Contractor's base bid shall exclude any and all costs for insurance coverages provided under the OCIP. If insurance cost is not removed, the bidder may not qualify as the lowest responsive bidder. The Bidder declares under penalty of perjury under California law, that the base bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.

C. Change Order Pricing

All Contractors/Subcontractors declare, under penalty of perjury under California law, that the change order is priced to exclude any costs relating to any insurance coverage afforded under the OCIP.

1.3 OWNER-PROVIDED INSURANCE COVERAGES

CONTRACTOR/SUBCONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND LIMITATIONS. IN THE EVENT OF ANY CLAIM OR QUESTION WITH REGARD TO COVERAGE PROVIDED BY THE OCIP, THE ORIGINAL POLICIES WILL PREVAIL AS THE SOLE BINDING AGREEMENT. OCIP POLICIES AND PROJECT INSURANCE MANUAL ARE AVAILABLE UPON WRITTEN REQUEST TO THE PROGRAM ADMINISTRATOR.

The OCIP is for the benefit of the Owner and all Enrolled Contractors/Subcontractors who have on-site employees. OCIP coverage applies only to Work performed under the contract at the Project (see Section 1.1, B for definition). All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.

Such policies or programs may be amended from time to time, and the terms of such policies or programs, as amended, are incorporated herein by reference.

The Contractors/Subcontractors enrolled in the OCIP agree that the OCIP policies' limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

A. Workers' Compensation and Employer's Liability Insurance, Will be provided in accordance with applicable state laws, to all Enrolled Contractors/Subcontractors, each as named insured, and issued an individual policy) reflecting the following Limits of Liability:

Workers' Compensation:

- California Statutory Benefits

Employer's Liability:

- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease – Policy Limit
- \$1,000,000 Bodily Injury by Disease – Each Employee

1. Deductible: None
2. Exclusions: The known exclusions for this coverage are set forth on the table attached as Exhibit B. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.
3. Policy Term: The policy term is one year, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for duration of the contractor's contractual work. Warranty work and post contract repair work is excluded. Each Contractor/Subcontractor is insured under the policy for the length of its work at the Project.

B. General Liability Insurance is written on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors as named insured, reflecting the following Limits of Liability:

- \$5,000,000 Bodily Injury and Property Damage Liability
- \$10,000,000 General Aggregate
- \$5,000,000 Products and Completed Operations
- 10 Years Completed Operations
- Limits are per Project

1. Deductible: None
2. Exclusions: The known exclusions for this coverage are set forth on the table attached as Exhibit B. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.
3. Policy Term:
 - a. Bodily Injury and Property Damage Liability coverages to remain in effect until Project Completion Date or July 1, 2018, whichever comes first; as defined in the policy.
 - b. Ten years Products and Completed Operations coverage commences upon completion, occupancy or July 1, 2018; whichever comes first; as defined in the policy.

C. Contractor's Pollution Liability, is written on an "Occurrence" form under a master liability policy, except for fungus/spore coverage which is "Claims Made". Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors, as named insured, reflecting the following Limits of Liability:

- \$25,000,000 Each Loss / \$25,000,000 Program Annual Aggregate
- Claims expense, including defense cost, within limits

- \$5,000,000 Fungus/Spore Sub-limit, \$5,000,000 Per Claim/Program Aggregate

1. \$10,000 Deductible, Per Claim
2. Contractor/Subcontractor shall be liable, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.
3. Exclusions: The known exclusions for this coverage are set forth on the table attached as Exhibit B. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.
4. Policy Term: The policy term is from July 1, 2013 to June 30, 2015. The policy is intended to remain in effect for the length of the Project or June 30, 2018, whichever comes first.

D. Builder's Risk coverage will be in place during the Course of Construction, at the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sublimits, property limitations and conditions. Such insurance shall include the interests of the Owner (as named insured) and enrolled Contractors/Subcontractors (as additional insured's) during the Course of Construction. A deductible, which shall be determined by the type of construction, will apply to each occurrence. The deductible schedule is as follows:

New Construction & Renovation

- \$10,000 - \$25,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
 - \$50,000 deductible for Water Damage to structural renovations.
 - \$100,000 deductible for Water damage to Large Span Buildings (with unsupported roof greater than 200 feet); and Stadiums/Arenas (open air, fixed roof, and/or retractable roof).
1. Contractor shall be responsible for the applicable deductible under the Districts builder's risk insurance policy for damage to work of Contractor or any Subcontractor of any tier including damage to work of other Contractors caused by Contractor or its Subcontractors. The applicable deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.
 2. Exclusions: The known exclusions for this coverage are set forth on the table attached as Exhibit B. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.
 3. Policy Term: The policy term is from July 1, 2013 to June 30, 2015.

E. OCIP Policies Establish OCIP Coverage. The insurance coverages, limits of liability, definitions, terms, conditions, exclusions and limitations contemplated in these contractual provisions and the other contract documents are set forth in full in the OCIP insurance policies. The summary descriptions of such policies in these contractual provisions, in the Project Insurance Manual, or in any other contract document or elsewhere are not intended to be complete or to alter or amend any provision of the actual OCIP policies. To the extent, if any, such descriptions herein or therein conflict with any such insurance policies, the provisions of the actual insurance policies shall govern. To the extent there are any other conflicts between or among the provisions of such insurance policies, these contractual provisions, the contract documents, or the Project Insurance Manual, then in descending order, the insurance policies shall govern, followed by these contractual

provisions, the contract, the other contract documents, then the Project Insurance Manual. Contractor/Subcontractor acknowledges that it has had the opportunity to review the insurance policies as provided in section 1.3, and that it is relying solely on the provisions set forth in the insurance policies, and not upon any oral or written statement or reference in these contractual provisions, any other contract document, the Project Insurance Manual, or otherwise.

1.4 OCIP CERTIFICATES AND POLICIES

All Enrolled Contractors/Subcontractors will receive their own Workers' Compensation policy. Certificates of Insurance will be furnished for General Liability and Contractor's Pollution Liability coverages. Program Administrator will provide a copy of the OCIP policies upon written request. Such policies or programs may be amended from time to time and the terms of such policies or programs, as they may be amended, are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

1.5 CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor /Subcontractor must comply with the following:

A. Contractor Eligibility, see Section 1.1, A for definition.

B. Enrollment Compliance

An Eligible Contractor/Subcontractor is not enrolled until the Program Administrator and OCIP insurers receive and approve a completed *Contract Enrollment Form* (see Exhibit A), for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Evidence of Insurance for Contractor/Subcontractor-Provided Insurance Coverage (see Sections 1.7 and 1.8) is a requirement and must be submitted with the completed *Contract Enrollment Form*.

Any Contractor/Subcontractor who enrolls in the OCIP after their start date must provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Late Enrollment is not guaranteed and must be approved and accepted by the insurance carrier. Upon approval, the Program Administrator will provide evidence of OCIP coverage to the Contractor/Subcontractor, as noted in Section 1.4.

All Contractors/Subcontractors shall cooperate with, and require their Subcontractors to cooperate with, the Owner and the Program Administrator, in regards to the administration and operation of the OCIP.

C. Contractor/Subcontractor Compliance with Other Forms and Procedures

All Enrolled Contractors/Subcontractors are required to complete and submit the following forms:

1. Project Site Monthly Payroll Report

Project Site Monthly Payroll Reports (see Exhibit C) must be submitted to the Program Administrator on a monthly basis, until the completion of the contract. This report must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. If the Project Site Monthly Payroll Report is not submitted to Program Administrator on a monthly basis, the Construction Manager and/or Owner can withhold payment until the report is received.

Contractor/Subcontractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP insurer. At the end of each contract, a carrier audit may be performed using the reported payroll.

2. Payroll Reporting /Workers' Compensation Insurance Rating Bureau Requirements

Once an Eligible Contractor/Subcontractor is enrolled into the OCIP, a separate Workers' Compensation Policy will be issued to them. All Enrolled Contractors/Subcontractors shall comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB).

3. Contractor's Completion Notice

Contractor's Completion Notice (see Exhibit D) must be submitted to the Program Administrator upon completion of work at the Project, which includes punch list items, but not warranty work. This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their Work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

4. Project Insurance Manual

A Project Insurance Manual will be provided to all awarded Contractors/Subcontractors, which includes a Program Summary, Claims Reporting Instructions, Project Safety Guidelines, necessary forms, and contact information. Copies can be requested from the Program Administrator.

D. Contractor/Subcontractor Compliance with all aspects of the OCIP

All Contractors/Subcontractors further acknowledge and agree to comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by Owner, the Program Administrator and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Nothing in this document or any other contract document or in the Project Insurance Manual, shall be deemed to render Owner or any of its affiliates of any tier an employer of Contractor/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. Failure to comply will be considered non-performance under the contract.

It is the obligation of each Eligible Contractor/Subcontractor to enroll in the OCIP and to comply with all of the administrative, notice, claim reporting, safety, loss control, quality control, insurance and other requirements set forth in these contractual provisions, in the OCIP insurance policies, in the Project Insurance Manual, and elsewhere in the contract documents. Contractor/Subcontractor shall provide each of its Subcontractors, among other things, with a copy of the Project Insurance Manual and a copy of these contractual provisions. Contractor/Subcontractor shall require in writing that each enrolling Subcontractor comply with, among other things, the provisions of the OCIP insurance policies, the Project Insurance Manual, and the contract documents. All such requirements shall be included in all subcontracts and sub-subcontracts with eligible parties. The failure of Contractor/Subcontractor or any other party to provide eligible Subcontractors with a copy of this document, the Project Insurance Manual, and/or all other applicable requirements shall not relieve any such Subcontractor of any of the obligations contained therein.

Contractor/Subcontractor shall keep and maintain accurate records and information in accordance with the requirements of the OCIP Insurer(s), the Project Administrator, the Project Insurance Manual, and the contract documents, and shall provide such records and information to Owner, the Program Administrator, and/or the OCIP insurers upon request.

1.6 OCIP DISCLAIMER

The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses all the risks of the Contractors/Subcontractors. Prior to the commencement of work

under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any additional insurance coverage purchased will be at Contractor's/Subcontractor's option and sole expense.

1.7 REQUIRED CONTRACTOR/SUBCONTRACTOR PROVIDED INSURANCE COVERAGES

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance evidencing that coverage is in force and any required Additional Insured Endorsements to the Owner, with a copy to the Program Administrator for the following coverages, before commencing work on the Project (See Section 1.8) for Certificate Holder and Additional Insured Endorsement specifications):

- A. Automobile Liability Insurance** Must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

Enrolled Contractors/Subcontractors

General/Prime Contractor	Subcontractor	
• \$2,000,000	\$1,000,000	Bodily Injury and Property Damage

Ineligible Contractors/Subcontractors – Not Enrolled

General/Prime Contractor	Subcontractor	
• \$2,000,000	\$1,000,000	Bodily Injury and Property Damage

- B. Workers' Compensation and Employer's Liability Insurance**

Workers' Compensation –Statutory Benefits - All States

- Employer's Liability:
- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease – Policy Limit
- \$1,000,000 Bodily Injury by Disease – Each Employee

- C. General Liability Insurance, minimum limits of liability are as follows:**

Enrolled Contractors/Subcontractors

General/Prime Contractor	Subcontractor	
• \$2,000,000	\$1,000,000	Bodily Injury and Property Damage
• \$2,000,000	\$1,000,000	Per Occurrence
• \$2,000,000	\$1,000,000	General Aggregate
• \$2,000,000	\$1,000,000	Products/Completed Operations Aggregate
• \$2,000,000	\$1,000,000	Personal/Advertising Injury Aggregate

Ineligible /Not Enrolled Contractors/Subcontractors

General/Prime Contractor	Subcontractor	
• \$2,000,000	\$1,000,000	Bodily Injury and Property Damage
• \$2,000,000	\$1,000,000	Per Occurrence
• \$2,000,000	\$1,000,000	General Aggregate
• \$2,000,000	\$1,000,000	Products/Completed Operations Aggregate
• \$2,000,000	\$1,000,000	Personal/Advertising Injury Aggregate

D. Professional Liability Insurance, if Contractor’s/Subcontractor’s work requires design and/or design-assist services, or Contractor/Subcontractor performs professional services of any kind, Contractor/Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:

- \$2,000,000 per Claim/Annual Aggregate

1. Deductible or self-insured retention amount must not be greater than \$100,000 per claim, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

E. Environmental and Asbestos Abatement Coverages: If the Contractor’s/Subcontractor’s scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

- \$1,000,000 per Claim/Aggregate

F. Aircraft or Watercraft Liability Insurance: If any Contractor/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, the Contractor/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”. Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

- \$5,000,000 per Claim/Aggregate

1.8 REQUIRED CONTRACTOR/SUBCONTRACTOR CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENTS

Certificates of Insurance and Additional Insured Endorsements acceptable to the Owner and Program Administrator must be filed with the Owner within ten (10) days after award of the contract to all Contractors/Subcontractors and prior to commencement of on-site activities.

All required insurance shall be maintained, without interruption, from the date of commencement of on-site activities, until the date of the final payment or expiration of any extended period, as set forth in

this agreement. These certificates and additional insured endorsements required by Section 1.7 and 1.8 shall provide not less than thirty (30) days prior written notice to the Owner, with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

Certificates of Insurance, the Project must be identified on the Certificate of Insurance in the "Description of Operations/Locations/Vehicles/Special Items" section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

Certificate Holder:

San Jose Evergreen Community College District
c/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

Additional Insured Endorsements: The Owner must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, "Name of Person or Organization", as specified below:

1. All Contractors/Subcontractors must provide an additional insured endorsement for automobile liability.
2. Ineligible Contractors/Subcontractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers' compensation.

Name of Person or Organization:

San Jose Evergreen Community College District
c/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

1.9 CONTRACTOR/SUBCONTRACTOR INSURANCE FOR PERSONAL PROPERTY AND EQUIPMENT

All Contractors/Subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased or rented by any Contractor/Subcontractor. Contractors/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

Any type of insurance or any increase of limits of liability not described in this Section, which the Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and at their expense.

1.10 ASSIGNMENT OF RETURN PREMIUMS

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP.

1.11 WAIVER OF SUBROGATION AND OWNER INDEMNIFICATION

With respect to their work on the Project:

- Owner waives all rights of subrogation and recovery against the Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
- Contractors/Subcontractors waive all rights of subrogation and recovery against the Owner and other Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
- The Contractors/Subcontractors are obligated to indemnify the Owner for damages or claims not covered by the OCIP.

1.12 NO RELEASE

The provision of the OCIP, by the Owner, will in no way be interpreted as relieving the Contractors/Subcontractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

1.13 OWNER'S RIGHT TO AUDIT

The Contractor/Subcontractor will permit the Owner and/or its representative to examine and/or audit its books, records and insurance policy information. Contractor/Subcontractor will also provide any additional information to the Owner, or its appointed representatives, as may be required.

1.14 DUTIES IN THE EVENT OF A LOSS

Contractors/Subcontractors are required to report any and all losses, which include potential losses, promptly to, OCIP insurers and/or Program Administrator. A full description and details of the incurred loss are also required.

The Contractor/Subcontractor shall assist the Owner, its agents, and the Program Administrator, by providing 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 Owner's insurers in claims and demands that arise out of the Work and that the insurers are called upon to adjust.

1.15 OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

All Contractors/Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements

It is the responsibility of each Contractor/Subcontractor to maintain an environment free of recognized hazards. All Contractors/Subcontractors shall exercise reasonable care to prevent work-related injuries; property and equipment damage at the Project, as well as minimize risk to the public and third party property.

In the event of an accident, it shall be the responsibility of the employing and/or responsible Contractor/Subcontractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by Keenan & Associates, hereinafter called "Program Administrator." This includes notification to the appropriate state authorities, if necessary.

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the Contractors'/Subcontractors' efforts to minimize loss, assist in identifying loss exposures, and to recommend appropriate corrective measures. The Program Administrator

is a resource to supplement the safety and loss prevention activity of Contractors/Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or OCIP insurers do not in any way relieve the Contractors/Subcontractors of their responsibilities for Project safety.

1.16 PROJECT SAFETY PROGRAM

In addition local, state, and federal occupational safety and health laws, the following standards apply to all Enrolled and Non-Enrolled Contractors/Subcontractors.

A. Safety Orientation

1. Contractor/Subcontractor employees shall be provided with a project specific safety orientation prior the start of the project. At a minimum, the orientation will address the following items:
 - i. The District's site safety requirements.
 - ii. Site specific safety hazards and protective measures for these hazards.
 - iii. Emergency telephone numbers and procedures.
 - iv. Local medical clinic/hospital information within the Medical Provider Network (MPN).

B. Program Management

1. Each Contractor/Subcontractors shall have the following safety programs:
 - v. Injury and Illness Prevention Plans
 - vi. Hazard Communication Programs
 - vii. Heat Illness Prevention Plans
2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health.

C. Site Safety

According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property. Contractors/Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:

1. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.
2. All Contractors/Subcontractors shall follow District procedures for dealing with the media.
3. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
4. Alcohol is prohibited on District property at all times.
5. Contractors/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.
6. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel, and are allowed only "incidental" contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.
7. All prime contractors must attend the site specific pre-construction meeting.

8. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
9. All Contractors/Subcontractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
10. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
11. All Contractors/Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

D. Mandatory 6' Fall Protection

1. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
 - viii. Steel erection
 - ix. Decking
 - x. Roofing
 - xi. Framing
 - xii. Scaffold work
2. A safety monitor as means of fall protection is prohibited.
3. Ladder jacks, lean-to, and prop-scaffolds are prohibited.
4. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
5. Methods of fall protection include but are not limited to the following:
 - xiii. Railings
 - xiv. Covers for Floor, Roof, and Wall Openings
 - xv. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
 - xvi. Controlled Access Zones
6. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
7. The minimum parapet height allowed for fall protection is 42 inches or greater.
8. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance in accordance with Cal/OSHA Construction Safety Orders.
9. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at anytime.
10. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.

11. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.

E. Crane Safety

1. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
2. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.
3. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

F. Return to Work:

1. The District and OCIP Carrier are committed to working with all Enrolled Contractors and Subcontractors to promote the successful & timely return to work of injured employees following a work related injury. The purpose of this policy is to ensure that Enrolled Contractor/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness, but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.
 - i. Each Enrolled Contractor/Subcontractor will cooperate with the OCIP Carrier to facilitate the return to work of any injured employee capable of safely performing transitional duties.
 - ii. When the employee is released to transitional duties, it is the Enrolled Contractor/Subcontractor's responsibility to facilitate the injured employee's return to work.
 - iii. The Enrolled Contractor/Subcontractor is expected to accommodate the injured employee to the fullest extent and facilitate the return to work.
 - iv. It will be the responsibility of the Insurance Carrier's Adjuster to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

1.17 OWNER'S INSURANCE OBLIGATIONS; CONTRACTORS'/SUBCONTRACTORS' OBLIGATIONS; REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

(a) Owner assumes no obligation to provide insurance other than that summarily described in these Contractual Provisions, in the Project Insurance Manual, and in the OCIP insurance policies. Contractor/Subcontractor shall review the OCIP coverages, limits of liability, and insurance policies to satisfy themselves that the coverages offered thereby meet its needs. Nothing contained herein shall be deemed to place any responsibility on Owner, and Owner disclaims any responsibility, for ensuring that the insurance provided by the OCIP is sufficient for the conduct of Contractor's/Subcontractor's business or performance of the Work, including, without limitation, the adequacy of the limits of liability provided by, and as to all other terms, conditions and exclusions of, the OCIP insurance policies. The furnishing of

insurance by Owner through the OCIP shall in no way relieve or limit or be construed to relieve or limit Contractor/Subcontractor of any responsibility, liability or obligation imposed by the contract, the contract documents, the Project Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, any and all indemnification obligations on the part of Contractor/Subcontractor.

(b) By enrolling in the OCIP, Contractor/Subcontractor acknowledge that (i) the limits of liability of the OCIP insurance policies are shared by all insured parties under the OCIP for this Project; (ii) Owner is not an insurer or in the business of insurance and is not an agent, broker, partner or guarantor of Contractor/Subcontractor or any of the insurance companies providing coverage under the OCIP (the "OCIP insurers"); and (iii) Owner is not responsible for (a) the availability, adequacy, or exhaustion of the limits of the OCIP, (b) the present or future solvency of any of the OCIP insurers or (c) any claims or disputes by, between or among Owner, Contractor/Subcontractor and any of the OCIP insurers, including, without limitation, claims or disputes arising out of any the OCIP insurers' payment or nonpayment of claims or losses, or such insurers' contractual or extra-contractual duties, including, without limitation, defense and/or indemnity obligations. Any type of insurance coverage or limits of liability not provided by the OCIP which Contractor/Subcontractor desires for its own protection, or which is required by applicable laws or regulations, shall be its sole responsibility and expense and shall not be included in its compensation for the Work. If Contractor/Subcontractor believes that additional limits of liability beyond those provided by the OCIP would be prudent for its protection, it agrees to investigate and procure such additional limits of liability for itself at its sole cost.

(c) By enrolling in the OCIP, Contractor/Subcontractor represents and warrants that it has had the opportunity to read and analyze (and to obtain professional assistance to read and analyze) a copy of the OCIP insurance policies and understand the contents thereof. Any reference in these contractual provisions, in the Project Insurance Manual, or elsewhere in any contract document as to amount, nature, type or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference only and Contractor/Subcontractor represents and warrants that it has not relied upon any such reference or any other oral or written statement by or on behalf of Owner, the Project Administrator, or any of its or their agents, employees or representatives, but solely upon its own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage, conditions, extensions, or limits of liability provided by and as to all other terms of the OCIP insurance policies and/or their potential applicability to any claim or loss or their sufficiency for the conduct of Contractor's/Subcontractor's business or performance under the contract documents. To the extent that Contractor/Subcontractor deems it prudent to secure and maintain additional, supplemental, excess, or wholly independent insurance or liability associated with its Work on the Project or otherwise, it shall be responsible to do so at its sole expense.

(d) Contractor/Subcontractor hereby releases Owner, the Program Administrator and their respective representatives, agents, directors, officers, employees, partners, shareholders, members, affiliates of every tier, successors, and assigns from any and all claims and liabilities arising out of or relating to acts, errors, omissions or negligence (i) in the design, selection, placement, adequacy, amount, limits, scope and nature of insurance coverage afforded by the OCIP, (ii) in the selection, performance and present and future solvency of the OCIP insurers, and (iii) in the implementation and administration of the OCIP. Contractor/Subcontractor shall make its own determinations regarding such matters and expressly waives any and all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor did not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Contractor/Subcontractor expressly acknowledges that the foregoing waiver of the provisions of Section 1542 was separately bargained for, and expressly agrees that the release provision shall be given full force and effect, including, without limitation, as to unknown or unsuspected claims, demands, liabilities and causes of action, if any may exist or arise. This release provision shall survive the completion of the Work and the expiration or other termination of the Agreement.

1.18 JOINT DEFENSE OF CLAIMS AND SUITS AGAINST MORE THAN ONE INSURED

(a) In the event that a claim, demand, suit, or other proceeding (“Claim”) is brought against more than one insured under the OCIP, Owner and Contractor/Subcontractor recognize the common interest of all OCIP insureds in jointly defending that Claim. To the fullest extent permitted by law, and absent a material, current, actual, unwaivable conflict of interest mandating the appointment of separate counsel under applicable law, Owner and Contractor/Subcontractor insured under the OCIP (i) shall be defended by the same counsel and by the same consultants and experts selected by Owner and/or the OCIP insurers at its or their sole discretion, regardless of whether the defense under the OCIP is provided subject to a reservation of rights issued by any OCIP insurer, and (ii) waive their respective rights to independent counsel as to any and all such Claims. This waiver is deemed to be continuing. Contractor/Subcontractor agrees to execute such other documents as are required to effectuate this waiver and fulfill the purpose of this Section 1.18.

(b) In defense of Claims arising under the OCIP, information shared with counsel engaged to defend the insureds (“Defense Counsel”) will be protected from disclosure and shall remain privileged even after the termination of the OCIP and/or the completion of the Project. Contractor/Subcontractor agrees not to disclose to any person or entity, other than to Owner and to Defense Counsel, any confidential information obtained in the defense or pursuit of Claims covered, or potentially covered, under the OCIP. Any such confidential information shall only be used in matters that arise directly pursuant to such OCIP Claims. However, disclosures of such confidential information may be made (i) upon written approval from Defense Counsel or (ii) where required by court order or by applicable law.

(c) Nothing in this Section 1.18 shall preclude Contractor/Subcontractors from engaging counsel of its choice, at its sole expense, to associate in the defense of any such Claim.

1.19 Duty of Care

Nothing contained in the OCIP insurance policies, the contract, these contractual provisions, any other contract document, or the Project Insurance Manual shall relieve Contractor/Subcontractor of its obligations to exercise due care in the performance of its duties in connection with the Work and to complete the Work in strict compliance with the contract documents.

NOTE: THE OWNER AND PROGRAM ADMINISTRATOR MUST APPROVE CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.



STATEWIDE EDUCATIONAL WRAP UP PROGRAM

CONTRACT ENROLLMENT FORM

District Name: _____

Project Name: _____

Contractor Information

Contractor/Subcontractor (Legal Name): _____

If you are a subsidiary and / or division of another company, please indicate the name on file with the bureau: _____

Address: _____

City: _____ State: _____ Zip: _____

Name & Title of Person(s) to Contact: _____ E-Mail Address: _____

Phone Number: _____ Fax: _____

Contractor License #: _____ Federal ID #: _____

Entity: Sole Proprietorship: Partnership: Corp: Other:

Payroll/Accounting Contact (if other than above): _____

Phone: _____ Fax: _____ E-Mail Address: _____

Contractor's Broker Information

Do we have permission to contact your broker for policy and rate information? Yes No If yes, please sign: _____

Broker Contact Name: _____ Broker E-Mail Address: _____

Broker Phone: _____ Broker Fax: _____

Contract Details

Your status on this Project (a) General/Prime Contractor (b) Subcontractor
 (c) Tier/Subcontractor (d) Other _____

If you checked (b), (c) or (d) above, give name of the contractor for whom you are under contract with: _____

Bid Package # (if applicable): _____ Total Contract Amount: \$ _____

Contract Award Date: _____ Contract Amount for Self Performed Work: \$ _____

Estimated Start Date*: _____ Estimated Completion Date: _____

*This will be the effective date of your OCIP coverage, unless notified otherwise

Description of work performed: _____

For this project, will you be doing off-site work? Yes No

If YES, please describe? _____

EXHIBIT A

Project Name: _____ Contractor Name: _____

Each Contractor and Subcontractor of every tier is required to submit a list of job/WC classifications and their respective estimated payrolls and man- hours for all employees who will be working at the project site. This information must be submitted for each contract / bid package. If this applies to your firm, please contact the SEWUP Department for a Supplemental Contractor Enrollment Form. Payroll Records are subject to audit by the Owner's Workers' Compensation and General Liability insurance carrier.

Workers' Compensation Section					
Description of Work	WC Class Code	WC Rate (\$100/Payroll)	On-Site Straight Time Payroll	On-Site Man hours	WC Premium
Modified Premium is: Total Premium X Experience Modifier _____ Experience Modifier _____ Modified Premium: \$ _____ Plus/Minus Rate Deviations or Premium Credits _____ Credit/Deduction: \$ _____ <div style="text-align: right;">Total Workers' Compensation Insurance Cost \$ _____</div>					
Workers' Compensation Insurance Carrier Name: _____ Policy No: _____ Policy Term: _____ To _____ Workers' Comp Bureau ID No: _____ Anniversary Rating Date: _____					
General Liability Section					
General Liability Insurance Carrier Name: _____ Policy No: _____ Policy Term: _____ To _____ Aggregate Limit: \$ _____ Per Occurrence Limit: \$ _____ GL Policy Deductible: \$ _____ Products & Comp/Ops Limit: \$ _____ GL Rate: \$ _____ <input type="checkbox"/> Per \$1000 <input type="checkbox"/> Per \$100 <input type="checkbox"/> Flat Based On: <input type="checkbox"/> Receipts <input type="checkbox"/> Payroll Other: _____ <div style="text-align: right;">Total General Liability Insurance Cost \$ _____</div>					
Umbrella/Excess Liability Section					
Umbrella/Excess Liability Carrier Name: _____ Policy No: _____ Policy Term: _____ To _____ Aggregate Limit: \$ _____ Per Occurrence Limit: \$ _____ Policy Rate: \$ _____ <input type="checkbox"/> Per \$1000 <input type="checkbox"/> Per \$100 <input type="checkbox"/> Flat Based On: <input type="checkbox"/> Receipts <input type="checkbox"/> Payroll Other: _____ <div style="text-align: right;">Total Umbrella / Excess Liability Insurance Cost \$ _____</div>					
Margin Factor (Apply your Mark-Up Against Current Cost)					\$ _____
TOTAL INSURANCE COST					\$ _____

Project Name: _____ Contractor Name: _____

Expected Subcontractors: If any work is to be subcontracted under this Contract, please complete the following information for each Subcontractor. Use additional pages, if necessary.

Company Name: _____	Contact Person: _____
Address: _____	
City/State/Zip Code: _____	
Phone: _____	Fax: _____ E Mail: _____
Scope of Work: _____	
Contractor License # _____	Contract Value: _____
Est. Start Date: _____	Est. Completion Date: _____

Company Name: _____	Contact Person: _____
Address: _____	
City/State/Zip Code: _____	
Phone: _____	Fax: _____ E Mail: _____
Scope of Work: _____	
Contractor License # _____	Contract Value: _____
Est. Start Date: _____	Est. Completion Date: _____

Company Name: _____	Contact Person: _____
Address: _____	
City/State/Zip Code: _____	
Phone: _____	Fax: _____ E Mail: _____
Scope of Work: _____	
Contractor License # _____	Contract Value: _____
Est. Start Date: _____	Est. Completion Date: _____

Company Name: _____	Contact Person: _____
Address: _____	
City/State/Zip Code: _____	
Phone: _____	Fax: _____ E Mail: _____
Scope of Work: _____	
Contractor License # _____	Contract Value: _____
Est. Start Date: _____	Est. Completion Date: _____

I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT:

- 1) THE INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND CORRECT.
- 2) I HEREBY UNDERSTAND THAT ENROLLMENT IS CONTINGENT UPON RECEIPT AND ACCEPTANCE OF THIS FORM AND ANY APPLICABLE CERTIFICATES OF INSURANCE. SHOULD I SUBMIT AN INCOMPLETE FORM, KEENAN'S SEWUP DEPARTMENT WILL CONTACT ME AND MY FIRM WILL NOT BE ENROLLED UNTIL I PROVIDE ALL NECESSARY INFORMATION IN ITS ENTIRETY.
- 3) I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THE BID SPECIFICATIONS REGARDING THE INSURANCE COVERAGES PROVIDED THROUGH THE OCIP. MY FIRM UNDERSTANDS AND ACCEPTS THE INSURANCE PROVIDED UNDER THIS OCIP.
- 4) MY FIRM AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCIP AND FOLLOW THE ADMINISTRATIVE PROCEDURES AS OUTLINED IN THE BID SPECIFICATIONS.

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Attach copies of your Workers' Compensation, General Liability, and Excess/Umbrella Liability (if applicable) Declarations pages, including proof of rates from your current policies. Submit a copy of your Certificate of Insurance evidencing WC, GL, Excess/Umbrella Liability, and Auto Liability coverage. Evidence of Auto Liability should include an endorsement naming the school district as an additional insured. Compliance with this request will expedite your enrollment.

Please E-mail, Fax or Mail To:

Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501
 Attn: SEWUP, Email: SEWUP@keenan.com, Phone (310) 212-3344, Fax (310) 787-8838
 License #0451271

EXHIBIT B

Known OCIP Policy Exclusions

Workers' Compensation

Bodily Injury Outside US or Canada
 Bodily Injury To Any Member of Flying Crew
 Contractual Liability
 Employment Related Practices
 Employees Knowingly Employed Illegally
 Intentional or Aggravated Bodily Injury
 State or Federal Law Violation Fines, Penalties
 Bodily Injury To Person Subject To Federal Workers' Compensation
 Bodily Injury To Person Subject To Occupational Disease Laws
 Obligations Imposed By Occupational Disease Laws
 Obligations Imposed By Workers' Compensation Laws
 Obligations Imposed By Unemployment Compensation Laws
 Obligations Imposed By Disability Benefits or Any Similar Law

Contractor's Pollution Liability

Contractual Liability
 Employment Related Practices
 Workers Compensation and Similar Laws
 Auto, Aircraft, Vessel Or Rolling Stock
 Already Under Project Specific Coverage
 Fines, Penalties, and Treble Damages
 Claims Between Certain Insureds
 Related Entities and Individuals
 Microbial Substances, Genetically Modified Organisms
 War
 Nuclear
 Nuclear
 Pre-Existing Conditions
 Intentional Acts
 Naturally Occuring Substances
 Other Entities
 Products
 Transportation Of Pollutants
 Damage To Property
 Disposal Sites
 Hazardous Materials Facility
 Bankruptcy

Builder's Risk

Flood
 Earthquake
 Contractor's Tools, Machinery, Plans, Equipment
 Offshore Or Barrier Island Property
 Infidelity, Dishonesty, Fraudulent Activity Of Insured
 Existing Property At The Project Location
 Disappearance or When Revealed By Inventory Shortage Alone
 Land, Land Values, Value of Cut, Fill, Etc. Existing Prior To Project Commencement
 Damages, Fines or Penalties At Government Agency or Court Order
 War and Military Action
 Nuclear
 Water, Standing Timber, Growing Crops, Animals
 Delay In Completion
 Asbestos
 Hot Testing
 Foreign Terrorism
 Software Loss
 Damage To Existing Property
 Consequential Loss, Damage or Expense
 Cost of Making Good
 Fungus
 Normal Subsidence
 Cessation of Work
 Certain Offsite Property
 Damage To Landscaping Materials Due To Natural Causes
 Loss Under Any Manufacturer or Supplier Guarantee/Warranty
 Damage While Testing Prototype or Used Machinery/Equipment
 Property That Stores, Processes, or Handles Radioactive Materials
 Electrical, Magnetic, or Errors Related To Electronic Records
 Transmission/Distribution Lines Energized At Completion of Testing
 Financial Accounts, Instruments, Stamps, Deeds, Precious Material
 Rolling Stock, Aircraft, Watercraft
 Vehicles or Equipment Licensed For Highway Use

General Liability

Contractual Liability
 Employment Related Practices
 Workers Compensation and Similar Laws
 Personal and Advertising Bodily Injury
 Damage To Impaired or Not Physically Injured Property
 Recall of Products, Work Or Impaired Property
 Certain Damage To Your Work (Partial Carveback)
 Prior, Continuous, or Progressively Deteriorating Injury or Damage
 Violation of Statutes Governing Collecting, Transmitting Information
 Violation of Statutes Governing Email, Fax, Phone Calls
 War
 Nuclear
 Exterior Insulation and Finish Systems
 Professional Liability
 Asbestos
 Pollution
 Expected or Intended Injury
 Liquor Liability
 Employers Liability
 Aircraft, Auto or Watercraft
 Mobile Equipment
 Damage To Your Product
 Electronic Data
 Fungi Or Bacteria
 Silica or Silica Mixed Dust
 Lead
 Certain Damage To Property
 Certain Exclusions To Personal and Advertising Injury Liability
 Certain Exclusions To Medical Payments Coverage

EXHIBIT C



STATEWIDE EDUCATIONAL WRAP UP PROGRAM

PROJECT SITE MONTHLY PAYROLL REPORT
Due on the 10th of each month (for previous month labor)

District Name: West Hills Community College District Bid Pkg. #: _____
 Project Name: _____ REPORT # _____
(For your Firm's use)
 Reporting Month: _____ *Example* Feb-2006
 Company Name: _____ DbA Name: _____
 Under Contract With: _____ SEWUP Site Code*: _____

*SEWUP Site Code - refer to Certificate of Insurance issued for this project, under Description of Operations section, referred to as Site Location Code.

Workers' Compensation Class Code	Description	On-site man hours	Payroll*
TOTAL			

Is this your final payroll report? YES NO

If Yes, submit final report with Contract Completion Notice. If this is not your final report, payroll must be submitted each month until contract work is complete. If there is no on site labor, 0 hours must be reported and submitted.

I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE. NOT REPORTING ACCURATE PAYROLL INFORMATION COULD AFFECT YOUR EXMOD - EXPERIENCE MODIFICATION RATING WITH THE WORKERS' COMPENSATION INSURANCE RATING BUREAU (WCIRB).

Signature: _____ Title: _____

Print Name: _____ Date: _____

*Only report payroll for work performed on-site. Do not include overtime wage rates, use straight time wage rates only, i.e., employee earns \$20/hr. and works 10 hours in one day, you would report \$200.00 (\$20.00 x 10). Payroll/remuneration that is taxable to employee and paid by your company, is reported to WCIRB.

EXHIBIT D



STATEWIDE EDUCATIONAL WRAPUP PROGRAM

Contractor's Completion Notice

District Name West Hills Community College District _____

Project Name _____

IMPORTANT NOTIFICATION – PLEASE READ

Contractor and Subcontractor agrees to complete this form and return to Keenan & Associates upon completion or termination of work activities under this contract. Please include, with this form, any supporting documents for final contact value (if different from initial contract value).

Contractor/Subcontractor Legal Name: _____

Contractor/Subcontractor dba Name: _____

Address: _____

**Site Location Code/
Contract Number:** _____

Initial Contract Value: \$ _____ **Final Contract Value:** \$ _____

Start Date on Site: _____ **Last Day on Site*:** _____

**This would include work performed on final closeout or punch-list items and should not include warranty work.*

**Parent Contractor
(Company Name):** _____

**Parent Contractor
Contact Name (Print):** _____ **Title:** _____

**Signature
(Parent Contractor):** _____ **Date:** _____

**Contractor/Subcontractor
Contact Name (Print):** _____ **Title:** _____

**Signature
(Contractor/Subcontractor):** _____ **Date:** _____

Please E-mail, Fax or Mail To:

Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501
Attn: SEWUP, Email: SEWUP@keenan.com, Phone (310) 212-3344, Fax (310) 787-8838
License #0451271

ATTACHMENT D

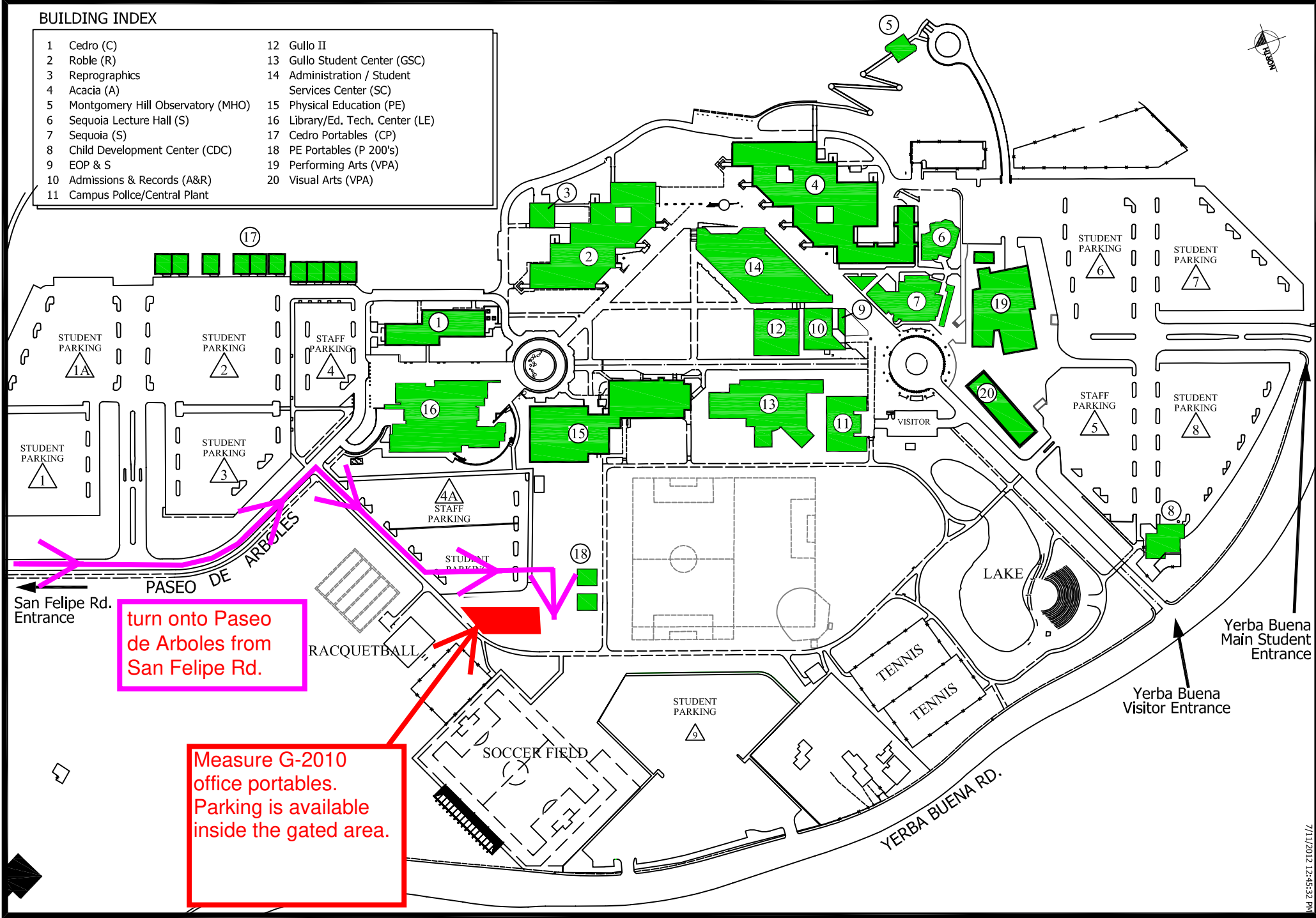
Mandatory Job-Walk Location Map

EVERGREEN VALLEY COLLEGE

Campus Map

BUILDING INDEX

1 Cedro (C)	12 Gullo II
2 Roble (R)	13 Gullo Student Center (GSC)
3 Reptographics	14 Administration / Student Services Center (SC)
4 Acacia (A)	15 Physical Education (PE)
5 Montgomery Hill Observatory (MHO)	16 Library/Ed. Tech. Center (LE)
6 Sequoia Lecture Hall (S)	17 Cedro Portables (CP)
7 Sequoia (S)	18 PE Portables (P 200's)
8 Child Development Center (CDC)	19 Performing Arts (VPA)
9 EOP & S	20 Visual Arts (VPA)
10 Admissions & Records (A&R)	
11 Campus Police/Central Plant	



turn onto Paseo de Arboles from San Felipe Rd.

Measure G-2010 office portables. Parking is available inside the gated area.