

Learning & Development TRAINING COURSE

The New Headworks Facility Project is a multi-million dollar project, part of the San Francisco Public Utilities Commission's multi-billion dollar, 20-year Capital Improvement Program. These critical investments in our city's infrastructure are an investment in the local people and businesses that make our region so special.

Sundt/Walsh, the joint venture CM/GC on Headworks, is providing this course so that local, small businesses can learn about contracting opportunities on the project and technical elements of the construction industry so that firms can better participate, compete and succeed.

FREE 6 Week Course

November 8 - December 20, 2018

(no class on November 22, 2018)

This course will cover the major aspects of:

- **Contracts** — Thursday 11/8
- **Estimating** — Thursday 11/15
- **Project Management** — Thursday 11/29
- **Financial Management** — Thursday 12/6
- **Software** — Thursday 12/13
- **Business Intangibles** — Thursday 12/20

Learn More & Register:

headworksclass.eventbrite.com



A Joint Venture



Services of the San Francisco
Public Utilities Commission

**SEWER
SYSTEM**
IMPROVEMENT PROGRAM
Grey. Green. Clean.

Contracts Course Syllabus

- *2 Hours (Interactive)*
- *Introduction & Overview to Contracts*
- *Review Sundt/Walsh Contract & Exhibits Overview*
- *SFPUC Contract Overview*

Introduction to Contracts

- *Required Contract Elements*
- *Contract Provisions*
- *Boilerplate Provisions*
- *Contract Performance*
- *Breach of Contract*
- *Damages*
- *Types of Construction Contracts*
- *Contracting Methods*
- *Making Changes to the Contract*
- *Alternative Dispute Resolution*
- *Contract Documents*

Introduction

- *Contract is a legally binding agreement between parties.*
- *It is best to have contracts in writing.*
- *Verbal contracts are difficult to enforce.*
- *Contracts serve many purposes including:*
 - *Defining the obligation of the agreement (such as scope of work).*
 - *Outlining payment terms.*
 - *Limiting the liability of the parties involved.*

Introduction

- Retainage
- Consequential Damages
- Performance Guarantees
- Owner Provided Equipment
- Extended Warranties
- No Damage for Delay
- Coordination with others
- Liquidated Damages
- Performance Damages
- Payment Terms
- Hazardous Waste
- Differing Site Conditions
- Dedicated Personnel
- Damage to Owner Property
- Waiver on Change & Claims
- Disclaiming of OFI

Required Contract Elements

- *You may have reached an agreement to do work for a customer, but that does not mean that you have a contract.*
- *There are four key elements that must be in effect to make a contract binding:*
 - *Offer and Acceptance*
 - *Consideration*
 - *Competent Parties*
 - *Legal Purpose*

Required Contract Elements

- *Offer and Acceptance*
 - *An offer outlines the contract obligations*
 - *Obligations must be clear to everyone.*
 - *Should be accepted or rejected within a reasonable amount of time.*
 - *If parties do not agree, then a negotiation process begins.*
 - *Make sure negotiations are not misunderstood as an offer.*
 - *Rejected offers are void.*
 - *A counteroffer may revise the initial offer.*
 - *Acceptance is made by signing the contract.*

Required Contract Elements

- *Consideration*
 - *Consideration is an exchange of something of value.*
 - *Promising to perform a service for a compensation.*
 - *Consideration should be clearly identified in the contract.*

Required Contract Elements

- *Competent Parties*
 - *All parties must be legally competent and sound in mind.*

Required Contract Elements

- *Legal Purpose*
 - *The purpose of the contract must be legal.*

Contract Provisions

- *Contract should contain*
 - *The contract price and payment terms*
 - *The obligation of the parties*
 - *Supplemental conditions*
 - *What to do in case of breach of contract*

Contract Provisions

- *Contract Price*
 - *Who is making the payment*
 - *The amount of the payment*
 - *The form of payment*
 - *When it will be paid*

Contract Provisions

- *Payment Terms*

- *The number of payments*
- *The amount of each payment*
- *The forum of each payment*
- *When each payment will be made*

- *Payment Provisions*

- *Retainage is a percentage withheld from each payment*
 - *Protects against liens, claims and defaults*
 - *Contractors often withhold retention from subcontractors*

Contract Provisions

- *Obligations of the Parties*
 - *Obligations should be clearly outlined.*
 - *Contractor/Subcontractor*
 - *Proper licenses*
 - *Building permits*
 - *Materials and supplies*
 - *Subcontractors or employees*
 - *Comply with codes*
 - *Schedule inspections*
 - *Following plans*
 - *Keep jobsite clean*

Contract Provisions

- *Supplemental Conditions*
 - *Supplemental conditions modify general conditions*
 - *Tailored for each project*
 - *Insurance requirements*
 - *Project procedures*
 - *Local law requirements*

Boilerplate Provisions

- *Boilerplate provisions protect the business in a lawsuit*
 - *Attorney's fees*
 - *Arbitration*
 - *Where disputes will be handled*
 - *Read boilerplate provisions carefully*

Contract Performance

- *General Contractor*
 - *In contact with the owner*
 - *Responsible for the entire project*
 - *Responsible for the subcontractors*
 - *Responsible for the safety*
- *Subcontractors*
 - *Work with the general contractor*
 - *No contact with the owner*
- *Suppliers*
 - *Provide materials and equipment*

Contract Performance

- *Substantial Completion*
 - *Final inspection completed*
 - *Certificate of occupancy*
 - *Portion is habitable or usable*
 - *Payments are made*

Breach of Contract

- *Breaking a contract is called breach of contract*
 - *Refusing to perform contract terms*
 - *Performing prohibited acts*
 - *Preventing others from performing*

Breach of Contract

- *Two types of breach of contract*
 - *Immaterial*
 - *Minor details not followed*
 - *Material*
 - *Major details not followed*
 - *Contractor/subcontractor refusing to perform/complete job*
 - *Refusing to pay for completed work.*
- *Failing to complete work on time = breach of contract*

Damages

- *To seek damages two things must have occurred*
 - *Other party must have breached contract*
 - *Breach must result in economic loss for party seeking damages*
- *Forms of Damages*
 - *Liquidated damages – damages specified on contract for breach*
 - *Special damages – damages not covered by general damages*
 - *Consequential damages – Indirect costs resulting from breach*
- *Damages cannot be based on speculation*
- *Damages must be foreseeable*

Construction Contract Types

- *Lump-Sum Contract – Work completed for a specified price*
- *Unit-Price Contract – Pay based on materials used*
- *Cost-Plus Contract – Pay includes labor and material plus a fee*

Construction Contract Types

- *Reviewing Contracts*
 - *Review carefully*
 - *Highlight vague wording*
 - *Make necessary additions*
 - *Review changes made by others*
 - *Make sure requested changes are made*
 - *Review again before signing*
 - *Keep a copy of signed contracts*

Construction Contract Types

- *Changing a Contract*
 - *Change orders are written agreements to change a contract*
 - *Needed to change scope of work & accommodate unforeseen conditions*
 - *Change orders are legally binding*
 - *Never do work without a executed change order*

Changing a Contract

- *Change orders are written agreements to change a contract*
- *Needed to change scope of work & accommodate unforeseen conditions*
- *Change orders are legally binding*
- *Never do work without a executed change order*

Alternative Dispute Resolution

- *Common types*
 - *Negotiation – open dialog between parties*
 - *Mediation – involves a mediator to help resolve*
 - *Collaborative law – use advocates to resolve (topically lawyers)*
 - *Arbitration – uses a 3rd party to render a decision*
- *Make sure you understand which options your contract contains*

Common Failures

- *Failure to:*
 - *Read and understand the contract.*
 - *Give notice.*
 - *Claim or dispute*
 - *Changed condition*
 - *Delay event*
 - *Differing site condition*
 - *Document*
 - *Control unauthorized modifications to the subcontract boilerplate.*
 - *Include specific flow down clauses in subcontracts.*

Sundt/Walsh Exhibits

Sundt/Walsh Contract Exhibits

- *Exhibit A – Bid Proposal Form*
- *Exhibit B – Code of Safe Practices & Crane Policy*
- *Exhibit D1 – Sample SCA*
- *Exhibit D2 – Sample POA Contract Boilerplate*
- *Exhibit D3 – Sample Pos Contract Boilerplate*
- *Exhibit E – List of Documents*
- *Exhibit F – Supplemental Bidding Instructions*
- *Exhibit H – Textura Overview*
- *Exhibit I – Quality Management Plan*
- *Exhibit K – Additional Contract Requirements*
- *Exhibit M – BIM Plan*
- *Exhibit O2 – Weekly Work Plan*
- *Exhibit P1 – Safety Manual*
- *Exhibit R – Groundwater Data*

Sundt/Walsh Bid Proposal Form
Exhibit A

Exhibit A – Bid Proposal Form



BID PROPOSAL FORM

Southwest Water Pollution Control Plant

Scope I Rebid - New Headworks Facility

Earthwork, Drilled Shafts, Concrete, and Coatings

Work Category # 1-200

Bids Due: May 14, 2018 at 2:00 PM – PDT

BIDS RECEIVED: SUNDT/WALSH, A JOINT VENTURE

Attn. David Cooley

Email: dcooley@sundt.com

2620 South 55th Street

Tempe, AZ 85282

Office: 480-293-3275

1.0 Bidder Information

Bidders Name: _____

Address: _____

License Number: _____

DIR Number: _____

Contact Person: _____

Office Phone: _____ Mobile: _____

Email: _____

1.1 Contract Review Confirmation:

By signing here, Bidder confirms that it has carefully read Sundt/Walsh, A Joint Venture's Exhibit D boilerplate Subcontract Agreement and (a) agrees to all the terms of the boilerplate agreement or (b) has provided Sundt/Walsh, A Joint Venture with a redlined copy of the boilerplate for review. Note that failure to sign this section will constitute grounds for rejection of your company's proposal.

Check one:

- (a) Bidder agrees to all the terms of the boilerplate Subcontract Agreement.
- (b) Bidder has provided along with this finalized bid form a redlined copy of the boilerplate Subcontract Agreement.

SIGNED: _____

TITLE: _____

DATE: _____



2.0 Scope of Work:

Work Category Description

Work Category # 01-100

Earthwork, Drilled Shafts, Concrete, and Coatings

This scope of work includes but is not limited to furnish all labor, materials, equipment, supervision, and necessary supplies to complete the Earthwork, Drilled Shafts, Concrete, and Dewatering as shown on the contract documents and/or as called for within the Project Specification Manual(s).

1. INCLUDED SPECIFICATIONS:

See Exhibit E for all contract specifications.

2. ADDITIONAL REFERENCED SPECIFICATIONS/STANDARDS:

All documents as outlined in Exhibit E

3. BASE BID INCLUSIONS:

- a. All items listed in Exhibit F are standard inclusions for all Subcontracts and Purchase Orders.
- b. Design, supply, and installation of sacrificial sheet piling. Sheet pile cut off at required depth and bracing removed prior to completion of backfill.
- c. Any bracing or tie-backs for shoring system.
- d. Dewatering design, supply, discharge plan, and installation for trenching inside the shoring system. Dewatering system to be maintained until trench is backfilled.
- e. All materials required to complete the installation of the drilled shafts including concrete, rebar, and temporary casings. Shafts to be drilled from existing grade, temporarily cased, and poured to required top of shaft elevation.
- f. Any required preparation for the tops of shafts prior to construction of the pipe slabs and foundations.
- g. Excavation of all materials for construction PIJB, Trench C, 66" pipe, hydraulic conduits E and D.
- h. All excavated materials and drilled shaft spoils have been determined to be California Class I hazardous. Proposal includes all required costs to excavate, transport, and dispose of this material in an appropriate facility.
- i. All required demolition of existing piers and below grade structures, not including pipe, located inside the trench.
- j. Removal and disposal of temporary casings during the excavation operation.
- k. Inclinometers, 20 each, including all required instrumentation and monitoring equipment.

Exhibit A – Bid Proposal Form



- l. Any aggregate base required for the grading of the trench prior to concrete construction.
- m. Concrete, complete, for 84" pipe foundations and supports, pipe slab and cradles, Trench C, hydraulic conduits D and E, 66" re-route, PIJB.
- n. Concrete includes all required materials including rebar, concrete, cure, T-lock, embeds, pressure manhole frames and covers, Trench C trench covers (complete), steel pipe covers, any required grouting or concrete fill, dowling, and hydro testing.
- o. All coatings and sealants required.
- p. Backfill of all structures.
- q. AB cap over all disturbed area inside the shored area.
- r. Any expected Startup & Commissioning requirements for channels.
- s. All Demolition for the new gate.
- t. Curb, concrete, and AC patching for new gated entrance.

4. BASE BID EXCLUSIONS

- a. AC paving other than trench patching.
- b. Curb, gutter, and sidewalk not specifically noted in drawings.
- c. Below grade pipe demolition.
- d. Utility re-routes or by-passes.
- e. Any treatment of groundwater from the dewatering process prior to disposing in the SEP facilities.
- f. Entrance gate supply and installation.

WE ACKNOWLEDGE THE FOLLOWING ADDENDA:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

3.0 Bid Price:

In submitting this proposal described in section 2.0 as the, scope-of-work, does herein agree to furnish all necessary labor, materials, equipment, supplies and services as required for the expeditious completion of the work described and included in this work category, in strict accordance with the bidding documents, contract drawings and specifications for the pricing listed here-in:

3.1 BASE BID:

TOTAL BASE BID \$ _____

(In words) _____



3.2 Bid Breakdown

Use this format to breakdown your proposal cost by each specified area. Failure to properly furnish breakout may render your proposal non-responsive.

WORK ITEM BREAKOUT					
DESCRIPTION	QUANTITY	UM	UNIT PRICE	EXTENDED PRICE	MANHOURS
Mobilization	1	LS			
Subcontractors Yard	1	LS			
General Conditions	1	LS			
Bond	1	LS			
Survey	1	LS			
SWPPP	1	LS			
Demolition	1	LS			
Shoring	1	LS			
Dewatering	1	LS			
Excavation	1	LS			
Drilled Shafts – P1A, P1B, P2A, P2B, P2D, P3A	1	LS			
Potential Additional Depth – 1.5' Diameter Shaft	100	LF			
Potential Additional Depth – 2' Diameter Shaft	100	LF			
Potential Additional Depth – 3' Diameter Shaft	100	LF			
Concrete – 84" Foundations	1	LS			
Concrete – PIJB	1	LS			
Concrete – Pipe Slab and Cradle	1	LS			
Concrete – Trench C	1	LS			
Concrete – Hydraulic Conduit	1	LS			
Backfill – Main Area	1	LS			
66" Pipe	1	LS			
Inclinometers	20	EA			
Concrete and AC at gate entrance	1	LS			
Sealing and Coatings	1	LS			
Shoring – Seismic Slab	1	LS			
Excavation – Seismic Slab	1	LS			
Drilled Shafts – Seismic Slab	1	LS			
Concrete Seismic Slab	1	LS			
Potential Additional Depth – 5' Diameter Shaft	100	LF			
Backfill Seismic Slab	1	LS			

Exhibit A – Bid Proposal Form



3.3 BID ALTERNATES

Alternate A1-None	\$ _____	N/A
Alternate A2-None	\$ _____	N/A
Alternate A3-None	\$ _____	N/A

3.4 VOLUNTARY BID ALTERNATES:

Sundt/Walsh, A Joint Venture encourages provision of suggestions that will improve quality and/or reduce cost. This section allows for the Bidder to provide value-engineering ideas, product substitutions, or cost reduction proposals for consideration.

Voluntary Alternate B1:

\$ _____

Voluntary Alternate B2:

\$ _____

Voluntary Alternate B3:

\$ _____

3.5 FEES FOR ADDITIONAL WORK

Sundt/Walsh, A Joint Venture may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Times, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order on the standard form approved by Sundt/Walsh, A Joint Venture. Please review exhibit D for terms and conditions of changes.

Additional work may be requested to be completed by Time and Materials (T&M). **Please attach your T&M Rates on a separate document.**



4.0 LBE Participation – A MINIMUM OF 15% MUST BE INCLUDED:

Amount of participation included in proposal: \$ _____

Participation percentage: _____%

Please attach a list showing all subs and suppliers utilized in the proposal and the corresponding amount for each sub or supplier.

5.0 Acknowledgements:

If any item below is not initialed this proposal may be deemed non-responsive.

5.1 In submitting this Proposal as described herein, bidder confirms they _____ (initials) have read, understand, and are in full compliance with all of the following exhibits:

- A – Bid Form
- B – Code of Safe Practices
- C – Preliminary Construction Schedule
- D – Sample Subcontract Agreement, PO, and POS boilerplate
- E – List of Documents
- F – Supplemental Bidding Instructions
- G – Not Used
- H – Textura Overview
- I – Quality Management Plan
- J – Not Used
- K – Additional Contract Requirements
- L – Not Used
- M – BIM 3D Design and Modeling Program Requirements
- N – Not Used
- O – Not Used
- P – Project Safety Documents
- Q – LBE Participation
- R – Groundwater Monitoring Data
- S – Corporate Water Event and Mold Prevention

Any exceptions to any of these exhibits have been included or attached per Section 6 of this form.

5.2 The Bidder certifies that they have included all Spare parts, Training, Submittals, O&M manuals, Shop Drawings and Installation Checks etc. as listed in the specifications, and any exceptions have been listed included or attached per section 6 of this bid form. _____ (initials)

Exhibit A – Bid Proposal Form



- 5.3 The Bidder, by submitting their bid, represents that this proposal is based upon the "Scope of Work" described in section 2.0 of this document and all Contract Documents, and any exceptions have been listed included or attached per section 6 of this bid form. _____ (initials)
- 5.4 The Bidder certifies that the price listed in this bid is a firm price through the final delivery of the equipment/materials proposed herein, and that no material escalations will be accepted as part of this proposal, and any exceptions have been listed included or attached per section 6 of this bid form. _____ (initials)
- 5.5 The Bidder certifies that any proposed equipment, in this scope of work, meets or exceeds the requirements stated in the project specifications unless noted otherwise within this Proposal, and any exceptions have been listed included or attached per section 6 of this bid form. _____ (initials)
- 5.6 Bidder acknowledges that a LUMP SUM contract will be issued for all labor, equipment, and materials required for this scope of work. Any unit prices provided are for comparison purposes only and will not be incorporated into the contract. _____ (initials)
- 5.7 In submitting this Proposal as described herein, the Bidder confirms that they are in agreement with, and understand, and have included any additional costs that may be associated with providing all warranties as stated within these bid documents including applicable specifications as listed in section 2.0, and that all warranties will begin at Substantial Completion, and any exceptions have been listed included or attached per section 6 of this bid form. _____ (initials)
- 5.8 The signing of this proposal form and initialing this acknowledgment shall constitute signature of the Specification Section 00 48 13.01 American Iron and Steel Compliance Certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution. _____ (initials)



6.0 Clarifications:

6.1 Identify any items that are not in compliance with the contract specifications and drawings.

Attach a Separate Sheet if Necessary

6.2 Identify any and all related components that you exclude from this proposal, or related items that you expect to be provided by others.

Attach a Separate Sheet if Necessary

6.3 Clarify design elements that are not included in the contract drawings that will not enable you to provide a warranty for the project.

Attach a Separate Sheet if Necessary

6.4 Shop drawing and submittal preparation lead time.

6.5 Fabrication and Delivery lead time.

6.6 Qualifications or exceptions to any procedures lined out in this Invitation to Bid shall be submitted with this bid. This includes any qualifications to the Subcontractor Agreements.

Attach a Separate Sheet if Necessary

Exhibit A – Bid Proposal Form



7.0 Listed Component Selections

Not Applicable to this scope of work.

It is understood that this Bid Proposal shall remain in effect, and may not be withdrawn, for a period of ninety (90) days after the scheduled closing date for received bids.

SIGNED: _____

TITLE _____

DATE _____

**CA
Contractors
License #:** _____

Sundt/Walsh Code of Safe Practices
Exhibit B

Exhibit B

Exhibit B



SUNDT/WALSH, A JOINT VENTURE CODE OF SAFE PRACTICES



- No one under the influence or with possession of drugs or intoxicating liquor is allowed on the job.
- No unruly behavior of any kind is allowed.
- No weapons allowed on the jobsite.
- No children / animals allowed on the jobsite.
- No Music Devices. Cell Phones / Radios used for jobsite communication purposes only.
- No one is required or permitted to work that is ill or fatigued.
- Follow no smoking rules.
- Anyone improperly using portable restrooms or writing graffiti will be removed from the job.
- Report any unsafe and / or unsanitary conditions to the Superintendent. If possible, correct the condition first, and then report. Do not work in the area until the hazard has been corrected.
- Report all defective equipment to the Superintendent.
- Report all accidents and incidents, including near misses, to the Superintendent.
- No loose / frayed clothing, sweatpants, shorts; badly worn shoes shall not be worn. Shirts must have sleeves.
- Nonconductive Hard hats shall be worn at all times.
- 100% Eye protection and 100% gloves worn on jobsites, as well as abide by all OSHA and/or manufacturer requirements regarding all PPE.
- All grinding operations require Spoggles or goggles in addition to a face shield.
- High-visibility clothing shall be worn by all persons on a job site or in an operating plant area.
- No dry cutting of cement containing products.
- Seat belts worn when provided in equipment.
- Crane Operators must possess a nationally recognized certification
- A third party certification is required of all mobile and tower cranes exceeding five tons rated capacity. Refer to Sundt Safety Manual Section 8.23.7 for specific info.
- Do not descend into an unshored or improperly sloped / benched trench five feet or more in depth.
- Federal Projects Follow the Corps of Engineers EM-385-1-1, unless otherwise approved.
- Arizona Projects-Follow OSHA Subpart M Fall Protection Regulations.
- California Projects- Follow Cal / OSHA Fall Protection Regulations=Section 8.
- Maintain guardrails, safety barricades, and "Danger" or "Caution" Tape.
- Install, secure, label and maintain covers on all floor, deck, manhole, and roof openings.
- Full-Body Harness and proper lanyard used in boom lifts, midrail chains secured in scissors lifts.
- Only use nonconductive ladders per manufacturer instructions.
- Inspect scaffolding before use.
- Do not tamper with electrical wiring, equipment, or machinery.
- Maintain GFCI / assured grounding program
- Remove damaged cords from work areas.
- Proper lockout / tagout procedures shall be established and followed when required.
- Confined space work areas should be identified, the air tested, and employee training conducted.
- Comply with all regulations regarding hazardous materials.
- Clean up all liquid spills immediately.
- Do not throw materials, tools or other objects from buildings or structures.
- Keep the work areas clean at all times.
- Follow jobsite speed limits.
- Know where emergency exits are located.
- Know where fire extinguishers are located.
- Know the location of first aid kits.

I certify that I understand and agree by this Code of Safe Practices. I acknowledge that my safety, my employee's safety, and subcontractor employee's safety is my responsibility.

Task Hazard Analysis (THA's) shall be completed daily as required by the Project Superintendent.

Signed: _____ / _____ / _____ Date _____
Subcontractor Employee (Print and Sign) Subcontractor Company (Print)

The Project Superintendent has the authority to enforce this Policy and take action as deemed necessary.

Sundt/Walsh Project Name _____ Sundt/Walsh Project Number _____

Sundt/Walsh Subcontract
Exhibit D1

Exhibit D1 – SCA



SUBCONTRACT AGREEMENT
Contractor Controlled Insurance Program

Contractor: Sundt/Walsh, A Joint Venture 2620 South 55TH Street Tempe, AZ 85282 License Number: CA 1012801	Agreement Number: <input type="text"/> Agreement Date: <input type="text"/> Contractor Job No.: 861875 Prime Contract No.: WW-628 Prime Contract Date: August 15, 2016
Subcontractor: <input type="text"/> Legal Address: <input type="text"/> Remittance Address: SAME AS ABOVE (if different) Telephone: (209) 942-1129 Contact: <input type="text"/>	Owner: San Francisco Public Utilities Commission Address: 525 Golden Gate Ave 8th Fl San Francisco, CA 94102 Project: SEWPCP New Headworks Facility Construction Location: 750 Phelps San Francisco, CA 94124

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SUBCONTRACT AGREEMENT
Contractor Controlled Insurance Program
Page 2 of 39

This subcontract agreement ("Subcontract") is dated as of the Agreement Date above and is between Sundt/Walsh, A Joint Venture, ("Contractor") and ("Subcontractor").

The Parties agree as follows:

1. GENERAL INFORMATION

- 1.1 **Definitions.** The words Project, Project Location, Owner, Prime Contract, and Agreement Date mean the Project, Project Location, Owner, Prime Contract, and Agreement Date shown on the first page of this Subcontract. The terms Project Site and Work Site mean the Project Location. The words day or days mean calendar days unless working days is specified.
- 1.2 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and *vice versa*.
- 1.3 **Notice.** Where the Subcontract requires Subcontractor to provide Contractor with a "notice", it always means a written notice. Notice can be given by letter, fax or email. **The notice must be addressed to Contractor's Project Manager or Superintendent and the word "NOTICE" must be in the document's subject line.**
- 1.4 **This agreement requires compliance with the requirements of California Labor Code, Part 7, Chapter 1 Public Works. In accordance with California Labor Code Section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.**

2. INCORPORATION OF PRIME CONTRACT

- 2.1 The Prime Contract is the contract between the Owner and Contractor. The Prime Contract is entirely incorporated into this Subcontract by reference and made a part hereof. Subcontractor represents that it has a copy of or is familiar with all General and Special Conditions, Plans, Specifications, Drawings, and other documents that together comprise the Prime Contract. Subcontractor is bound by all applicable terms and conditions of the Prime Contract that apply to the Subcontract Work. Subcontractor shall perform the Subcontract Work in accordance with those terms and conditions including any amendments thereto.
- 2.2 Subcontractor agrees it shall be bound to Contractor in the same manner and to the same extent as Contractor is bound to the Owner under the Prime Contract, including any amendments thereto.
- 2.3 Subcontractor shall give Contractor prompt notice of conflicts it discovers between the Prime Contract and this Subcontract. In case of conflict between the Prime Contract and this Subcontract, the most restrictive or stringent shall control. A copy of the Prime Contract is available upon request.

3. SCOPE OF WORK

- 3.1 **Subcontract Work Defined.** The Subcontract Work is defined as the scope of work specified in this Section 3, including the documents and drawings listed in Section 3.3, Subcontract Documents, and Section 3.4, Drawings, together with all of Subcontractor's responsibilities, obligations, and contract administration duties described throughout this Subcontract.
- 3.2 **The Subcontract Work.** Subcontractor shall furnish and pay for all: (1) labor, (2) materials, (3) equipment, (4) supplies, (5) tools, (6) taxes, (7) machinery, (8) utilities, (9) temporary facilities, (10) transportation, (11) dust suppression and abatement, if necessary and if it is not being performed by Contractor, (12) applicable permits, if necessary, and (13) all other services and items reasonably inferable from the Subcontract Documents that are manifestly required for the proper and timely execution of the Subcontract Work. Subcontractor shall perform the Subcontract Work in strict compliance with the Subcontract Documents, the Drawings, the Specifications, and the approved Project Schedule as further addressed in Section 7, Time of Performance, and Section 8, Schedules; Man Loading Chart; Lean

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Construction.

3.3 Subcontract Documents. The Subcontract Documents are the documents and drawings specified in this Section 3.3. These documents and drawings are incorporated into and made a binding part of this Subcontract.

- Addendums issued during Scope I Bidding Process
- San Francisco Public Utilities Commission, CM/CG Contract WW-628 (770 pages), dated 06/09/16
- San Francisco Public Utilities Commission, SEWPCP SEP 020 Site Preparation Project Drawings Volume 1, dated June 2017 (224 sheets)
- San Francisco Public Utilities Commission, SEWPCP SEP 020 Site Preparation Project Drawings Volume 2, dated June 2017 (38 sheets)
- San Francisco Public Utilities Commission, SEWPCP SEP 020 Site Preparation Project Specifications Divisions 2-46, dated June 2017 (766 pages)
- San Francisco Public Utilities Commission, SEWPCP SEP 020 Site Preparation Project Specifications Volume 1 Divisions 0 & 1, dated July 2017 (851 pages)
- San Francisco Public Utilities Commission, SEWPCP SEP 020 Site Preparation Project Traffic Control Plan, dated August 23 2017 (4 sheets)
- Sundt/Walsh, SEWPCP New Headworks Facility Exhibit B - Code of Safe Practices
- Sundt/Walsh, SEWPCP New Headworks Facility Exhibit D - Sample Subcontract Agreement, PO, POS Boilerplates (SW)
- Sundt/Walsh, SEWPCP New Headworks Facility Exhibit E1 - Scope I List of Documents (SW)
- Sundt/Walsh, SEWPCP New Headworks Facility Exhibit F - Supplemental Bidding Instructions (SW)
- Sundt/Walsh, SEWPCP New Headworks Facility Exhibit G - CCIP Procedure Manual (SW)
- Sundt/Walsh, SEWPCP New Headworks Facility Exhibit H - Textura Overview
- Sundt/Walsh, SEWPCP New Headworks Facility Exhibit I - Quality Management Plan (SW)
- Sundt/Walsh, SEWPCP New Headworks Facility Exhibit K - Additional Contract Requirements -Insurance, Minority & W-9 Forms (SW)
- Sundt/Walsh, SEWPCP New Headworks Facility Exhibit M - BIM 3-D Design & Modeling Program Requirements (SW)
- Sundt/Walsh, SEWPCP New Headworks Facility Exhibit P - Project Safety Documents (SW)
- Sundt/Walsh, SEWPCP New Headworks Facility Exhibit Q - LBE Participation (SW)
- Sundt/Walsh, SEWPCP New Headworks Facility Exhibit R - Groundwater Monitoring Data (SW)

3.4 Drawings.

See subsection 3.3, (Documents), above.

3.5 Inclusions and Exclusions.

This scope of work includes but is not limited to furnish all labor, materials, equipment, supervision, and necessary supplies to complete the Demolition as shown on the contract documents and/or as called for within the Project Specification Manual(s).

3.5.1 The scope of work includes, but is not necessarily limited to, the following:

001 Exhibit F - Supplemental Bidding Instructions, is incorporated into this contract.

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008

009 **SUBSTANCE ABUSE.** It is the responsibility of this subcontractor to follow the Substance Abuse Policy of this project as dictated by the PLA. Subcontractor is responsible for coordinating and paying for the services of Preferred Alliance, a 3rd party substance abuse testing company, for its onsite employees. The subcontractor is responsible to document that each of their employees has been tested prior to access onsite.

010 **TRADE RESOURCE REPORTING.** Subcontractor agrees to participate in the Trade Resource Reporting program as identified in specification 00 73 75 with all project employee's. Each subcontractor employee is required to provide the listed information of this specification prior to starting work onsite. Sundt/Walsh, A Joint Venture will manage the program by providing each individual with a site access badge once all the pertinent information is received, accepted and processed. It is the responsibility of each subcontractor to ensure their employee's are prepared at the time of their scheduled project orientation to have this information available for processing. Lack of proper information will delay access of employee to the project site at no schedule or cost expense to Sundt/Walsh or the project. It is the responsibility of each subcontractor employee to secure and be responsible for the badge issued to them. Employee/subcontractor must provide immediate notification of a lost badge and the subcontractor will be responsible for the \$35 fee associated with replacing a badge. Subcontractor is responsible for returning each employee's badge at the end of the project or will be subject to \$35 fee for each badge not returned. Badges must be surrendered immediately upon request to Sundt/Walsh.

011 Pay when paid, Textura Required, Retention per Prime Contract.

012 Performance and Payment Bond

013 Subcontractor/supplier is required to manage and document their own LBE/DBE participation along with each sub-tier contractor monthly in coordination with Sundt/Walsh.

014 Provider acknowledges that areas of the project are part of an operational facility. At no time shall the utilities (power, water, sewer, etc) of the existing facility (Southeast Water Pollution Control Plant) be used unless directed/approved by the Contractor in writing.

015 It will be the responsibility of this subcontractor to furnish adequate resources to manage and perform this scope of work in a timely manner.

016 Authorized extra work on a T&M basis must be completed and presented in writing to the Contractor at the end of each business day for review and execution. Failure to comply with this direction may be cause for the rejection of the hours/costs associated with that day.

017 For clarification, all project specific union, prevailing wage and SFPUC PLA requirements are to be maintained for this project.

018 Cleanup of work area to be completed daily. Subcontractor is required to maintain a neat and orderly work area free of debris.

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021 Subcontractor is responsible for any penalties/consequences brought forth by owner associated with this subcontractor not meeting their LBE participation requirements.

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3.5.2 The following are excluded from the scope of work:

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3.5.3 Materials that Subcontractor is required to provide, but is not required to install or utilize at the Project Site shall be delivered F.O.B. the Project Site unless otherwise specified.

4. FAMILIARITY WITH SUBCONTRACT WORK AND PROJECT SITE

4.1 Subcontractor represents that prior to submitting its bid:

4.1.1 It has investigated and satisfied itself with all conditions affecting the Subcontract Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, or similar physical conditions at the Project site, and the character of equipment and facilities needed prior to and during prosecution of the Work.

4.1.2 It is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from a visual inspection of the Project site, as well as from a reasonably diligent review of applicable plans, drawings, specifications, and other relevant information presented in the Contract Documents.

4.1.3 It has advised Contractor of any conflicts or ambiguities that Subcontractor has discovered in the Contract Documents.

4.2 Any failure by Subcontractor to acquaint itself with the: (1) available information, (2) anticipated conditions, and (3) reasonably foreseeable risks shall not relieve Subcontractor from the responsibility for properly estimating the difficulty or cost of performing the Work.

5. PAYMENTS

5.1 **Payment of Price.** From payments received from the Owner, Contractor will pay Subcontractor the Subcontract price of ("Subcontract Price") as provided for in this Subcontract. The Subcontract Price will be adjusted for changes to which the Parties agree in accordance with Section 24, Changes. Unit priced work may be subject to adjustments of quantities. Subcontractor represents that the Subcontract Price includes all costs to complete the Subcontract Work, including, unless otherwise specified, payment of all taxes that may be assessed against Subcontractor in performing the Subcontract Work.

Item No.	Description	Extended Amount
001		
Total:		

5.2 Schedule of Values.

5.2.1 Not later than 15 days after the Agreement Date, Subcontractor shall submit a Schedule of Values to Contractor for approval. The Schedule of Values shall allocate the Subcontract Price to the various portions of the Subcontract Work identified by Contractor. In addition, the Schedule of Values shall be accompanied by a separate document that lists the names and contract values of Subcontractor's lower-tier subcontractors.

5.2.2 Contractor will review the Schedule of Values to assure that the level of detail is adequate to accurately determine the value of work in place and to ensure that line items are reasonably balanced. Once Contractor

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has approved the Schedule of Values, it becomes the basis for Subcontractor's progress payments. Contractor approval of the Schedule of Values is a condition precedent to Subcontractor's entitlement to the first progress payment.

5.3 Progress Payments.

5.3.1 Contractor will make monthly progress payments as the Subcontract Work proceeds based on the Schedule of Values. Subcontractor shall submit a proper application for payment to Contractor **on or before the 20th of Each Month day of each month.** A proper application for payment is made using the online Textura™ Construction Payment Management System specified in Section 6, Textura™ Construction Payment Management (CPM) System.

Applications for payment shall include:

- 1 An itemization of the amounts requested as it relates to the elements of work covered by the payment application.
- 2 The total amount of the current Subcontract Price.
- 3 The total of amounts previously paid under the Subcontract.
- 4 A complete listing of stored materials (as approved for payment by the Owner) in accordance with the schedule of values.

5.3.2 Timely submission of an application for payment is a condition of payment. Progress payments are subject to Owner's approval and are paid when Contractor receives payment. Progress payments do not constitute approval or acceptance of any Subcontract Work.

5.3.3 **Lien Releases.** Subcontractor's applications for payment shall be accompanied by appropriate lien releases. Lien releases are administered in Textura.

5.3.4 **Title to Materials and Equipment.** Title to materials and equipment furnished by Subcontractor pursuant to this Subcontract shall pass upon the first of: (1) identification of specific materials or equipment to be used in the Subcontract Work, (2) payment for materials or equipment or (3) incorporation of the materials or equipment into the Project Work.

5.4 **Retainage.** Contractor will retain **five percent (5%)** of the amount of the approved Application for Payment. Contractor may reduce this percentage if allowed by the Prime Contract.

5.5 **Final Payment.** After completing all Subcontract Work and after approval and final acceptance of the Subcontract Work by the Owner, Contractor will make final payment of all remaining amounts not later than **2** days after Contractor receives final payment from the Owner.

5.6 **No Diversion of Payments.** Subcontractor promises that it will not divert funds received as payments under this Subcontract, but shall only apply these funds to the Subcontract Work. Upon Contractor's request, Subcontractor shall provide, within a reasonable time, written proof of its compliance with this Section 5.6.

5.7 Contractor may decline to approve all or any part of an application for payment or may withhold payment of all or any part of a payment for any of the following reasons: (1) unsatisfactory job progress, (2) unacceptable or unauthorized work, (3) disputed work, (4) amounts that Subcontractor owes to Contractor under this Subcontract, including reasonable back charges, (5) Subcontractor failure to comply with any material provision of this Subcontract, (6) third party claims filed against Contractor, the Owner, Contractor's bonds or the Project arising from Subcontractor's performance of this Subcontract, (7) Subcontractor failure to make timely payments for labor, materials or equipment, or (8) any part of an Application for Payment not approved by the Owner.

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5.8 Set-off. Contractor may deduct, recoup, withhold or set-off from any amounts due or to become due to Subcontractor under this Subcontract, for any sums owing by Subcontractor to Contractor under this Subcontract, or as may be necessary to protect Contractor from any sums owed by Subcontractor for labor, materials, equipment, back charges or from claims asserted against Contractor, its bonds or the Project.

6. TEXTURA™ CONSTRUCTION PAYMENT MANAGEMENT (CPM) SYSTEM

Unless otherwise authorized in writing by Contractor, Subcontractor and all subcontractors of every tier and all suppliers and vendors shall submit invoices electronically through the Textura-CPM™ system for The Project managed by Contractor. Submittal of all invoices and corresponding documentation, including lien waivers, sworn statements, and similar documents, through this system shall be a condition of payment. Conditional lien releases for the invoice period for all subcontractors of every tier and all suppliers shall be submitted with the invoice, and payments will be distributed jointly through Textura in the amount of the conditional releases. Subcontractor shall pay all enrollment and transaction fees and sales taxes related to its use of Textura-CPM™. Subcontractor shall include a similar provision in its lower-tier subcontracts and purchase orders. Consult the Textura Corp website at www.texturacorp.com for Textura-CPM™ enrollment and transaction fees and tax information.

7. TIME OF PERFORMANCE

The time established for the completion of the work is an essential element of the Contract. Subcontractor shall keep itself informed of the construction progress of the overall Project and shall faithfully prosecute the Subcontract Work so as to avoid delaying completion of the overall Project. Subcontractor shall prosecute the Subcontract Work at the times and in the order as Contractor and Subcontractor agree subject to modification as may be necessary for the expeditious completion of the overall Project.

8. SCHEDULES; MAN LOADING CHART; LEAN CONSTRUCTION

8.1 Schedules. Subcontractor shall cooperate with Contractor in preparing and maintaining the overall Project schedule. If requested, Subcontractor shall provide a written schedule. Subcontractor's written schedule must show in detail the procurement, submittal review, fabrication, delivery, and installation activities for all major components of the Subcontract Work. Subcontractor agrees to comply with its written schedule and apprise Contractor each month or more frequently, if required by the Owner, of Subcontractor's progress against its schedule.

8.2 Man Loading Chart. If requested, Subcontractor shall develop and provide Contractor with a Man Loading Chart based on the Project schedule. At a minimum the Man Loading Chart must show, for each week of the Subcontract Work, the anticipated trade and administrative worker count and the anticipated Subcontractor equipment.

8.3 Lean Construction. Contractor will employ Lean Construction principles on this Project.

8.3.1 Use of the Last Planner System™.

1. The Last Planner System™ ("LPS") is a lean production-based project planning and management system developed by the Lean Construction Institute.
2. Subcontractor shall actively participate in the implementation and use of Lean Construction principles and the Last Planner System on this Project. At a minimum, Subcontractor shall: (a) attend LPS scheduling meetings in addition to usual weekly subcontractor coordination meetings, (b) regularly submit Weekly Work Plans, and (c) attend and actively participate in pull planning sessions required by Contractor.

9. TIME EXTENSIONS; REQUESTS FOR ADDITIONAL COMPENSATION

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9.1 A Subcontractor request for a time extension or additional compensation will be processed in accordance with Section 24, Changes.

9.2 Notwithstanding the notice requirements of Section 24, Changes, Subcontractor shall give Contractor notice within 2 working days after the start of an event that may reasonably lead to a request for an extension of time or additional compensation. **SUBCONTRACTOR IRREVOCABLY WAIVES ANY CLAIM FOR TIME OR ADDITIONAL COMPENSATION IF IT FAILS TO GIVE THE 2 WORKING DAYS WRITTEN NOTICE.** Subcontractor shall provide all data supporting any request under this Section 9 within 14 business days of giving notice or in any other shorter or longer time as agreed to by Contractor and Subcontractor provided that the agreement is made within the 14 business day period.

9.3 Owner-caused delays. Subcontractor acknowledges that the Prime Contract contains a "No Damages for Delay" clause. Therefore, Subcontractor agrees that it shall not be entitled to additional time or compensation for time extensions for an Owner-caused delay unless and until Contractor receives a change order for time or compensation or both from the Owner, at which point Subcontractor will be entitled to its equitable portion of whatever compensation is obtained from the Owner. Subcontractor shall cooperate with Contractor to recover any such compensation and shall be responsible for its proportionate share of costs, if any, including attorney's fees, incurred in obtaining recovery from the Owner. Subcontractor agrees that its remedies for an Owner-caused delay are exclusively set forth in this Section 9 and that it has no independent claim against Contractor for Owner-caused delays.

10. LIQUIDATED DAMAGES; FORCE MAJEURE

10.1 Liquidated damages. The Prime Contract may contain a liquidated damages clause under which Contractor would be liable for liquidated damages or other damages for Contractor- or Subcontractor-caused delay in completing the Project. If Subcontractor fails to properly perform the Subcontract Work and the failure results in the assessment of liquidated damages against Contractor, then Contractor may assess a share of the liquidated damages against Subcontractor in proportion to Subcontractor's actual fault. Subcontractor shall give Contractor not less than 2 working day's notice of an occurrence that will or that Subcontractor reasonably believes will likely delay Project completion. This Section does not limit Subcontractor's liability to Contractor for actual damages caused by Subcontractor.

10.2 Force majeure. Any delay or failure in contract performance by either Party shall be excused if and to the extent caused by the occurrence of a force majeure ("FM"). For purposes of this Subcontract, FM means a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming FM, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Subcontractor or its lower-tier subcontractors, that prevent Subcontractor from performing the Subcontract Work, and other like events that are beyond the reasonable anticipation and control of the Party affected by the FM despite that Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of the acts, events or occurrences, and which events or its effects are not attributable to a Party's failure to perform its obligations under this Subcontract, but only to the extent that any of these causes are valid excuses under the Prime Contract.

11. SUBCONTRACTOR QUALIFICATIONS

Subcontractor warrants that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Subcontract Work. If Subcontractor's licenses are suspended or revoked during performance of this Subcontract and Contractor is damaged as a result or if a loss of a license makes any amount of the Subcontract Price nondeductible for transaction, privilege, sales, use, or other like taxes, the resulting damages, expenses, or taxes will be deducted from the Subcontract Price, or on demand, Subcontractor shall promptly pay the amounts to Contractor. Subcontractor shall provide Contractor at least 3 day's notice of any event that may affect or alter, in any material way, the warranty it makes under this Section 11 or that may impact Subcontractor's ability to timely prosecute the Subcontract Work.

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12. INDEPENDENT CONTRACTOR

Subcontractor and all those for whom Subcontractor is responsible, including its lower-tier subcontractors, vendors, and suppliers, are all independent contractors and not the employees or agents of Contractor or the Owner. Subcontractor shall maintain complete control over its employees, agents, and all of its lower-tier subcontractors, vendors, and suppliers. Subcontractor shall indemnify and hold Contractor harmless and reimburse Contractor for any expense or liability incurred by Contractor in connection with employees of Subcontractor, including sums equal to benefits paid to or for those who are or were Subcontractor's employees if such employee benefit payments are charged to Contractor.

13. RECORDS

Subcontractor agrees that as regards: (1) the production, purchase, sale, furnishing, delivering, pricing, and use or consumption of materials, supplies, and equipment; (2) the hire, tenure, or conditions of employment of employees; (3) their hours of work; (4) their rates of and payment of their wages; and (5) keeping of records, making of reports and the payment, collection, and deduction of taxes and contributions, Subcontractor shall keep and have available all necessary and legally required records, and shall make all payments, reports, collections, and deductions and otherwise do all things to fully comply with applicable laws, ordinances, regulations, and rules as they affect or involve Subcontractor's performance of this Subcontract, all so as to fully relieve Contractor from and against any responsibility or liability under this Section 13.

14. RESPONSIBILITY FOR SUBCONTRACT WORK

Subcontractor is responsible for its own work, property, and materials until completion and final acceptance of the Subcontract Work by the Owner. Unless otherwise agreed to by the Parties, Subcontractor bears the risk of any loss or damage from any cause until this acceptance except to the extent a loss is covered and paid by Contractor's Builders Risk insurance described in Section 25.2, Property Insurance. Subcontractor shall promptly repair or replace defective or damaged work, property, or materials at its own expense as directed by Contractor. Subcontractor's failure to maintain in full force and effect the insurance described in Section 25.2, Property Insurance and Section 25.3, Subcontractor-Provided Insurance, does not relieve Subcontractor of any of its obligations under this Subcontract, including the obligation to promptly repair or replace defective or damaged work.

15. WARRANTY

Subcontractor is subject to the same warranty requirements as Contractor. Subcontractor shall not be released from its responsibility to Contractor prior to Contractor's release from responsibility, if any, to the Owner.

16. SAFETY: QUALITY

- 16.1 Material Provision.** The requirements of this Section 16 are material elements of this Subcontract, as such; Subcontractor's failure or refusal to comply with any of its requirements is considered a condition of default under Section 30, Termination.
- 16.2 Competent Workers.** Subcontractor shall provide workers who are competent in their craft specialization and the work classifications necessary to properly and safely execute the Subcontract Work.
- 16.3 Compliance with Contractor's Safety and Quality Programs.** In addition to the requirement that Subcontractor comply with applicable federal, state, and local statutes and regulations specifically concerning occupational safety and health, Subcontractor shall at all times comply with Contractor's Safety Manual / Injury and Illness Prevention Program, Code of Safe Practices, Floor Hole Cover Procedures, Mold Prevention Handbook, Quality Management Program, and Drug and Alcohol Prevention Program. Copies of these documents are available from Contractor. Subcontractor's failure to familiarize itself with the applicable requirements of law, regulations, and the documents cited in this Section 16.3, shall not relieve Subcontractor from fully complying with their contents.
- 16.4 Removal of Unfit Workers.** Contractor has the right, which right will not be unreasonably exercised, to require Subcontractor to remove from the Subcontract Work any person employed by Subcontractor, including persons

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employed by its lower-tier Subcontractors, which person or persons who by misconduct, by failure to properly perform their duties, by failure to comply with safety requirement and procedures, by failure to operate construction equipment in a safe manner, or by failing to comply with Contractor's Drug and Alcohol Prevention Program, are considered by Contractor or the Owner to be unfit for continued service on the Subcontract Work.

- 16.5 Emergency Action Plan (EAP).** Subcontractor shall at all times comply with Contractor's site-specific Emergency Action Plan. Subcontractor shall provide Contractor with Subcontractor-specific information, if any, which is reasonably needed to prepare and update Contractor's EAP.

17. CLEAN UP

Subcontractor shall continuously maintain its work site in a neat, clean, and safe condition. Subcontractor shall promptly and properly remove or dispose of all debris, trash, unused materials, supplies, and equipment no longer needed for the Subcontract Work. If Subcontractor violates this Section 17, then after 24-hours oral or written notice by Contractor, Contractor may clean up Subcontractor's work site at Subcontractor's expense. Section 32, Back Charges, does not apply to charges assessed under this Section 17.

18. SUBMITTALS

Not later than **30 days** after the Agreement Date, Subcontractor shall give Contractor **eight (8) hard + one (1) electronic** copies of complete shop drawings, materials list, mix designs and material samples ("Submittals"). Submittals shall conform to the Project specifications and drawings and are subject to approval by the Owner. Requests for time extensions or additional compensation made by Subcontractor under Section 9, Time Extensions; Requests for Additional Compensation will not be allowed for Subcontractor's delay in preparing submittals or in securing the Owner's approval of submittals when Subcontractor's submittals were not properly prepared or when Subcontractor, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay. At Subcontractor's request, the Parties may mutually agree on submission dates for submittals that cannot reasonably be furnished within the time specified in this Section. It is Subcontractor's specific responsibility to make the request within 14 days after the Agreement Date.

19. COMPLIANCE WITH LAWS: FEDERAL IMMIGRATION LAW: E-VERIFY: EQUAL EMPLOYMENT OPPORTUNITY

- 19.1 Compliance with Laws.** At its own expense, Subcontractor shall comply with all applicable federal, state, local laws, ordinances, regulations, rules, orders, and citations applicable to this Subcontract and the Subcontract Work, including accident prevention, safety equipment, and safety practices prescribed by the Owner or Contractor, either directly or through the Prime Contract, including, but not limited to, the Occupational Safety and Health Act of 1970 and Construction Safety Act, as these laws may from time to time be amended, implemented, or succeeded; and the Civil Rights Act of 1970 ("CRA") as amended, implemented, or succeeded, including rules and regulations promulgated under the CRA and including affirmative action requirements of Executive Order ("EO") 11246 and any successor EO modifying or superseding EO 11246, and applicable laws regarding immigration and employment of unauthorized workers, including but not limited to the Immigration and Nationality Act (Public Law No. 82-414) and its amendments. Subcontractor shall indemnify, save, and hold Contractor harmless from any and all liability and damages, fines, costs, and attorney's fees and legal expenses incurred by Contractor on account of Subcontractor's failure or alleged failure to comply with all applicable laws, ordinances, regulations, rules, orders, and citations.
- 19.2 Compliance with Federal Immigration Laws; E-Verify**
- 19.2.1** Subcontractor hereby warrants that it is in compliance with all applicable state and federal immigration laws and regulations relating to Subcontractor's employees.
- 19.2.2** NOT USED
- 19.2.3** Subcontractor acknowledges Contractor has specifically relied on Subcontractor's warranty in making its decision to award this Subcontract.

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- 19.2.4** Subcontractor agrees that a breach of its warranty under this Section 19 is a material breach of this Subcontract and subjects Subcontractor to penalties up to and including termination of the Subcontract.
- 19.2.5** Subcontractor agrees to defend, indemnify, and hold harmless Contractor, its directors, officers, and employees, from and against any and all claims, actions, losses, or damages arising from or related to Subcontractor's breach of its warranty under this Section 19.
- 19.3 Equal Employment Opportunity.** In connection with the performance of this Subcontract, Subcontractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, creed, color, national origin, or sexual orientation. Subcontractor shall insert this identical provision in its lower-tier subcontracts.

20. CALIFORNIA CONTRACTOR LICENSING REQUIREMENT

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation or within 10 years if the complaint regards a latent act or omission pertaining to structural defects. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, 9821 Business Park Drive, Sacramento, CA 95827; Phone (800) 321-CSLB (2752).

21. HAZARDOUS MATERIAL AND WASTE

- 21.1** Subcontractor is responsible for all hazardous materials that it brings to the Project Site and all hazardous waste generated by its operations at the Project Site. Subcontractor shall maintain a binder at the Project Site containing Safety Data Sheets for all hazardous materials it brings to the Project Site or uses in performing the Subcontract Work. Subcontractor shall submit Safety Data Sheets to Contractor not later than 1 working day before the affected hazardous material or chemical arrives at the Project Site.
- 21.2** All hazardous materials and Subcontractor-generated hazardous waste must be secured in properly labeled containers. Subcontractor shall properly store and use hazardous materials that may be required for the Subcontract Work. Subcontractor shall properly and lawfully dispose of hazardous materials and waste off-site in approved locations. Subcontractor shall follow all applicable local, state, and federal laws and regulations in handling and disposing of hazardous materials and hazardous waste.
- 21.3** Under no circumstances will Contractor or the Owner be responsible or liable for Subcontractor's use, misuse, handling, mishandling, or disposal of hazardous materials or waste. Subcontractor shall defend, indemnify, and hold harmless Contractor and the Owner from and against any claims, costs, actions, proceedings, damages, losses, and liabilities of any kind whatsoever arising from Subcontractor's violation of applicable laws, regulations or this Section, or violation of applicable laws, regulations or this Section, by Subcontractor's lower-tier subcontractors, including payment of all attorney's fee, costs, and legal expenses.

22. CONSTRUCTION TOLERANCES

- 22.1** A construction tolerance is the allowable deviation from a given dimension, location, line, grade, or other value shown on the drawings and plans, given in the specifications, or in any other Subcontract Document.
- 22.2** Notwithstanding information shown on the drawings or contained in the specifications and other Subcontract Documents, Subcontractor is responsible for and shall make certain that the Subcontractor Work is performed in consideration of and in compliance with relevant industry tolerance standards so as to eliminate tolerance incompatibility problems and ensure the quality of the Subcontract Work. At a minimum, Subcontractor shall-
- 22.2.1** achieve relevant industry tolerance standards unless the plans, specifications, or drawing indicate a more stringent tolerance standard applies;

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- 22.2.2** proactively plan, schedule, and coordinate with adjoining and potentially impacted trades;
- 22.2.3** take such measurements and other actions as will insure the proper matching and fitting of the Subcontract Work with interfacing material, work or structural elements; and
- 22.2.4** immediately notify Contractor of potential or actual tolerance incompatibility issues.
- 22.3** Subcontractor will be responsible for all costs resulting from its failure to comply with this Section 22.

23. LAYOUT OF WORK

Contractor will establish principal axis lines, levels, and benchmarks for the Work. Subcontractor shall use the lines, levels, and benchmarks to lay out its work. Subcontractor is responsible for the accuracy of its work and for any loss or damage incurred by Contractor or others engaged in work at the Project Site resulting from Subcontractor's failure to lay out or perform its work correctly. Subcontractor shall exercise due diligence so that actual final conditions and details result in proper alignment of finished surfaces.

24. CHANGES

- 24.1** Contractor may, at any time, without notice to Subcontractor's sureties, if any, by written bilateral or unilateral change order, make changes in the Subcontract Work within the general scope of this Subcontract, including changes:
- 24.1.1** Adding to and/or deleting from the Subcontract Work;
- 24.1.2** In the specifications (including drawings and designs);
- 24.1.3** In the method, manner, or time of performance of the Subcontract Work;
- 24.1.4** In Contractor-furnished property or services; or
- 24.1.5** Directing acceleration in the performance of the Subcontract Work.
- 24.2** Any other written order, direction, instruction, interpretation, or determination (collectively an "Occurrence") from Contractor's designated project manager or superintendent that causes a change will be treated as a change order under this Section, provided that Subcontractor gives Contractor notice not later than 48 hours after the Occurrence stating:
- 24.2.1** The date, circumstances, and source of the alleged order; and
- 24.2.2** That Subcontractor regards the Occurrence as a change order.
- 24.3 Contractor's designated project manager and superintendent are the only Contractor personnel authorized to issue written orders, directions, instructions, interpretations, and determinations.** A written order, direction, instruction, interpretation, or determination from any other person except Contractor's designated project manager or superintendent is **unauthorized and void**. Subcontractor is not entitled to a change order under Section 24.2 nor is Subcontractor entitled to assert a claim under Section 31, Dispute Resolution Procedures, should Subcontractor elect to perform an unauthorized written or oral order, direction, instruction, interpretation, or determination.
- 24.4** Except as provided in this Section 24, no other order, statement, or conduct of Contractor is a change under or entitles Subcontractor to an adjustment in the Subcontract Price or time for Subcontractor's performance.
- 24.5** If any change under this Section 24 causes an increase or decrease in Subcontractor's cost of, or the time required for, the performance of any part of the Subcontract Work, Contractor will modify the Subcontract in writing. No adjustment

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for any change under Section 24.2 will be made for any costs incurred more than 20 days before Subcontractor gives Contractor the 5 days notice required by Section 24.2.

24.6 Subcontractor must assert its right to a contract adjustment within 30 days after (1) receipt of a written change order under Section 24.1 or (2) the furnishing of the 5 days notice under Section 24.2, by submitting a written statement to Contractor describing in detail the nature and amount of the proposal.

24.7 No proposal by Subcontractor for a contract adjustment will be allowed if asserted after final payment.

24.8 **Signature Required; Unilateral Change Order.** A change order issued under Section 24 is not valid unless it is signed by an authorized Contractor representative. Subcontractor shall not perform changes in the Subcontract Work until the Parties have both signed an authorized bilateral change order except if, as a result of the Parties' inability to agree on the price of a change order or because of urgent circumstances, Contractor, in its sole but reasonable discretion determines that it is necessary to issue a unilateral change order, which change order is only signed by Contractor. Subcontractor's rights under Section 31, Dispute Resolution, are not waived if Subcontractor disagrees with the scope, price, or time cited in a unilateral change order; however, Subcontractor shall immediately begin performance of a unilateral change order upon receipt from Contractor. Subcontractor's refusal to proceed with a unilateral change order is a condition of default under Section 30.

24.9 No change, alteration, or modification in the terms and conditions of this Subcontract or in the terms or manner of payment will, in any way, exonerate or release, in whole or in part, any surety on any bond furnished to Contractor by or on behalf of Subcontractor.

25. INSURANCE

25.1 Joint Venture Liability Insurance Program.

The Joint Venture has purchased commercial general and excess liability insurance for Contractor and all enrolled tiers of subcontractors performing work or installing equipment or materials at the Project Site identified in this Subcontract. This insurance program is called a Contractor Controlled Insurance Program or CCIP. Contractor will maintain this insurance during the course of construction and for the applicable Statute of Repose for CA not to exceed ten years following substantial completion of the Project. The Limits of Liability for this insurance will be not less than the following:

25.1.1 Commercial General and Excess Liability Insurance Limits. Commercial General Liability Limits

- 1 \$2,000,000 - General aggregate.
- 2 \$2,000,000 - Products-completed operations aggregate
- 3 \$2,000,000 - Personal/advertising injury liability.
- 4 \$2,000,000 - Each occurrence (Bodily Injury & Property Damage).

Excess Liability Limits

- 1 \$100,000,000 - General aggregate
- 2 \$100,000,000 - Products-completed operations aggregate
- 3 \$100,000,000 - Personal/advertising injury liability.
- 4 \$100,000,000 - Each occurrence (Bodily Injury & Property Damage).

25.1.2 Disclaimer. CCIP insurance does not provide Subcontractor and its lower-tier subcontractors with a complete insurance program. Contractor and its insurance brokers will only provide the insurance coverage shown in this Section 25. Subcontractor and its lower-tier subcontractors are responsible for determining whether their own insurance programs adequate for their specific needs. Subcontractor and its lower-tier subcontractors are responsible to arrange for and purchase any insurance coverage they determine is necessary for their protection, whether or not that coverage is specified in this Section 25.

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25.1.3 Insurers. Primary 2/2/2 - Navigators; \$10M xs of primary - Navigators; \$15M xs \$10M - Starr Specialty; \$25M xs \$25M AWAC; \$50M xs \$50M - Endurance and Colony Specialty.

25.1.4 Coverage Form. CG-00-01 04/13 Edition

25.1.5 Coverage Exclusions (see CCIP policies for actual terms, conditions, definitions, and exclusions) Includes, but is not limited to:

- 1 Fungus or Bacteria Exclusion;
- 2 EIFS, Asbestos, Lead, Silica, Arsenic, Sulfates Exclusions;
- 3 Limited Exclusion - Contractors Professional Liability;
- 4 Employment Related Practices Exclusion;
- 5 Construction Management E+O
- 6 Total Pollution Exclusion with a Hostile Fire Exception.

25.1.6 Limits. A combination of Commercial General and Excess Liability policies provide the limits shown.

25.1.7 Completed Operations. Completed Operations coverage is only provided for the applicable Statute of Repose in CA in which the Subcontract Work is being performed not to exceed 10 years for extended completed operations coverage after Project Substantial Completion.

25.1.8 Named Insureds. Contractor (which is comprised of Sundt Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, Inc. and Sundt Construction, Inc.) and enrolled subcontractors of every tier are Named Insureds. Vendors, truckers, haulers, suppliers or those providing environmental remediation or consulting services, geotechnical engineers and other entities not performing work or installing materials at the Project Site ARE NOT COVERED by CCIP insurance.

25.1.9 Additional Insureds. To the fullest extent permitted by law, the Owner, its directors, officers, employees, and others as required by written contract are Additional Insureds for all CCIP coverage.

25.1.10 Insurer Waiver of Subrogation. Insurers waive their rights of recovery against the Named and Additional Insureds with respect to CCIP coverage.

25.1.11 Subcontractor Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR WAIVES ITS RIGHTS OF RECOVERY AGAINST CONTRACTOR (WHICH IS COMPRISED OF TH SUNDT/Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, INC. AND SUNDT CONSTRUCTION, INC.), AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES, THE OWNER, AND THE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES OF ALL THE FOREGOING, OTHERS AS REQUIRED BY WRITTEN CONTRA AND ANY OTHER CONTRACTOR OR SUBCONTRACTOR PERFORMING WORK OR RENDERING SERVICES ON BEHALF OF CONTRACTOR IN CONNECTION WITH THE CONSTRUCTION OF THE PROJECT. SUBCONTRACTOR SHALL INCLUDE THIS SAME WAIVER REQUIREMENT IN ITS CONTRACTS WITH ITS LOWER-TIER SUBCONTRACTORS.

25.1.12 Primary and Non-contributory. CCIP is primary insurance in all cases. Any similar insurance coverage maintained by the Named and Additional Insureds is excess and non-contributing.

25.1.13 Designated Project Site. The term "Project Site" means:

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- .1 That property as described in the Contract Documents where "Operations" regarding the Insured are being performed;
- .2 "Operations" means the performance of work and the installation of materials, but does not include transit to, from or between covered sites, or off -site parking areas.
- .3 The areas adjacent to the above described property; and
- .4 Locations where incidental operations are performed, excluding permanent locations of any Insured other than the Owner of the Project Site.

25.1.14 **Shared Limits.** The limits of liability apply collectively to Contractor (which is comprised of Sundt/Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, Inc. and Sundt Construction, Inc.), enrolled Subcontractors at all tiers, and the Additional Insureds.

25.1.15 **Joint Defense.** Contractor (which is comprised of Sundt/Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, Inc. and Sundt Construction, Inc.) and Subcontractor agree that absent an actual conflict of interest between two insureds, insurer has the right to retain defense counsel, including any firms deemed necessary by defense counsel, to represent all Named Insureds in a joint defense. An actual conflict only exists when there is a claim by a Named Insured against another Named Insured. In the event of a conflict, the coverage provided by CCIP applies as though a separate policy has been issued to each Named Insured, except as respects the limits of liability.

25.1.16 **Subcontractor's Deductible Responsibility.** Subcontractor or Subcontractors who cause or contribute to a loss arising from their negligence or willful misconduct, as reasonably determined by Contractor, will

be responsible for paying a deductible based on their subcontract amount, including change orders, for all claim costs, expenses and defense costs as follows:

Total Subcontract Amount	Subcontractor's Deductible Payment
\$250,000.00 or less:	\$2,500
\$250,000.01 to \$1,000,000.00:	\$10,000
\$1,000,000.01 or more:	\$25,000

If Subcontractor fails to pay its deductible amount, Contractor shall be entitled to bring any necessary legal action or suit to recover the unpaid deductible amounts. To the fullest extent permitted by law, Subcontractor will be responsible to pay all costs and expenses that Contractor incurs in recovering the unpaid deductible amount.

25.1.17 **Sole Agent.** Contractor is authorized to act on behalf of all Named Insureds as respects any changes to the provisions of the CCIP policies and is responsible for payment of CCIP premiums. Contractor is entitled to all discounts, return premiums, and all other premium adjustments.

25.1.18 **Cancellation.** CCIP insurance is non-cancelable except for failure to comply with insurer's safety recommendations, for non- or late reporting of claims, and for withholding of evidence in the claims. Subcontractor agrees to comply with all safety recommendations of the CCIP insurer. Subcontractor and its lower-tier subcontractors shall report any incidents that might result in a claim against the CCIP insurance using the claim reporting instructions contained in the CCIP Procedure Manual. Subcontractor shall cooperate in the defense and investigation of claims. Failure to comply with these requirements is a condition of default, with all remedies contained in the Prime Contract and this Subcontract or that may be available to Contractor at law or in equity in event of default.

25.1.19 **Credit for Subcontractor Insurance.** Subcontractors will INCLUDE in their bids their normal costs of insurance for the general liability and excess liability coverages provided by the CCIP. Each eligible subcontractor will enroll in the CCIP

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and provide the Wrap-Up Administrator all necessary documentation to determine the insurance credits which will be deducted from the costs of subcontractors work for those coverages provided by the CCIP. Subcontractor agrees that Contractor has the right to audit Subcontractor's relevant financial records to verify compliance with this section.

25.1.20 **Procedure Manual.** The CCIP Procedure Manual is incorporated into and made a part of this Subcontract. In the event of a conflict between this Subcontract and the CCIP Procedure Manual, the interpretation most favorable to Contractor will control.

25.1.21 **Subcontractor's Responsibility for CCIP Enrollment.** Subcontractor is responsible for itself and its lower-tier subcontractors to ensure the accurate completion and timely submission of CCIP enrollment forms. The CCIP on-line enrollment process is described in the CCIP Procedure Manual. CCIP coverage is effective on the day that Subcontractor or its lower-tier subcontractor receives a Certificate of Insurance from the CCIP Administrator, Arthur J. Gallagher & Co.. Subcontractor shall flow down this Section 25 into any subcontract agreement it has with CCIP-eligible lower-tier subcontractors. Failure of Subcontractor to enroll a CCIP eligible lower-tier subcontractor will result in assessment of liquidated damages in the amount of \$25,000 if the unenrolled lower-tier subcontractor negligently or willfully causes or contributes to a CCIP commercial general liability loss. This specific liquidated damage shall be in addition to Subcontractor's deductible payment specified in Section 25.1.16 above.

25.1.22 **Policies.** Copies of CCIP insurance policies will be provided upon execution of this Subcontract and submission of a written request by Subcontractor. The terms, conditions, definitions, and exclusions contained in the insurance policies supersede any description of coverage contained in this Subcontract and the CCIP Procedure Manual.

25.1.23 **Contract obligations.** The coverage provided by CCIP insurance does not restrict, limit, or waive any obligations or responsibilities that Subcontractor has under this Subcontract or under the Prime Contract.

25.2 Property Insurance.

25.2.1 Upon written request, Contractor will provide Subcontractor with a copy of Contractor's Builder's Risk policy of insurance in force for the Project. Contractor will promptly advise Subcontractor if Contractor's Builder's Risk policy of insurance is not in force.

25.2.2 If the Owner or Contractor has not purchased property insurance reasonably satisfactory to Subcontractor, Subcontractor, at its sole expense, may procure such insurance as it believes will protect its interests and those of its lower-tier subcontractors and their sub-tier subcontractors.

25.2.3 If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance that is required by the subcontract documents, Subcontractor shall procure and maintain, at Subcontractor's sole expense, property, and equipment insurance for the Subcontract Work including portions of the Subcontract Work stored off-site or in transit when these portions of the Subcontract Work are to be included in an application for payment.

25.2.4 **SUBCONTRACTOR WILL PAY FOR ALL LOSS OR DAMAGE TO THE PROJECT NOT COVERED BECAUSE OF BUILDERS RISK DEDUCTIBLES ARISING OUT OF THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. SUBCONTRACTOR'S DEDUCTIBLE RESPONSIBILITY WILL NOT EXTEND TO LOSS OR DAMA INCURRED AS A RESULT OF EARTHQUAKE, FLOOD OR NAMED STORM LOSSES AS DEFINED BY THE BUILDERS RISK POLICY. TO THE FULLEST EXTENT**

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PERMITTED BY LAW, SUCH DEDUCTIBLE COST WILL BE DEDUCTED FROM SUBCONTRACTOR'S NEXT PAY APPLICATION OR RETAINAGE, WHICHEVER IS APPLICABLE. IN THE EVENT, SUBCONTRACTOR IS NOT DUE ANY FURTHER PAYMENTS AND DOES NOT PAY THE DEDUCTIBLE EXPENSE ON DEMAND BY CONTRACTOR, SUBCONTRACTOR SHALL BE RESPONSIBLE, TO THE FULLEST EXTENT PERMITTED BY LAW, FOR THE PAYMENT OF ALL COSTS AND EXPENSES CONTRACTOR INCURS IN RECOVERING ANY DEDUCTIBLES ARISING OUT OF SUBCONTRACTOR'S NEGLIGENCE, OMISSIONS OR WILLFUL MISCONDUCT.

25.2.5 To the fullest extent permitted by law, Contractor and Subcontractor waive all rights against each other, the Owner, the Architect/Engineer, and all of their respective employees and Contractor's Subcontractors, lower-tier subcontractors, and employees of each of them, for damages caused by covered perils and to the extent damages are paid to Contractor by insurance provided in this Section 25.2, except the rights as they may have to the insurance proceeds. Subcontractor shall require similar waivers from its lower-tier subcontractors. This waiver of subrogation does not extend to the Architect/Engineer, any person employed by them, or to others for whose acts they are legally liable for loss, damage, or claim arising from any error, omission, deficiency, or act in the performance of professional services by or on behalf of the Parties.

25.2.6 If the policies of insurance referred to in this Section 25.2 require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of the policies shall cause policies to be so endorsed.

25.3 Subcontractor-Provided Insurance.

CCIP INSURANCE DOES NOT COVER THE FOLLOWING ITEMS, THEREFORE, SUBCONTRACTOR IS RESPONSIBLE FOR PROVIDING THE FOLLOWING INSURANCE:

25.3.1 Off-Site Commercial General Liability Insurance Limits.

CCIP INSURANCE DOES NOT COVER ANY WORK OCCURRING AWAY FROM THE PROJECT SITE THEREFORE, THE FOLLOWING MINIMUM AMOUNT OF COVERAGE IS REQUIRED FOR OFF-SITE WORK PERFORMED BY SUBCONTRACTOR AND ANY OF ITS LOWER-TIER SUBCONTRACTORS

- .1 \$2,000,000 - General aggregate
- .2 \$2,000,000 - Products-completed operations aggregate
- .3 \$1,000,000 - Personal injury liability
- .4 \$1,000,000 - Each occurrence

25.3.2 Business Automobile Liability Insurance.

- .1 \$2,000,000 - Each accident

When Subcontractor or its lower tier subcontractors transport hazardous waste, Automobile Pollution Liability is required. Coverage must include the MCS 90 endorsement or a hazardous material transportation endorsement to Subcontractor's Pollution Liability policy if attached to the certificate of insurance. An Umbrella or Excess Liability policy may be used to provide the required minimum limit.

25.3.3 Workers' Compensation and Employer's Liability Insurance Limits. (Including U.S. Longshore and Harbor Workers' Act/Jones Act where applicable)

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- .1 \$1,000,000 - Each Accident (Bodily Injury by Accident)
- .2 \$1,000,000 - Disease - Policy Limit (Bodily Injury by Disease)
- .3 \$1,000,000 - Disease - Each Employee (Bodily Injury by Disease)

An Umbrella or Excess Liability policy may be used to provide the required minimum limits.

25.3.4 Contractor's Pollution Liability including Mold, Fungi and Bacteria

When Subcontractor or any of its lower-tier subcontractors are performing Work that involves keeping moisture out of a building, Work that penetrates the building enclosure, or Work with liquid conveying piping systems inside the building, then Subcontractor shall provide Contractor's Pollution Liability coverage with minimum limits of liability of:

- .1 \$2,000,000 - Each occurrence or claim
- .2 \$2,000,000 - Aggregate

If coverage is provided on a claims-made form, the retroactive date shall be on or before the date any Work is performed and shall be maintained for the applicable Statute of Repose period for latent defects in construction for the State in which the Project is located. To the fullest extent permitted by law, coverage will include contractual liability for the indemnity and hold harmless agreements assumed in this Subcontract and in the Prime Contract for Subcontractor's Work.

25.4 General Provisions:

25.4.1 Carrier. Subcontractor insurance companies MUST BE RATED A-VII OR BETTER BY A.M. BEST AND AUTHORIZED TO DO BUSINESS IN THE STATE OF CA. The State Compensation Insurance Fund (SCIF) is approved.

25.4.2 Occurrence Form. All policies shall be an OCCURRENCE-BASIS form. "Modified occurrence" and "claims-made" policies are NOT acceptable.

25.4.3 Multiple Projects. An Insurance Certificate MAY COVER MULTIPLE JOBS IF IT STATES "ALL STATE OF OPERATIONS" and conforms to all other applicable requirements specified in Sections 25.3 and 25.4.

25.4.4 Contractual Liability. To the fullest extent permitted by law, off-site general liability insurance must include contractual liability for the indemnity and hold harmless agreements assumed in this Subcontract and in the Prime Contract FOR ALL OF SUBCONTRACTOR'S OFF-SITE ACTIVITIES.

25.4.5 Waivers of Subrogation.

.1 To the fullest extent permitted by law, all of Subcontractor's insurance policies applicable to the Subcontract Work shall permit waivers of subrogation to be endorsed in favor of the following parties:

- i) The Contractor,
- ii) Sundt/Walsh, A Joint Venture, Walsh Construction Group, LLC, Sundt Construction and The Sundt Companies, Inc.,
- iii) When the Contractor is a joint venture, then all of the joint venture members, including their parents, subsidiaries and affiliates,
- iv) the Owner,

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- v) The directors, officers, agents and employees of all the entities set forth in i)-iv), and
- vi) Any other entities as required by written contract, including any other contractor or subcontractor performing work or rendering services on behalf of Contractor in connection with the construction of the Project.
2. The waivers of subrogation shall apply to all of the following insurance coverages: (a) worker's compensation, (b) offsite general liability, (b) contractor's pollution liability (including mold, fungi and bacteria), (c) auto liability (including auto pollution liability, auto physical damage, contractors equipment), and (d) any builders risk and installation floater policies.
3. Subcontractor shall include this same waiver of subrogation requirement in its contracts with its lower-tier subcontractors
- 25.4.6 Auto liability. Auto liability and auto liability pollution coverage must cover owned, hired, and non-owned vehicles, and, to the fullest extent permitted by law, must include the vicarious liability of the Contractor (which is comprised of Sundt/Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, Inc. and Sundt Construction, Inc.), the Project Owner, their respective directors, officers, agents, employees, and others as required by written contract. If necessary, ISO endorsement CA 20 48, Designated Insured, may be used and be attached to the certificate of insurance.
- 25.4.7 Subcontractor's Insurance. If Subcontractor's insurance is considered inadequate, Contractor may obtain additional coverage and charge the cost to Subcontractor.
- 25.5 All Certificates of Insurance Must Provide the Following:
- 25.5.1 Certificate of Insurance and Endorsements. PRIOR TO COMMENCEMENT OF THE SUBCONTRACT WORK, SUBCONTRACTOR SHALL FURNISH CONTRACTOR (WHICH IS COMPRISED OF THE Sundt/Walsh, a Joint Venture, SUNDT COMPANIES, INC. AND SUNDT CONSTRUCTION, INC.) WITH CERTIFICATES OF INSURANCE VERIFYING THAT THE REQUIRED INSURANCE COVERAGES ARE IN EFFECT. SUBCONTRACTOR SHALL ATTACH THE WORKERS COMPENSATION WAIVER OF SUBROGATION ENDORSEMENT TO THE CERTIFICATE OF INSURANCE.
- 25.5.2 Additional Insured for Off-Site Commercial General Liability. To the fullest extent permitted by law, Contractor (which is comprised of Sundt/Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, Inc. and Sundt Construction, Inc.), the Project Owner, their respective directors, officers, agents, employees, and others as required by written contract shall be named as Additional Insureds with respect to bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Subcontractor or those acting on Subcontractor's behalf, in the performance of Subcontractor's work for Contractor, which work occurs off the Project site.
- 25.5.3 Additional Insured for Contractor's Pollution Liability including Mold, Fungi and Bacteria. To the fullest extent permitted by law, Contractor (which is comprised of Sundt/Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, Inc. and Sundt Construction, Inc.), the Project Owner, their respective directors, officers, agents, employees, and others as required by written contract shall be named as Additional Insureds for Subcontractor's ongoing and completed operations to the extent caused by the negligent acts or omissions of Subcontractor, or those acting on Subcontractor's behalf, in the performance of Subcontractor's work for Contractor.
- 25.5.4 Primary Insurance. To the fullest extent permitted by law, Subcontractor's off-site general liability policy and contractor's pollution liability policy that is to include mold, fungi and bacteria shall be primary.
- 25.5.5 General Liability Off-Site and Contractor's Pollution and Mold, Fungi and Bacteria Liability Waivers of Subrogation.

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- TO THE FULLEST EXTENT PERMITTED BY LAW, COVERAGE SHALL INCLUDE A WAIVER OF SUBROGATION ENDORSEMENT IN FAVOR OF THE ADDITIONAL INSURED AS DEFINED IN SECTIONS 25.5.2 AND 25.5.3.
- 25.5.6 Workers Compensation Waiver of Subrogation. Subcontractor shall provide a waiver of subrogation as specified in Section 25.4.5.
- 25.5.7 Incorrect Certificate. The acceptance of an incorrect certificate of insurance by Contractor DOES NOT WAIVE SUBCONTRACTOR'S OBLIGATIONS to comply with the insurance requirements specified in a Subcontract.
- 25.5.8 Minimum Policy Limits. The policy limits shown are the minimum acceptable limits of coverage and do not restrict, limit or waive any obligations or responsibilities Subcontractor has under this Subcontract or the Prime Contract. If Subcontractor maintains or obtains limits in excess of these requirements, those limits shall apply for the benefit of all Additional Insureds and Indemnified Parties.
- 26. INDEMNIFICATION: WAIVER OF CONSEQUENTIAL DAMAGES**
- 26.1 To the fullest extent permitted by applicable law, Subcontractor hereby expressly agrees to defend (at Subcontractor's expense and with counsel reasonably acceptable to Contractor), indemnify, save and hold harmless the Owner, the Contractor, its joint venture members if Contractor is a joint venture, and their parents, subsidiaries, affiliates, and the directors, officers, employees, and authorized agents of all the foregoing (collectively the "Indemnified Parties"), from and against any and all claims, suits, demands, losses, causes of action, damages, liabilities, administrative proceedings, interest, attorney's fees, costs, expenses, and losses of any and all kinds (collectively the "Actions") arising from or directly related to Subcontractor's performance of this Subcontract. This also includes Actions for death or injury to any person, including employees of Subcontractor or of any Indemnified Party, or property damage, including the loss of use of property and investigative and other expenses arising out of or related to Subcontractor's performance or non-performance of this Subcontract or other activities of Subcontractor and its agents, employees or those for whom Subcontractor may be legally liable under this Subcontract. Notwithstanding the foregoing, nothing in this Section 26 shall be construed as requiring Subcontractor to indemnify, hold harmless, or defend an Indemnified Party, including a third party, against a claim caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract of the Indemnified Party, its agent or employee, or any third party under the control or supervision of the Indemnified Party, other than the Subcontractor or its agent, employee, or its sub-subcontractors of any tier.
- 26.2 Workers' Compensation. In any claim against an Indemnified Party by any employee of Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone for whose acts Subcontractor is liable, Subcontractor's indemnification obligation is not limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under workers' compensation statutes, disability benefit statutes, or other employee benefit legislation.
- 26.3 Survival of Obligations. The obligations of indemnity in this Section 26 survive the completion and termination of this Subcontract.
- 26.4 Mutual Waiver of Consequential Damages. Except if otherwise specified in the Prime Contract, neither Party is liable to the other for any special, incidental, consequential, punitive or exemplary damages of any kind whatsoever, provided, however, that this Section 26.4 does not apply to liquidated damages assessed in accordance with Section 10, Liquidated Damages.

27. PERFORMANCE AND PAYMENT BONDS

- 27.1 Amount of Required Bonds. Subcontractor, at its expense, shall furnish performance and payment bonds to Contractor as follows:
- 27.2 Performance Bonds. The penal amount of performance bonds at the time of Subcontract award shall be 100 percent of the original Subcontract Price.

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- 27.3 **Payment Bonds.** The penal amount of payment bonds at the time of Subcontract award shall be 100 percent of the original Subcontract Price.
- 27.4 **Delivery.** Bonds shall be delivered to Contractor not later than 10 Days after the Agreement Date.
- 27.5 **Form and Content.** Bonds shall be in a form and content acceptable to Contractor and issued by a corporate surety acceptable to Contractor. Surety must have and maintain an AM best financial strength rating of at least A- and a financial size rating of VII. Based on Subcontract Price, these rating requirements may be increased by the Contractor. Subcontractor shall maintain bonds in force until final acceptance of the Project or for a shorter time as may be agreed to by the Parties.
- 27.6 **Additional Bond Protection.** Contractor may require additional performance and payment bond protection if the Subcontract Price is increased. The increase in protection generally must equal 100 percent of the increase in Subcontract Price.

28. SUBCONTRACTOR'S FAILURE TO PERFORM

- 28.1 Subcontractor shall perform the Subcontract Work in a diligent, expeditious, and workmanlike manner that promotes the timely completion of the Project. Subcontractor shall not delay or otherwise hinder or interfere with the work of Contractor or any other Subcontractor.
- 28.2 **Notice to Cure.** If within 48 hours after receipt of the notice required by Section 30, Termination, Subcontractor fails to commence and continue satisfactory correction of a default with diligence and promptness, then Contractor, in addition to and without prejudice to any other rights or remedies it may have under this Subcontract or at law or in equity, may take possession of Subcontractor's materials and complete the Subcontract work, in whole or in part, in a reasonable and expeditious manner. In these circumstances, Subcontractor is liable for any additional cost actually incurred by Contractor and for all costs actually incurred in excess of the Subcontract Price.
- 28.3 **Alternatives to Default Termination.** If Subcontractor fails to comply or becomes disabled from complying with this Subcontract or if Subcontractor refuses to proceed with the Subcontract Work as directed by Contractor or fails to perform the Subcontract Work in accordance with the Subcontract or the Prime Contract, either in whole or in part, or fails to perform any material provision of the Subcontract, Contractor may, at its option, and upon 48 hours written notice to Subcontractor's last known address, without prejudice to any other right or remedy it may have under this Subcontract or at law or in equity, take reasonable steps it believes are advisable or necessary to prosecute the Subcontract Work, including, but not limited to: (1) taking over and prosecuting the Subcontract Work, or (2) without taking over the Subcontract Work, supplementing Subcontractor's resources and operations as deemed reasonably necessary to prosecute the Subcontract Work. All amounts actually expended and all of the losses, damages, and extra expenses actually incurred by Contractor will be deducted from the Subcontract Price. If these expenditures, together with actual losses, damages, and extra expenses exceed the amount otherwise due to Subcontractor, then Subcontractor shall pay Contractor, on demand, the full amount of the excess. Subcontractor may be considered disabled from complying when, among other things, Subcontractor files a petition for protection under applicable bankruptcy laws or when a petition for assignment of a receiver is filed by or against Subcontractor. This agreement by Subcontractor includes reimbursement of Contractor for its reasonable attorney's fees, expenses, and costs paid or incurred by reason of Subcontractor failure.

29. SUSPENSION OR TERMINATION OF WORK

If the Owner terminates the Prime Contract, stops or suspends work under the Prime Contract, or if the Owner fails to pay when due, any amounts payable under the Prime Contract, then Contractor may order Subcontractor to stop or suspend the Subcontract Work and Contractor will be liable to Subcontractor to the same extent that Owner is liable to Contractor for the Owner's actions. From funds paid by the Owner to Contractor, Contractor will pay Subcontractor the value of the Subcontract Work completed before the Project was terminated, stopped, or suspended.

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30. TERMINATION

- 30.1 **Termination for default.** Contractor may, by written notice of default to the Subcontractor, terminate the entire Subcontract or any lesser part or may terminate Subcontractor's right to proceed under the Subcontract in any one of the following conditions if Subcontractor:
- 30.1.1 fails to properly perform or make adequate progress in the Subcontract Work;
- 30.1.2 fails to supply an adequate number of properly skilled workers, proper supervision, or proper materials;
- 30.1.3 fails to perform any material provision, element or obligation of this Subcontract;
- 30.1.4 fails to comply with applicable health and safety programs and regulations;
- 30.1.5 persistently produces work that fails to comply with the quality of work standards in the Subcontract, in the Contractor's quality program guidance, if any, or in the Owner's quality requirements;
- 30.1.6 fails to make prompt payment to its lower-tier subcontractors, suppliers, and vendors;
- 30.1.7 fails to promptly commence work on a unilateral change order;
- 30.1.8 becomes insolvent, is declared bankrupt, files for protection under the bankruptcy code, or makes a general assignment for the benefit of its creditors; and
- 30.1.9 fails to comply with any law, ordinance, rule, regulation, or order of any public authority having jurisdiction.

- 30.2 **Termination for convenience.** Contractor may terminate this Subcontract for its convenience, in whole or in part, at any time without cause upon 7 days written Notice, issued after conferring with Subcontractor, and Subcontractor shall thereafter terminate the Subcontract Work as directed by Contractor. Upon Termination for Convenience, Subcontractor will be compensated for Subcontract Work satisfactorily performed prior to termination plus reasonable settlement costs caused by the termination. Contractor shall not be liable for and will not pay any amounts for unabsorbed overhead, loss of anticipated profits or lost opportunity. Contractor's liability for termination expenses shall not exceed the remaining unpaid Subcontract Price.

31. DISPUTE RESOLUTION

- 31.1 **Disputes Solely between Contractor and Subcontractor.** All disputes solely between Contractor and Subcontractor that arise from or are related to this Subcontract, including the determination of the scope or applicability of the requirements in this Section 31, shall be finally resolved in accordance with the following process. **Any dispute not resolved through direct discussions or Mediation shall be finally resolved by way of binding Arbitration or by litigation at Contractor's sole discretion.**
- 31.1.1 **Direct Discussions.** The Parties to this Subcontract intend, to the maximum extent feasible, to resolve all disputes at the project level. Disputes not resolved at the project level shall be timely escalated to the Parties' senior management, senior management will then use good faith efforts to settle the dispute. If after a reasonable time the Parties' senior management are unable to resolve the dispute, the Parties shall mediate as set forth in Section 31.1.2.
- 31.1.2 **Mediation.** Mediation is required and is a condition precedent to the pursuit of further dispute resolution proceedings; provided, however, the Parties may mutually agree in writing to waive this Mediation requirement. The Parties shall make every reasonable effort to conduct the Mediation as soon as possible, but in any case not later than 90 calendar days after senior management first takes up efforts to resolve the dispute pursuant to Section 31.1.1. The Mediation shall be non-administered; however, it will be conducted

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in accordance with either the current version of the JAMS International Mediation Rules (Judicial Arbitration and Mediation Services (JAMS)) or the current version of the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA”), as the Parties agree. If after good faith efforts the Parties cannot agree on a mediator, then the Mediation shall be administered using either JAMS or AAA. Selection of the Mediation provider (JAMS or AAA) shall be by mutual agreement or if no agreement is reached, then the Contractor shall make the election. The Parties will cooperate with JAMS / AAA and with one another in selecting a mediator from the JAMS / AAA panel of neutrals. The Parties agree that they will participate in the Mediation in good faith and that they will share equally in its costs. Unless otherwise agreed to in writing, the Mediation shall be conducted in the city of Contractor’s main regional office which is located closest to the project location.

31.1.3 Arbitration. If Contractor elects to resolve a dispute by Arbitration then, unless the Parties otherwise agree, the Arbitration will be held in the city of Contractor’s main regional office which is located closest to the project location. The Arbitration shall be non-administered and shall be conducted before arbitrators according to mutually acceptable rules and reasonable limitations on discovery; however, if the Parties cannot agree on the rules or if the Parties are unable to agree upon the arbitrators or procedures governing the proceedings within thirty (30) days following the Contractor’s election to arbitrate, then the current Construction Industry Arbitration Rules of the American Arbitration Association will govern and the arbitrators shall be appointed as provided in those Rules. If the Parties are unable to agree upon the scope of discovery, the arbitrators shall impose such limitations on discovery as are reasonable to limit the cost, time, and burden on the Parties and to focus on the issues in dispute. Unless the Parties otherwise agree, Arbitration must commence as soon as feasibly possible, but in any case, not later than 180 calendar days after the date the demand for Arbitration is served on the responding Party. The agreement to arbitrate, and any agreement to arbitrate with additional Parties duly consented to by the Parties, is specifically enforceable under the prevailing arbitration laws in force in the jurisdiction where the Arbitration is conducted. All expenses and fees of the arbitrators shall be borne equally by the Parties. The Parties agree that the arbitrators shall have no authority to award attorney’s fees, costs or expenses as part of any interim or final award. The arbitrators shall have no authority to award consequential, punitive, incidental, indirect or exemplary damages as part of any interim or final award. Any monetary award shall accrue interest from 30 days after the date of the final Award at the maximum post-judgment interest rate as provided by statute in the State in which the project is located. The decision and award of the arbitrators will be final and conclusive, and the Parties agree to abide by all such decisions and awards. Judgment on decisions and awards may be entered by any court having jurisdiction.

31.1.4 Litigation. In the event that Contractor elects to resolve the dispute by litigation, then litigation shall commence in any court having jurisdiction over the Project site. Notwithstanding any contrary provision herein, nothing in this Subcontract shall be construed as a waiver of a defending Party’s right to remove a suit to any U.S. District Court having jurisdiction, provided that the threshold requirements for removal and diversity are satisfied. **FOR ALL DISPUTES RESOLVED BY LITIGATION, THE PARTIES TO THIS SUBCONTRACT HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY.**

31.1.5 Coordination with Legal and Equitable Proceedings. A demand for Arbitration may not be made after the date when institution of legal or equitable proceedings would be barred by any applicable statute of limitation. A Party does not violate this Section 31.1.5 by filing suit in a court of competent jurisdiction if:

31.1.5.1 The Party files suit to prevent the running of the statute of limitations or to obtain the benefit of some provisional remedy such as attachment or injunctive relief, and

31.1.5.2 The Party commencing suit agrees to contemporaneously stay the court proceedings pending Arbitration under this Subcontract.

31.2 Disputes Involving the Owner. All disputes or claims (as defined in the Prime Contract) involving the Owner, the Contractor, and the Subcontractor, and all disputes directly between the Owner and Subcontractor shall be resolved

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in strict compliance with the disputes or claims provisions in the Prime Contract, and also as modified by the following additional requirements as it relates to the Subcontractor:

31.2.1 Subcontractor Claims. For any request or claim by Subcontractor seeking additional time or compensation that: (a) arises out of or is related to the acts or omissions of the Owner or a party for whom the Owner is responsible (other than Contractor), (b) changes to or defects in the Prime Contract, or (c) any other claim for which the Owner may have responsibility in whole or part (collectively “claims”), Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, both by the terms of the Prime Contract and by any and all decisions or determinations made thereunder by the party, board or court as authorized in the Prime Contract for resolving claims. If the Prime Contract contains a provision, identified as or recognized as a “Disputes”, “Claims”, “Claims Resolution” or other similar clause, which specifies a procedure for resolving such claims, then Contractor agrees to invoke, at Subcontractor’s reasonable request, that Disputes, Claims or Claims Resolution clause on behalf of Subcontractor’s and will allow Subcontractor to reasonably participate in and, to the extent allowed, to present its meritorious claims to the Owner in Contractor’s name, provided that Subcontractor cooperates fully with Contractor in the preparation and presentation of the claims. Subcontractor shall have full responsibility for the preparation and presentation of its claims, including giving Contractor timely notice so that Contractor may comply with the claim notification requirements of the Prime Contract, and shall bear all expense related thereto, including attorney’s fees. Subcontractor agrees to be bound by any final determination rendered on its claims, whether pursuant to any such clause or otherwise, and Subcontractor shall in no event be entitled to receive any greater amount from Contractor than Contractor is entitled to and actually does receive from the Owner on account of Subcontractor’s claims, less any markups, fees or costs incurred by Contractor and to which Contractor is otherwise entitled, and Subcontractor is otherwise entitled, and will accept such amount, if any, received by Contractor from the Owner as full satisfaction and discharge of its claims. Subcontractor agrees that it will not take any other action with respect to any such claims. If Subcontractor is not diligent in the pursuit of its claims, or otherwise refuses to cooperate with Contractor as provided in this Subcontract, then in its sole discretion Contractor may consider such claims to be waived or abandoned by Subcontractor, or may prepare and present such claims on behalf of Subcontractor and deduct from any such final recovery all of Contractor’s costs, fees and expenses incurred in pursuing the same.

31.2.2 Subcontractor shall be bound by Contractor’s determination, made in good faith, as to apportionment of any amounts received by Contractor from the Owner on behalf of Subcontractor and other claimants, including Contractor, whose work is affected by any act or omission of the Owner.

31.2.3 Should a dispute arise as to the proper interpretation of this Subcontract or as to the acceptability of work performed or material furnished under this Subcontract, which concerns the Parties hereto only, or Subcontractor and other subcontractor or suppliers, but not the Owner or others for whom the Owner is responsible, then that dispute shall be decided by Contractor whose decision shall be final and binding.

31.2.4 If the Owner requires Contractor to certify Subcontractor’s claim, Subcontractor shall prepare and certify to Contractor any such claim in accordance with the requirements of the Owner, the Prime Contract, and applicable law. Any certification required to be signed by Contractor under a state or federal False Claims Act or similar statutory provision as a condition precedent to submitting the claim shall be similarly signed by Subcontractor. Subcontractor hereby agrees to defend, utilizing counsel of Contractor’s choice, and indemnify Contractor and save Contractor harmless from any and all liability arising out of or related to such Subcontractor claims and any certification of such claims furnished by Subcontractor.

31.2.5 Joinder. Subcontractor agrees to become a party to any other Arbitration proceeding in which Contractor or the Owner is bound to arbitrate with respect to the Subcontract Work or Subcontractor’s performance of the Subcontract. If, however, the Owner refuses to allow Subcontractor to participate or join in such other Arbitration proceeding, then Subcontractor shall stay its own arbitration proceeding against Contractor until the final binding resolution of Contractor’s dispute with the Owner.

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31.3 Continuing Performance.

- 31.3.1** Each Party shall diligently continue to perform all of its obligations assumed under this Subcontract pending final resolution of any dispute or claim arising hereunder.
- 31.3.2** Subcontractor agrees that if during the pendency of the dispute resolution process, the Owner issues a written order to Contractor directing Contractor to perform disputed work and the disputed work involves the Subcontract Work, then, upon receiving a written order from Contractor to so perform, Subcontractor shall undertake or continue to perform the disputed work. Subcontractor's performance of the disputed work pursuant to Contractor's written order shall not in any way be construed as a waiver of Subcontractor's dispute or claim rights under this Subcontract.

32. BACK CHARGES

- 32.1** "Back charges" means a cost sustained by Contractor and chargeable to Subcontractor for Contractor or third party performance of any portion of the Subcontract Work or as a result of Subcontractor's non-compliance with the provisions of the Subcontract or Subcontractor's act or omission or negligence. Back charges are assessed against payments otherwise owed to Subcontractor.
- 32.2** If the Owner or Contractor contends that any of Subcontractor's work is defective, or does not comply with the specifications and drawings, or causes actual delay to the Project critical path, and if as a result, the Owner refuses to pay money that would otherwise be due Contractor or Contractor incurs costs because of the condition, Contractor may deduct or withhold the amount of the resulting cost or loss sustained by it from payments to be made to Subcontractor under this Subcontract.
- 32.3** Contractor will give Subcontractor reasonable written notice of its intent to assess back charges. This notice will contain sufficient detail so that Subcontractor is informed of the nature of and reasons for the back charge.

33. LOWER-TIER SUBCONTRACTORS

Subcontractor shall obtain Contractor's prior written approval of all proposed lower-tier subcontractors before awarding lower-tier subcontracts. Contractor may reasonably reject any proposed sub-subcontractor. Contractor's approval of a lower-tier subcontractor does not imply or constitute Contractor's assumption of any responsibility for that lower-tier subcontractor, nor does it relieve Subcontractor of any responsibility with respect to the Subcontract Work. Subcontractor shall require and insure that each sub-subcontractor procures the insurance coverage required under Section 25, Insurance, or otherwise cover the liabilities under policies in form, in amounts, and with insurance companies all acceptable to Contractor. Upon Contractor request, Subcontractor shall obtain insurance policies or certificates of insurance from its lower-tier subcontractors and deliver the policies or certificates to Contractor. If Subcontractor cannot produce acceptable evidence of its lower-tier subcontractor insurance, then Contractor may procure the required insurance and deduct premiums from amounts then owed or subsequently owing to Subcontractor.

34. DUE AUTHORIZATION

The person signing this Subcontract Agreement on behalf of Subcontractor hereby represents and warrants to Contractor that this Subcontract Agreement is duly authorized, signed and delivered by Subcontractor.

35. ASSIGNMENT

Subcontractor shall not assign this Subcontract or delegate its duties under the Subcontract, in whole or in part, without Contractor's prior written consent. Subcontractor shall not assign funds accrued or expected to be accrued under this Subcontract without Contractor's prior written consent, which consent will not be unreasonably withheld. Any attempted assignment or delegation in violation of this Section 35 is void.

36. DECISIONS OF THE OWNER ARE BINDING

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To the extent decisions of the Owner pertain to the Subcontract Work, Subcontractor is bound by such decisions to the same extent that Contractor is bound.

37. OPERATING INSTRUCTIONS

Subcontractor shall furnish all operating instructions, parts lists, and manuals applicable to requirements of the Subcontract Work.

38. HOISTING AND MATERIALS HANDLING: USING CONTRACTOR'S OWNED, LEASED, RENTED OR BORROWED EQUIPMENT

- 38.1 Hoisting and Materials Handling Equipment.** Subcontractor may request to use Contractor's hoisting or materials handling equipment, if any, under the following conditions: (1) availability of this equipment is not guaranteed and Contractor is not obligated to make the equipment available, (2) equipment will be available at the sole discretion of Contractor and at Contractor's convenience, (3) Subcontractor shall pay for using the equipment unless it makes other arrangements with Contractor.
- 38.2 Indemnity.** If Subcontractor uses any of the Contractor's owned, leased, rented or borrowed equipment, (the "Equipment") Subcontractor shall defend, indemnify, and hold harmless Contractor, Contractor's officers, directors, employees, and the Owners of any Equipment leased, rented or borrowed by Contractor, from and against any and all claims, suits, judgments, damages, injuries, losses, cost or expense attributable to bodily injury, sickness, disease or death, or damage to tangible property, including Contractor's owned, leased, rented or borrowed equipment, as well as loss of use arising from resulting damage to others and the Equipment itself, (together "Claims") that arise out of or in connection with Subcontractor's use, misuse, operation, or selection of the Equipment, including Subcontractor's failure to comply with applicable laws, regulations, and ordinances. Subcontractor's obligation of indemnity shall survive expiration or termination of this Agreement.
- 38.3 Insurance.** When using the Equipment, Subcontractor shall keep the Equipment insured against "special perils" causes of loss in an amount equal to the value of the Equipment. Subcontractor shall name Contractor or the Owner of the leased, rented or borrowed Equipment as the Loss Payee on all insurance. Subcontractor shall carry commercial general liability insurance including contractual liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury (including death) and damage to tangible property. Subcontractor shall name Contractor and the Owners of the leased, rented or borrowed Equipment as additional insureds for the use of the Equipment. All applicable insurance policies shall be primary and non-contributing. Subcontractor hereby waives any right of subrogation that it or its insurance company may have against Contractor for any loss covered by any such insurance.

39. SUBCONTRACTOR'S TEMPORARY FACILITIES

Subcontractor shall obtain Contractor's consent, which consent will not be unreasonably withheld, prior to bringing temporary facilities to the Project Location. The specific locations for Subcontractor's temporary facilities, including locations for storage of material and servicing of equipment will be by agreement of the Parties.

40. DISPLAY OF SUBCONTRACTOR'S NAME AND LOGO

The only acceptable display of Subcontractor's name and logo at the Project Site are those displays that are professionally and permanently affixed on Subcontractor's temporary facilities, such as office trailers, storage containers, and vehicles. Any other posting of signs, banners, decals, and similar displays by Subcontractor or its lower-tier subcontractors and vendors on or around the Project Location is prohibited.

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41. PUBLICITY

Subcontractor may not take photographs of the Project Site, the Project Work, or the Subcontract Work, or issue press releases, or engage in other forms of publicity concerning this Project, the Subcontract, or the Subcontract Work without Contractor's prior approval. Unless otherwise specified in the Prime Contract, Contractor will not unreasonably withhold approval.

42. DRUG AND ALCOHOL POLICY

Subcontractor shall advise its employees and employees of its lower-tier subcontractors and vendors that: (1) use, possession, sale, transfer, or purchase of illegal drugs on the Project is prohibited; (2) employees who are under the influence of, or in possession of alcohol, illegal drugs, or other illegal substances on the Project site are subject to dismissal from the premises; (3) any employee in violation of these rules or who refuses to permit an inspection may be removed and barred from the Project at Contractor's discretion; (4) in the event of an injury requiring that medical care be given by a physician or if private or company property is damaged in excess of \$300, the affected employee or employees shall submit to drug screening as prescribed by Contractor; (5) if the results of the drug screening are positive, the affected employee will be barred from the project and cannot return to the Project without Contractor's prior written consent; (6) Subcontractor shall pay all drug screening costs.

43. COOPERATION WITH LABOR

43.1 Subcontractor acknowledges that Contractor may (1) employ workers at the Project Location who are not covered by a collective bargaining agreement and (2) solicit and select subcontractors, suppliers, and vendors without regard to the existence or non-existence of a collective bargaining agreement between their company and any labor organization.

43.2 Subcontractor agrees to faithfully perform this Subcontract and execute the Subcontract Work notwithstanding and without regard to any labor dispute, work stoppage, or picketing of any type irrespective of the target of the action. If any labor union starts to picket the Project Location, the Contractor may, upon receipt of written request from Subcontractor, establish separate access gates for a subcontractor that is a party to the primary labor dispute and any other subcontractors that are not Parties to the primary labor dispute.

44. CHOICE OF LAW; SEVERABILITY

44.1 This Subcontract is governed by the laws of the State of California.

44.2 If any provision contained in this Subcontract is held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired because of the invalidity.

45. ENTIRE AGREEMENT

This Subcontract and attached exhibits, if any, is complete, fully integrated, and contains the entire Subcontract Agreement between Contractor and Subcontractor with respect to the subject matter of this Subcontract. This written Subcontract supersedes all prior negotiations, agreements, and understandings respecting this Subcontract, and supersedes all other writings or prior or contemporaneous oral agreements or representations. This Subcontract can only be modified by a written agreement duly executed by authorized representatives of the Parties, except where Contractor issues a unilateral modification in accordance with Section 24, Changes, in which case only Contractor's signature is required to modify the Subcontract.

46. NO WAIVER

The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Subcontract constitute a waiver of any subsequent breach or default or a waiver of the provision itself. No waiver or nonperformance of an obligation under this Subcontract will not be effective unless it is in writing and signed by the Party granting the waiver.

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47. HEADINGS

Section headings are solely for convenience and do not affect the meaning, interpretation or effect of this Subcontract.

48. RECORD DRAWINGS

"Record Drawings" as used in this Section, means drawings submitted by Contractor or Subcontractor at any tier to depict the actual physical conditions of the constructed facility or work. Subcontractor shall update Contractor's digital record drawings or hardcopy drawings, if digital drawings are not used, on a weekly basis to reflect the "as-built" conditions of the Subcontract Work. Subcontractor acknowledges that this is a material obligation of the Subcontract.

49. CONTRACT INTERPRETATION

The Parties admit that they are experienced in the construction contracting process and have had the opportunity to be represented by legal counsel of their choice throughout the transaction contemplated by this Subcontract and in relation with its drafting and negotiation. As a consequence, the Parties agree that any ambiguity or inconsistency in the Subcontract language is to be resolved in accordance with the most reasonable construction and not strictly for or against either Party by virtue of that Party's authorship of a relevant provision of the Subcontract.

PREVAILING WAGE AND PUBLIC WORK REGISTRATION SUPPLEMENT
FOR CALIFORNIA PUBLIC WORK PROJECTS

Subcontractor shall demonstrate its compliance with applicable State prevailing wage laws and regulations by using Compliant Client by eMars, a web-based service to prepare, review, and submit certified payroll reports. eMars' website address is www.emarsinc.com. The fee to use eMars' service is \$45 per month per subcontractor and per sub-tier that certified payroll submissions are required. Subcontractor agrees that Contractor may recover this fee each month by deducting the fee from any amounts due and owing to Subcontractor, including fees for sub-tiers.

1. The attached provisions of California Labor Code Sections 1771, 1771.1(a), 1774, 1775, 1776, 1777.5, 1813, and 1815 are hereby incorporated into this Subcontract. Subcontractor agrees to strictly comply with these statutes and all other statutes and regulations as may be applicable to the performance of the Subcontract Work on this project. Subcontractor shall:
 - a. Pay all workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed.
 - b. Pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in California Labor Code, Part 7, Chapter 1.
 - c. Adhere to the compliance measures outlined in Labor Code Section 1775(b) for any second tier subcontractor that Subcontractor chooses to use on this project.
 - d. Submit certified payroll records to Contractor on a weekly basis. Records shall be provided not later than 5 days following the last day of each work week.
 - e. Comply with the applicable requirements and joint apprenticeship standards as required by Labor Code Section 1777.5.
 - f. Comply with or ensure that its lower tier subcontractors and suppliers comply with California Labor Code Section 1720.9 concerning the hauling and delivery of ready-mixed concrete to carry out a public works contract.
 - g. Be currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
2. Prior to receiving final payment for work performed on this project, Subcontractor shall sign the attached affidavit, incorporated into the Subcontract, under penalty of perjury that Subcontractor has paid the specified general prevailing, rate of

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per diem wages to his or her employees for the proper craft needed to fulfill the obligations of the subcontract.

3. Subcontractor agrees to indemnify and hold harmless Contractor for any violations of applicable California Labor Code statutes and any other statutes or regulations, which violations were caused by the Subcontractor's failure to comply with applicable law or this Subcontract.
4. Contractor reserves the right to obtain from the Subcontractor any and all payroll records pertaining to this specific project including, but not limited to, copies of cancelled payroll checks, payroll reports, employee signed time cards, and benefit records, including cancelled checks for such payments.
5. If the California statutory language should change from what is attached to this Subcontract, then the version of any applicable statutory language currently approved and determined by the legislature to be in effect will take precedence over the statutory language provide in this Subcontract.

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

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

Section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Section 1774. The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

Section 1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

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

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

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

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

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(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

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

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

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

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

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

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

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

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

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

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

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

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

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

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

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

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

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the Federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

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

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

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

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

Section 1777.5.

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

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

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

(2) The rules and regulations of the California Apprenticeship Council.

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

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

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

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

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

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

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

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

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

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

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices.

SUBCONTRACT AGREEMENT

Contractor Controlled Insurance Program

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The funds shall be distributed as follows:

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

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

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

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

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

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

(Amended by Stats. 2016, Ch. 746, Sec. 1. Effective January 1, 2017.)

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

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

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SUBCONTRACT AGREEMENT

Contractor Controlled Insurance Program

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During the performance of this contract, the Subcontractor agrees as follows:

- (1) The Subcontractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subcontractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Subcontractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Subcontractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Subcontractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Subcontractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5. EXCLUDED PARTIES LIST. Subcontractor shall certify to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (2) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (4) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- (5) Suspension and debarment information can be accessed at <http://www.sam.gov>. Subcontractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement. Subcontractor acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.

6. TRAFFICKING IN PERSONS. The requirements of the Trafficking Victims Protection Act of 2000 apply to this Contract. The Contractor, including, without limitation, subcontractors (including all sub-tier subcontractors) and

Initials:

Contractor Subcontractor

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their employees may not engage in severe forms of trafficking in persons during the term of this Contract, procure a commercial sex act during the term of this Contract, or use forced labor in the performance of this Contract. The Subcontractor must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Subcontractor understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Subcontractor agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its lower tier subcontractors to comply with this condition.

7. COORDINATION.

- (A) Subcontractor shall afford other contractors and the City reasonable opportunity for storage of materials at the Site, shall ensure that the execution of the Work properly coordinates with work of such contractors, and shall cooperate with such other contractors to facilitate the progress of the Work in such a manner as the City may direct.
- (B) Notice of Conflicting Conditions: Where Subcontractor's Work is adjacent to or placed on top of that of another contractor, Subcontractor shall examine the adjacent work and substrate and report in writing to the City any visible defect or condition preventing the proper execution or increased cost of its Contract. If Subcontractor proceeds without giving notice, it shall be held to have accepted the work or material and the existing conditions, and shall be responsible for any defects in its own Work consequent thereon, and shall not be relieved of any obligation or any guarantee because of any such condition or imperfection. This provision shall be included in any and all lower tier subcontracts for Work to be performed where such a conflict could exist.

8. APPRENTICES. Subcontractor shall comply with the requirements of the State Apprenticeship Program. Subcontractor shall include this requirement in any lower tier subcontracts.

9. DISPUTES INVOLVING SUBCONTRACTOR POTENTIAL CLAIMS. Subcontractors and suppliers of any tier (a) agree to submit subcontractor potential claims to the Contractor in a proper form and in sufficient time to allow processing by Contractor in accordance with the requirements of this Section; (b) agree to be bound by the terms of this Section to the extent applicable to subcontractor potential claims; (c) agree that, to the extent a subcontractor potential claim is involved, completion of all steps required under this Section shall be a condition precedent to pursuit by the subcontractor of other remedies permitted by law, including without limitation a lawsuit against the Contractor; and (d) agree that the existence of a dispute resolution process for disputes involving subcontractor potential claims shall not be deemed to create any claim, right, or cause of action by any subcontractor or supplier against the City. This requirement shall be included in any lower tier subcontracts.

10. UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDDING BODY

Under Public Contract Code section 7103.5, Contractor and its Subcontractors shall conform to the following requirements:

- (A) In entering into the Agreement or subcontract to supply goods, services, or materials under this Agreement, Contractor or its Subcontractors offer and agree to assign the City all rights, title, and interest in and to all causes of action they may have under section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2, commencing with section 16700, of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Agreement or subcontract.
- (B) The assignment shall be made and become effective at the time the City tenders Final Payment to Contractor, without further acknowledgement by the Parties.
- (C) Subcontractor shall include the provisions of this Section in its subcontracts and purchase agreements to supply goods, services, or materials pursuant to the Agreement.

11. LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS

Subcontractor shall compensate a LBE subcontractor if Subcontractor does not fulfill its commitment during the

Initials:

Contractor Subcontractor

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Contractor Controlled Insurance Program

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term of the Subcontract to utilize the LBE subcontractor. Subcontractor shall include a contract provision in all LBE subcontracts requiring Subcontractor to compensate a LBE subcontractor if Contractor fails to comply with its commitment to utilize LBE subcontractors. The forgoing provisions shall be enforceable in a court of competent jurisdiction.

12. SUBCONTRACTS. The Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract Clauses in 29 CFR 5.5.

13. PREVAILING WAGE AND PUBLIC WORK REGISTRATION SUPPLEMENT FOR CALIFORNIA PUBLIC WORK PROJECTS - The language relating to eMars in this section is hereby deleted. Subcontractor shall submit certified payrolls in the manner specified by SFPUC.

The Parties are signing this Subcontract on the Agreement Date printed on the first page of this Subcontract.

CONTRACTOR

Sundt/Walsh, A Joint Venture

SUBCONTRACTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Sundt/Walsh Purchase Order
Exhibit D2

Exhibit D2 – POA



PURCHASE ORDER

Buyer/Contract Sundt/Walsh, A Joint Venture 2620 South 55th Street Tempe, AZ 85282 License Number: CA 1012801	P.O. Number: 861664-02 P.O. Date: 1/15/2017 Contractor Job No.: 861664 Prime Contract No.: WW-628 Prime Contract Date: August 15, 2016
Seller: dba Legal Address: Remittance Address: SAME AS ABOVE (if different) Telephone: Contact:	Owner: San Francisco Public Utilities Commissio Address: 525 Golden Gate Ave 8th Fl San Francisco, CA 94102 Project: SEWPCP New Headworks Facility Location: 750 Phelps St San Francisco, CA 94124

1. GENERAL INFORMATION

The words "Project," "Project Location," "Owner," "Prime Contract," and "P.O. Date" mean the Project, Project Location, Owner, Prime Contract, and P.O. Date shown above. The word "Project site" is synonymous with "Project Location." The words "day" or "days" mean calendar days unless otherwise specified.

Terms:

Delivery Details:

2. SCOPE

2.1 Materials or Equipment.

Item No.	Unit Description	Amount
----------	------------------	--------

Total Purchase Order Amount:

2.2 Drawings and Specifications. All drawings, specifications, and other data submitted to Seller by Buyer and referred to below are incorporated herein and made a part of this Purchase Order. In addition, the general provisions of the Prime Contract between the Owner and Buyer ("Prime Contract"), including requirements for submittals and payment applicable to goods, materials or equipment to be provided under this Purchase Order, and any safety requirements of the Buyer are attached and incorporated by reference. All goods, materials, and equipment furnished under this Purchase Order shall strictly conform to the drawings, specifications, descriptions, and the warranties set forth in this Purchase Order, and to other information as may be incorporated herein.

2.2.1 Documents.

This section not used.

2.2.2 Drawings.

This section not used. See Documents described above

PURCHASE ORDER

PURCHASE ORDER TERMS AND CONDITIONS

3. PRICE

Buyer shall pay Seller for the provision of material and/or equipment and for any incidental services as identified in subsection 2.1 (Materials or Equipment) the total sum of **zero dollars (\$0)**. Prices stated on this Purchase Order include all applicable federal, state and local taxes. Unless otherwise indicated, prices shall include costs or deposits for shipping or packing materials. The price is firm unless otherwise agreed to in writing by Buyer and Seller.

4. ACCEPTANCE

Acceptance of this Purchase Order is limited to the terms and conditions stated herein, and no purported additional or different terms, conditions, revisions of, additions to, or deletions from this Purchase Order, or instructions proposed by Seller shall be effective, whether in Seller's proposal, invoice, acknowledgment or otherwise, and no local, general or trade custom or usage, shall be deemed to effect any variation in this Purchase Order unless expressly agreed to in writing by Buyer. Seller shall be bound by this Purchase Order when (1) it executes and delivers to Buyer the original copy of this Purchase Order or, (2) when it delivers to Buyer any of the goods, materials or equipment, or (3) renders for Buyer any of the incidental services ordered, if any.

5. EXTENT OF AGREEMENT

To the extent incidental services are performed by Seller under this Purchase Order for the sale of goods, such incidental services shall be regarded as goods. Nothing in this Purchase Order shall be construed to create a contractual relationship between persons or entities other than Buyer and Seller. Except as otherwise provided, this Purchase Order is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral.

6. PAYMENTS

6.1 From payments received from Owner, Buyer agrees to pay Seller for the Services furnished as specified at the rates set forth in Subsection 2.1 (Description of Services), subject to additions and deductions for changes as agreed to by the Parties.

6.2 Taxes. Seller warrants that the prices stated in Subsection 2.1 include all costs to complete all the Services as specified, including payment of all taxes of any nature that may be assessed against Seller in performing the Services.

6.3 Liens and Encumbrances. Seller warrants that at the time it invoices for Services rendered, such Services will be free and clear of liens and encumbrances.

6.4 Withholding of Funds. In the event of a breach by Seller of any material provision of this Purchase Order, or in the event of the assertion by third parties of any claim or lien against Buyer, Buyer's Bond, or the premises upon which the Jobsite is located, arising from or relating to Seller's performance of this Purchase Order, Buyer shall have the right to retain out of any payments due to Seller or to become due, an amount sufficient to completely protect Buyer from all loss, damage or expense resulting from such breach, claim or lien, until Seller remedies or adjusts the circumstances to Buyer's reasonable satisfaction.

7. TEXTURA™ CONSTRUCTION PAYMENT MANAGEMENT SYSTEM

Exhibit D2 – POA

PURCHASE ORDER

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Unless otherwise authorized in writing by Buyer, Seller's applications for payment and all documents supporting applications for payment, including but not limited to lien waivers, sworn statements, and similar documents for Seller and its lower-tier subcontractors shall be in electronic format and must be submitted to Contractor using the Textura online payment system. Seller shall pay all enrollment and transaction fees and sales taxes related to its use of Textura. Seller shall include a similar provision in its lower-tier subcontracts. Buyer will deduct Textura services fees from the amount owed to Seller. Seller is responsible for all taxes on Textura-CPM fees. Textura services fees are subject to change by Textura Corp. Textura fees to Subcontractor's lower-tier subcontractors are a one-time fixed fee of \$100 per lower-tier subcontractor. Consult the Textura Corp website at www.texturacorp.com for Textura enrollment and transaction fees and tax information.

8. SCHEDULE

Time is of the essence of this Purchase Order. Delivery shall be made as specified on the face of this Purchase Order. Buyer reserves the right to reject goods and to cancel all or any portion of this Purchase Order if Seller fails to deliver the goods at the time and place specified. Buyer's acceptance of any part of a shipment not delivered as specified herein does not obligate Buyer to accept the remainder of that shipment or any future shipments. All goods are received subject to Buyer's inspection and acceptance, and subject to Buyer's right to reject and return at Seller's expense goods which fail to conform strictly to the requirements of this Purchase Order. All goods, materials, and equipment are subject to inspection and testing by Buyer at manufacturer's plant.

9. LIQUIDATED DAMAGES

The Prime Contract may contain a liquidated damages clause under which Buyer may be liable for liquidated damages or other damages for delay in completing the Project. Should Seller default in the performance of this Purchase Order, which default causes delay to the critical path of the Project, Seller shall be liable for any and all loss and damages including liquidated damages sustained by Buyer as a result of such default. Seller shall not be liable under this Section 9 if such default is caused by strike, lockout, act of God or other reason beyond the control of the Seller, to the extent that any of the foregoing constitutes valid excuse for delay under the Prime Contract, provided that notice of same shall be furnished in writing by Seller to Buyer within forty eight (48) hours of occurrence. Seller's liability for liquidated damages is limited to only those liquidated damages that Buyer actually pays and for which Buyer can establish Seller's responsibility.

10. WARRANTY

In addition to any warranty in fact or implied by law, Seller hereby expressly warrants that all materials or equipment covered by this Purchase Order shall conform to the drawings, specifications, data, samples or other description, furnished or incorporated as part of this Purchase Order in accordance with Section 6 (Drawings and Specifications), and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Seller specifically warrants and guarantees the materials or equipment and shall make good at Seller's expense, any defect in materials or workmanship that may be discovered, excluding ordinary wear and tear, abuse, lack of proper maintenance, and modification not performed by Seller. These warranties shall survive inspection, acceptance, and payment of and for said materials or equipment. These warranties shall extend to the Buyer, its successors, assigns, customers, and users of its customers' products and Seller shall provide directly to the ultimate users written evidence of these warranties as required.

11. SAFETY

Buyer contracts with Seller as an independent contractor to provide all labor, materials, equipment, and incidental services necessary or incidental to perform this Purchase Order, subject as an employer to all applicable unemployment compensation, occupational health and safety, or similar statutes. Seller shall comply with all current safety requirements of Buyer identified in this Purchase Order, as well as all federal, state and local laws and regulations.

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12. SUBMITTALS

Within **30** days after acceptance of this Purchase Order, and in any event in such time and sequence so as not to delay Buyer or Owner in the performance of the Contract, Seller shall submit for approval to Buyer **1 electronic & 8 hard** copies of all shop drawings, samples, product data, manufacturers' literature, and similar submittals required by the Purchase Order. Seller shall be responsible to Buyer for the accuracy and conformity of its submittals to the Purchase Order. The approval of any Seller submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Purchase Order unless express written approval is obtained from Buyer authorizing such deviation, substitution or change. In the event that the Prime Contract does not contain submittal requirements pertaining to the Purchase Order, Seller agrees upon request to submit in a timely fashion to Buyer for approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by Buyer, Owner or Architect/Engineer. Buyer is entitled to rely on the adequacy, accuracy, and completeness of any professional certifications required by the Purchase Order concerning the performance criteria of systems, equipment or materials, including all relevant calculations and any governing performance requirements.

13. SHIPPING/RISK OF LOSS/TITLE

Shipping instructions furnished by Buyer shall be strictly complied with and shall be considered a part of this Purchase Order. Seller shall give Buyer twenty-four (24) hours notice prior to the delivery of any materials or equipment. Any provisions for delivery of materials or equipment by installment shall not be construed as making the obligations of Seller severable. Shipments sent C.O.D. without Buyer's written consent may be rejected and shall be at Seller's risk. Risk of loss and/or damage shall be upon Seller until the materials or equipment are physically delivered to Buyer at the Project or other authorized destination(s), unless otherwise agreed to in writing and signed by Buyer. Clear title to the goods shall pass to Buyer at the time that conforming goods are received and accepted by Buyer.

14. MATERIAL SAFETY DATA SHEETS

Prior to delivery, Seller shall submit to Buyer all Material Safety Data Sheets required by law for goods, materials or substances sold to Buyer.

15. INSPECTION

Except as otherwise provided in this Purchase Order, all shipments shall be subject to final inspection by Buyer after receipt by Buyer at destination. Shipments shall be accompanied by detailed delivery tickets to assist Buyer in its inspection. Buyer has the right to reject and refuse acceptance of materials or equipment that are not in accordance with specifications, drawings or other data identified in Section 2 (Materials or Equipment) or Seller's warranty as provided in Section 10 (Warranty). Buyer may deduct from any amount owed to Seller under this Purchase Order the reasonable cost of inspecting materials or equipment rejected. Materials or equipment not accepted shall, at Buyer's option be (a) returned to Seller at Seller's expense; (b) held by Buyer at Seller's expense; (c) held by Buyer for an equitable reduction in price; or (d) repaired by Buyer at Seller's expense. Payment for any materials or equipment shall not constitute acceptance. Buyer has the right to inspect all materials or equipment during any stage of manufacture or production by Seller or Seller's supplier(s), to audit quality assurance programs, and to otherwise assure quality control in the production and manufacture of the materials or equipment hereunder by Seller or Seller's supplier(s), and Seller shall provide reasonable access, facilities, and assistance for the safe and convenient inspection and/or audit at Seller's plant or its supplier(s) plant. Incorporation of the materials or equipment into the Project shall constitute acceptance by Buyer of such materials or equipment and incidental services, subject to Seller's warranty obligations. Acceptance by Buyer shall not constitute acceptance as to latent or hidden defects not subject to discovery upon reasonable inspection.

16. PACKING, MARKING AND INVOICING

A packing list shall be included with each shipment. Two copies of Seller's invoices, together with original bills of lading, properly signed by the freight carrier's representative, shall be forwarded to Buyer not later than the day after shipments are made. Individual invoices shall be issued for each separate shipment. Buyer will not be charged for packaging, boxing,

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crating or cartage. All invoices, packing lists, bills of lading, and each separate package within each shipment must clearly reference Buyer's Purchase Order number and Seller's packing slip number. Partial shipments must be identified as such on the shipping memoranda and invoices.

17. PLANT INSPECTION

Seller agrees that Buyer shall, upon forty-eight (48) hours written notice, which notice may, at Buyer's option, be delivered by any electronic format, have the right and shall be admitted to Seller's facilities to inspect goods or materials that are the subject matter of this Purchase Order.

18. COMPLIANCE WITH LAWS; FEDERAL IMMIGRATION LAW; E-VERIFY; EQUAL EMPLOYMENT OPPORTUNITY

Seller shall comply with all federal, state and local laws, regulations, codes and ordinances ("Laws") applicable to Seller, Buyer, and/or the incidental services covered by this Purchase Order, including but not limited to any such Laws relating to health and safety of any person; the environment; hazardous substances; labor and employment; immigration; disadvantaged business enterprises; and civil rights. Seller shall be liable to Buyer for all loss, cost, and expense attributable to any act or omission by Seller resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties or corrective measures.

18.1 Compliance with Laws. Seller shall fully comply with all laws, order, citations, rules, regulations, standards, and statutes affecting or relating to this Purchase Order or its performance, including but not limited to those with respect to payment of employees and workers, occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention and safety programs of Owner and Buyer. Seller agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, creed, color, national origin or sexual orientation, and further agrees to insert the this Section 18 in all subcontracts or purchase orders it may enter that are related to this Purchase Order.

18.2 Compliance with Federal Immigration Laws; E-Verify

18.2.1 Seller warrants it is in compliance with all applicable state and federal immigration laws and regulations relating to Seller's employees.

19. CHANGES

Buyer has the right at any time to make changes in specifications, drawings or other data incorporated in this Purchase Order, methods of shipment or packing, place of delivery, and time of delivery. Any difference in price resulting from such changes shall be equitably adjusted and this Purchase Order will be modified in writing accordingly.

20. INSURANCE

In the event that Seller or its employees or agents are required to come onto a Worksite or project of Buyer in connection with the sale of goods, materials or equipment or the rendering of incidental services under this Purchase Order, including delivery of materials, Seller shall, prior to entrance on the Worksite or delivery of materials, purchase and maintain insurance that will protect it from the claims arising out of its operations under this Purchase Order, including but not limited to Worker's Compensation Insurance, Commercial General Liability, and Automobile Liability Insurance. Seller shall maintain insurance coverage with at least the limits of liability in a company or companies satisfactory to Buyer as set forth below.

20.1 Commercial General Liability Insurance Limits.

- 20.1.1** \$2,000,000 - General aggregate
- 20.1.2** \$2,000,000 - Products-completed operations aggregate
- 20.1.3** \$1,000,000 - Personal injury liability

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20.1.4 \$1,000,000 - Each occurrence

20.2 Business Automobile Liability Insurance Limit.

20.2.1 \$2,000,000 - Each accident

20.3 Workers' Compensation and Employer's Liability Insurance Limits.

(Including Longshore and Harbor Workers Compensation Act and Jones Act where applicable)

- 20.3.1** \$1,000,000 - Each Accident (Bodily Injury by Accident)
- 20.3.2** \$1,000,000 - Disease - Policy Limit (Bodily Injury by Disease)
- 20.3.3** \$1,000,000 - Disease - Each Employee (Bodily Injury by Disease)

An umbrella or excess liability policy may be used to provide the required minimum limits

20.4 General Provisions.

20.4.1 Carrier. Seller's insurance companies **MUST BE RATED A-VII OR BETTER** by A.M. Best **AND** authorized to do business in the State of Operations, that is, in the state where performance of Purchase Order Work and the installation of materials occur.

20.4.2 Occurrence Form. All policies shall be an **occurrence basis** form. "Modified occurrence" and "claims made" policies are **NOT** acceptable.

20.4.3 Multiple Projects. An Insurance Certificate **may cover multiple jobs if it states "All States of Operations"** and conforms to all other applicable requirements specified in Subsections 20.3 and 20.4.

20.4.4 Contractual Liability. General Liability insurance must include contractual liability for the indemnity/hold harmless agreements assumed in this Purchase Order and the **Prime Contract for all of Seller's activities.**

20.4.5 Waivers of Subrogation. To the fullest extent permitted by law, Seller's Workers' Compensation, General Liability, Auto Liability, Auto Physical Damage, Contractors Equipment, and any Cargo/Builders Risk/Installation Floater policies must permit waivers of subrogation in favor of the Additional Insureds shown in section 20.5.2.

20.4.6 Auto Liability. Auto liability insurance must cover owned, hired, and non-owned vehicles and to the fullest extent permitted by law must include the vicarious liability of the Buyer (Sundt/Walsh, A Joint Venture, Sundt/Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, Inc. and Sundt Construction, Inc.), the Project Owner, their respective directors, officers, agents, employees and others as required by written contract. If necessary, ISO endorsement CA 20 48, Designated Insured, may be used which will be attached to the certificate of insurance.

20.5 All Certificates of Insurance Must Provide:

20.5.1 Certificate of Insurance/Endorsements. Prior to commencement of the Purchase Order Work, Seller shall furnish Buyer (Sundt/Walsh, A Joint Venture, Sundt/Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, Inc. and Sundt Construction, Inc.) with certificates of insurance evidencing the required coverage and will attach endorsements for 1) Commercial General Liability Additional Insured and Waiver of Subrogation and 2) Workers Compensation Waiver of Subrogation.

20.5.2 Additional Insured for Commercial General Liability. To the fullest extent permitted by law, Buyer

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(Sundt/Walsh, A Joint Venture, Sundt/Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, Inc. and Sundt Construction, Inc.), and their parents, subsidiaries and affiliates, the Owner, and the directors, officers, agents and employees, and others as required by written contract shall be named as “Additional Insureds” with respect to bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Seller, or those acting on Seller’s behalf, in the performance of Seller’s Work for Buyer.

- 20.5.3 **Primary Insurance.** Seller’s general liability policy will be primary.
- 20.5.4 **General Liability Waiver of Subrogation.** To the fullest extent permitted by law, coverage must include a waiver of subrogation endorsement in favor of the Additional Insureds 20.5.2.
- 20.5.5 **Workers’ Compensation Waiver of Subrogation.** To the fullest extent permitted by law, coverage must include a waiver of subrogation endorsement in favor of the Additional Insureds in 20.5.2 which will be attached to the certificate of insurance.
- 20.5.6 **Incorrect Certificate.** The acceptance of an incorrect certificate of insurance by Buyer **does not waive Seller’s obligations** to comply with the insurance requirements specified in this Purchase Order.
- 20.5.7 **Minimum Policy Limits.** The policy limits shown are the minimum acceptable limits of coverage and do not restrict, limit or waive any obligations or responsibilities Seller has under this Purchase Order or the Prime Contract. If Seller maintains or obtains limits in excess of these requirements, those limits shall apply for the benefit of the Additional Insureds and Indemnified Parties.

21. INDEMNIFICATION

To the fullest extent permitted by law, Seller shall indemnify, defend, and hold harmless Buyer and its agents, consultants, employees, and others as required by this Purchase Order (“Indemnified Parties”) from and against claims, demands, causes of action, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys’ fees and any costs out of defense) (collectively “Losses”) arising out of or incident to Seller’s performance of this Purchase Order, including such Losses which may be incurred by Buyer by virtue of defective materials or workmanship in the goods, materials or equipment furnished, or for the presence of Seller, its employees, agents or invitees (“Seller Parties”) on Buyer’s premises and project site, provided that such Losses are attributable to (a) the negligence or willful misconduct of Seller Parties, (b) the failure of Seller Parties to comply with applicable laws, or (c) bodily injury, sickness, disease or death (including but not limited to bodily injury, sickness, disease or death of the employees of Seller or Buyer), or to damage to or destruction of tangible property (including the loss of use thereof); in each case regardless of whether or not caused in part by the negligence or other fault of any Indemnified Party, provided that Seller shall not be liable for Losses caused by the negligence or willful misconduct of any Indemnified Party. Seller agrees to indemnify and hold harmless Buyer from any costs arising out of a breach of warranty or incurred in connection with the enforcement of the warranty under Section 10 (Warranty).

22. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as may be otherwise provided in or inconsistent with the Prime Contract, neither Party is liable to the other for any special, consequential, or exemplary damages of any kind.

23. PATENTS

Seller shall indemnify, defend, and hold Buyer harmless from all suits or claims for infringement of any patent rights or copyrights arising out of the use or sale of the materials or equipment purchased and shall pay and discharge any and all judgments or decrees that may be rendered in any such suit, action or proceedings. Seller’s obligations under this Section

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23 shall not apply to materials or equipment specified by Buyer.

24. CANCELLATION

Should Seller fail to deliver items and materials or perform the incidental services required within the time provided under this Purchase Order or any mutually agreed upon extension of time, or should Seller fail to perform any of the provisions of this Purchase Order or fail to make progress so as to endanger performance of this Purchase Order in accordance with its terms, Buyer may cancel this Purchase Order. Such cancellation will be in writing. The rights and remedies of Buyer provided in this Section 24 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

25. TERMINATION

Buyer may at any time, with seven (7) days written notice to Seller, terminate this Purchase Order for the convenience of Buyer. In the event of such termination for convenience, Buyer shall pay Seller as its entire and sole compensation its actual and reasonable costs of furnishing materials or equipment to the date of termination, as determined by audit of Seller’s records, plus a reasonable markup for overhead and profit, but in no event shall such amounts due hereunder exceed the total Purchase Order Price. Seller shall make its records available at reasonable times and places for Buyer’s audit. In the event any termination of Seller for default under Section 24 (Cancellation) is later determined to have been improper, such termination shall automatically be deemed a termination for convenience, and Seller shall be limited in its recovery strictly to the compensation provided for in this Section 25.

26. DISPUTE RESOLUTION

26.1 All disputes, controversies, and claims (“Dispute” or collectively “Disputes”) arising out of or related to this Purchase Order or the breach of this Purchase Order, including the determination of the scope or applicability of the requirements in this Section 26, shall be finally resolved in accordance with the following process. Any Dispute not resolved through Direct Discussions or Mediation shall be finally resolved by way of binding Arbitration.

26.1.1 **Direct Discussions.** The Parties to this Purchase Order intend, to the maximum extent feasible, to resolve all Disputes at the project level. Disputes not resolved at the project level shall be timely escalated to the Parties’ senior management, senior management will then use good faith efforts to settle the Dispute. If after a reasonable time the Parties’ senior management are unable achieve a resolution, then the Parties shall mediate as set forth in Section 26.1.2.

26.1.2 **Mediation.** Mediation is required and is a condition precedent to the pursuit of further dispute resolution proceedings; provided, however, the Parties may mutually agree in writing to waive this Mediation requirement. The Parties shall make every reasonable effort to conduct the Mediation as soon as possible, but in any case not later than 90 calendar days after senior management first takes up efforts to resolve the Dispute pursuant to Section 26.1.1. The Mediation shall be non-administered, however, it will be conducted in accordance with either the current version of the Judicial Arbitration and Mediation Services (“JAMS”) International Mediation Rules or the current version of the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA”), as the Parties agree. If, after good faith efforts, the Parties cannot agree on a mediator, then the Mediation shall be administered using either JAMS or AAA. Selection of the Mediation provider, either JAMS or AAA, shall be by mutual agreement or if no agreement is reached, then the Buyer shall make the election. The Parties will cooperate with JAMS / AAA and with one another in selecting a mediator from the JAMS / AAA panel of neutrals. The Parties agree that they will participate in the Mediation in good faith and that they will share equally in its costs. Unless otherwise agreed to in writing, the Mediation shall be conducted in the city of Buyer’s main regional office that is located closest to the project location.

26.1.3 **Arbitration.** A Dispute that is not resolved by Mediation shall be resolved through final binding Arbitration. Unless the Parties otherwise agree, the Arbitration will be held in the city of Buyer’s main regional office

Exhibit D2 – POA

PURCHASE ORDER

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which is located closest to the project location. The Arbitration shall be non-administered and shall be conducted before arbitrator(s) according to mutually acceptable rules and reasonable limitations on discovery; however, if the Parties cannot agree on the rules or if the Parties are unable to agree upon the arbitrator(s) or procedures governing the proceedings within thirty (30) days following the Buyer's election to arbitrate, then the current Construction Industry Arbitration Rules of the AAA will govern and the arbitrator(s) shall be appointed as provided in those Rules. If the Parties are unable to agree upon the scope of discovery, the arbitrator(s) shall impose such limitations on discovery as are reasonable to limit the cost, time, and burden on the Parties and to focus on the issues in dispute. Unless the Parties otherwise agree, Arbitration must commence as soon as feasibly possible, but in any case, not later than 180 calendar days after the date the demand for Arbitration is served on the responding Party. The agreement to arbitrate, and any agreement to arbitrate with additional Parties duly consented to by the Parties, is specifically enforceable under the prevailing arbitration laws in force in the jurisdiction where the Arbitration is conducted. All expenses and fees of the arbitrator(s) shall be borne equally by the Parties. The Parties agree that the arbitrator(s) shall have no authority to award attorney's fees, costs or expenses as part of any interim or final award. The arbitrator(s) also shall have no authority to award consequential, punitive, incidental, indirect or exemplary damages as part of any interim or final award. Any monetary award shall accrue interest from 30 days after the date of the final Award at the maximum post-judgment interest rate as provided by statute in the State in which the project is located. The decision and award of the arbitrator(s) will be final and conclusive, and the Parties agree to abide by all such decisions and awards. Judgment on decisions and awards may be entered by any court having jurisdiction. The arbitration shall be governed by the laws of the State wherein the project is located. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content or results of any Arbitration hereunder without the prior written consent of both Parties.

26.1.4 Coordination with Legal and Equitable Proceedings. A demand for Arbitration may not be made after the date when institution of legal or equitable proceedings would be barred by any applicable statute of limitation. A Party does not violate this Section 26.1.4 by filing suit in a court of competent jurisdiction if: (1) the Party files suit to prevent the running of the statute of limitations or to obtain the benefit of some provisional remedy such as attachment or injunctive relief, and (2) the Party commencing suit agrees to contemporaneously stay the court proceedings pending Arbitration under this Purchase Order.

26.2 Joinder. Provider agrees to become a party to any other Arbitration proceeding in which Contractor or the Owner is bound to arbitrate if such proceeding directly concerns this Purchase Order.

26.3 Continuing Performance.

26.3.1 Each Party shall diligently continue to perform all of its obligations assumed under this Purchase Order pending final resolution of any Dispute.

26.3.2 Seller agrees that if during the pendency of the dispute resolution process, the Owner issues a written order to Buyer directing Buyer to perform disputed work and the disputed work directly involves this Purchase Order, then, upon receiving a written order from Buyer to so perform, Seller shall undertake or continue to perform in accordance with Buyer's directions. Seller's performance pursuant to Buyer's written order shall not in any way be construed as a waiver of Seller's dispute or claim rights under this Purchase Order; however, Seller's refusal to so perform shall be a breach of the Purchase Order.

27. ASSIGNMENT

No assignment of this Purchase Order or of any right, obligation or interest in proceeds or any delegation of duty under this Purchase Order shall be made without the express written consent of Buyer's authorized agent and any attempted assignment or delegation without such consent shall be void. Buyer shall be entitled at all times to set-off any amount owing to Seller from Buyer under this Purchase Order against any amounts otherwise payable to Seller.

28. ENTIRE AGREEMENT

PURCHASE ORDER

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This Purchase Order and attached exhibits, if any, is complete, fully integrated, and contains the entire agreement between Buyer and Seller with respect to the subject matter of the Purchase Order. This Purchase Order supersedes all prior negotiations, agreements, and understandings respecting this Purchase Order, and supersedes all other writings or prior or contemporaneous oral agreements or representations. This Purchase Order can only be modified by written agreement duly executed by authorized representatives of the Parties.

29. NO WAIVER

Buyer's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege provided in this Purchase Order, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege.

30. HEADINGS

Section and subsection headings in this Purchase Order are solely for convenience and do not affect the meaning, interpretation, or effect of this Purchase Order.

31. NEUTRAL INTERPRETATION

The Parties expressly agree that this Purchase Order was jointly drafted and that they both had the opportunity to negotiate its terms and to obtain assistance of counsel in reviewing its terms prior to execution. Therefore, the Parties agree that this Purchase Order shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

The Parties are signing this Purchase Order on the P.O. Date printed on the first page of this Purchase Order.

BUYER

Sundt/Walsh, A Joint Venture

By: _____

Printed Name: _____

Title: _____

SELLER

By: _____

Printed Name: _____

Title: _____

Sundt/Walsh Purchase Order for Services
Exhibit D3

Exhibit D3 – POS



PURCHASE ORDER FOR SERVICES

Contractor: Sundt/Walsh, A Joint Venture 2620 South 55th Street Tempe, AZ 85282	P.O. Number: 861664-02 P.O. Date: 1/15/2017 Contractor Job No.: 861664 Prime Contract No.: WW-628 Prime Contract Date: August 15, 2016
License Number: CA 1012801	
Provider: dba	Owner: San Francisco Public Utilities Commissio
Legal Address:	Address: 525 Golden Gate Ave 8th Fl San Francisco, CA 94102
Remittance Address: SAME AS ABOVE (if different)	Project: SEWPCP New Headworks Facility
Telephone:	Location: 750 Phelps St San Francisco, CA 94124
Contact:	

This Purchase Order for Services ("Purchase Order") is dated as of the P.O. Date above and is between Sundt/Walsh, A Joint Venture, an Arizona corporation ("Contractor") and ("Provider")(collectively the "Parties").

The Parties agree as follows:

1. GENERAL

The words "Project," "Project Location," "Owner," "Prime Contract," and "P.O. Date" mean the Project, Project Location, Owner, Prime Contract, and P.O. Date shown above. The word "Project site" is synonymous with "Project Location." The words "day" or "days" mean calendar days unless otherwise specified.

Terms:

Delivery Details:

2. SCOPE OF SERVICES

Provider shall furnish all labor, material, supplies, equipment, tools, incidental services, supervision, and other facilities, as necessary, for the prompt and efficient execution of the following services ("Services") at the Project Location, in accordance with the terms and conditions of this Purchase Order and Prime Contract as may be applicable:

2.1 Description of Services.

Item No.	Service	Amount
Total Purchase Order Amount:		

2.2 Drawings and Documents. The following drawings and/or documents are incorporated into this Purchase Order. If drawings and/or documents are listed in this Subsection 2.2, then Provider shall perform its scope of services in accordance with the listed drawings and/or documents. If no drawings or documents are listed, then this Subsection 2.2 does not apply to Provider's scope of services.

PURCHASE ORDER FOR SERVICES

2.2.1 Documents.

This section not used.

2.2.2 Drawings.

This section not used. See Documents described above

3. PAYMENTS

3.1 From payments received from Owner, Contractor agrees to pay Provider for the Services furnished as specified at the rates set forth in Subsection 2.1 (Description of Services), subject to additions and deductions for changes as agreed to by the Parties.

3.2 Taxes. Provider warrants that the prices stated in Subsection 2.1 include all costs to complete all the Services as specified, including payment of all taxes of any nature that may be assessed against Provider in performing the Services.

3.3 Liens and Encumbrances. Provider warrants that at the time it invoices for Services rendered, such Services will be free and clear of liens and encumbrances.

3.4 Withholding of Funds. In the event of a breach by Provider of any material provision of this Purchase Order, or in the event of the assertion by third parties of any claim or lien against Contractor, Contractor's Bond, or the premises upon which the Jobsite is located, arising from or relating to Provider's performance of this Purchase Order, Contractor shall have the right to retain out of any payments due to Provider or to become due, an amount sufficient to completely protect Contractor from all loss, damage or expense resulting from such breach, claim or lien, until Provider remedies or adjusts the circumstances to Contractor's reasonable satisfaction.

4. TEXTURA™ CONSTRUCTION PAYMENT MANAGEMENT SYSTEM

Unless otherwise authorized in writing by Contractor, Provider's applications for payment and all documents supporting applications for payment, including but not limited to lien waivers, sworn statements, and similar documents for Provider and its lower-tier subcontractors shall be in electronic format and must be submitted to Contractor using the Textura online payment system. Provider shall pay all enrollment and transaction fees and sales taxes related to its use of Textura. Provider shall include a similar provision in its lower-tier subcontracts. Contractor will deduct Textura services fees from the amount owed to Provider. Provider is responsible for all taxes on Textura-CPM fees. Textura services fees are subject to change by Textura Corp. Textura fees to Subcontractor's lower-tier subcontractors are a one-time fixed fee of \$100 per lower-tier subcontractor. Consult the Textura Corp website at www.texturacorp.com for Textura enrollment and transaction fees and tax information.

5. SCHEDULE

Time is of the essence of this Purchase Order. Provider agrees to perform the Services on or not later than the Delivery Date or Dates specified above.

6. WARRANTY

6.1 Non-Professional Services. Provider warrants to Owner and Contractor that all Services provided under this Purchase Order will be performed expeditiously and in a good and workmanlike manner and with due care; shall be of good quality, free from defects and in conformance with the requirements of this Purchase Order.

Exhibit D3 – POS

PURCHASE ORDER FOR SERVICES

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6.2 Professional Services. If Provider is performing a professional service such as design, engineering, surveying, inspection, and testing, the warranty in Subsection 6.1 does not apply. Instead, Provider shall comply with the following standard of care: The standard of care for all professional design, engineering, surveying, inspection, and testing services performed by Provider and its subcontractors in accordance with this Purchase Order shall be the care, skill, and diligence ordinarily used by members of the respective profession practicing under similar conditions at the same time and locality of the Project. Provider makes no warranties, express or implied, under this Purchase Order and is not liable for any warranties or guarantees in the Prime Contract.

7. COMPLIANCE WITH LAWS; FEDERAL IMMIGRATION LAW; E-VERIFY; EQUAL EMPLOYMENT OPPORTUNITY

Provider shall comply with all federal, state and local laws, regulations, codes and ordinances ("Laws") applicable to Provider, Contractor, and/or the incidental services covered by this Purchase Order, including but not limited to those with Laws relating to health and safety of any person; the environment; hazardous substances; labor and employment; immigration; disadvantaged business enterprises; and civil rights. Provider shall be liable to Contractor for all loss, cost, and expense attributable to any act or omission by Provider resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties or corrective measures.

7.1 Compliance with Laws. Provider shall fully comply with all laws, order, citations, rules, regulations, standards, and statutes affecting or relating to this Purchase Order or its performance, including but not limited to those with respect to payment of employees and workers, occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention and safety programs of Owner and Contractor. Provider agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, creed, color, national origin or sexual orientation, and further agrees to insert the this Section 7 in all subcontracts or purchase orders it may enter that are related to this Purchase Order.

7.2 Compliance with Federal Immigration Laws; E-Verify

7.2.1 Provider warrants it is in compliance with all applicable state and federal immigration laws and regulations relating to Provider's employees.

8. CHANGES

8.1 Contractor may, at any time, by written change order, make changes in the Services within the general scope of this Purchase Order, including changes-

8.1.1 Adding to and/or deleting Services;

8.1.2 In the time of performance of Services;

8.1.3 Directing acceleration in the performance of Services.

8.2 Any other written order, direction, instruction, interpretation, or determination from Contractor's designated project manager or designated representative that causes a change order under this subsection 8.2, as long as Provider gives Contractor notice not later than 48-hours after the occurrence stating-

8.2.1 The date, circumstances, and source of the alleged order; and

8.2.2 That Provider regards the alleged order as a change order.

8.3 Contractor's designated project manager or designated representative are the only Contractor personnel

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authorized to issue written orders, directions, instructions, interpretations, and determinations. A written order, direction, instruction, interpretation, or determination from any other person except Contractor's designated project manager or designated representative is unauthorized and void. Provider is not entitled to a change order under this Section, nor is Provider entitled to assert a claim under Section 13 (Dispute Resolution Procedures), should Provider elect to perform in accordance with an unauthorized written or oral order, direction, instruction, interpretation, or determination.

8.4 Except as otherwise set forth in this Section, no other order, statement, or conduct of Contractor shall be a change under this Section or entitle Provider to an adjustment in the Purchase Order Amount or time for Provider's performance.

8.5 If any change under this Section causes an increase or decrease in Provider's cost of, or the time required for, the performance of any part of the Services, Contractor will modify the Purchase Order in writing. No adjustment for any change under this subsection 8.5 will be made for any costs incurred more than 20 Days before Provider gives Contractor the notice required by subsection 8.2.

8.6 Provider must assert its right to an adjustment under this Section within 30 Days after (1) receipt of a written change order under subsection 8.4 or (2) the furnishing of notice under subsection 8.2, by submitting a written statement to Contractor describing in detail the nature and amount of the proposal.

8.7 No proposal by Provider for a contract adjustment will be allowed if asserted after final payment.

8.8 A change order issued under this Section is not valid unless it is signed by an authorized Contractor representative. Provider shall not perform changes in the Services until the Parties have both signed an authorized change order except if, as a result of the Parties' inability to agree on the price of a change order, Contractor issues a unilateral change order.

9. INSURANCE

In the event that Provider or its employees or agents are required to come onto a Worksite or project of Contractor in connection with rendering of Services under this Purchase Order, Provider shall, prior to entrance on the Worksite purchase and maintain insurance that will protect it from the claims arising out of its operations under this Purchase Order, including but not limited to Worker's Compensation Insurance, Commercial General Liability, and Automobile Liability Insurance. Provider shall maintain insurance coverage with at least the limits of liability in a company or companies satisfactory to Contractor as set forth below.

9.1 Commercial General Liability Insurance Limits.

- 9.1.1** \$2,000,000 - General aggregate
- 9.1.2** \$2,000,000 - Products-completed operations aggregate
- 9.1.3** \$1,000,000 - Personal injury liability
- 9.1.4** \$1,000,000 - Each occurrence

9.2 Business Automobile Liability Insurance Limit.

- 9.2.1** \$2,000,000 - Each accident

9.3 Workers' Compensation and Employer's Liability Insurance Limits. (Including Longshore and Harbor Workers Compensation Act and Jones Act where applicable)

- 9.3.1** \$1,000,000 - Each Accident (Bodily Injury by Accident)

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- 9.3.2 \$1,000,000 - Disease - Policy Limit (Bodily Injury by Disease)
- 9.3.3 \$1,000,000 - Disease - Each Employee (Bodily Injury by Disease)

An umbrella or excess liability policy may be used to provide the required minimum limits

9.4 Professional Liability Insurance if Provider's services include design, engineering, surveying, inspection, testing or other similar professional services.

Coverage must include a retroactive date which is prior to the commencement of services and coverage shall be maintained for a minimum of five (5) years following completion of services. The minimum limits of insurance are:

- 9.4.1 \$1,000,000 Each Claim
- 9.4.2 \$2,000,000 Aggregate

9.5 General Provisions.

- 9.5.1 **Carrier.** Provider's insurance companies **MUST BE RATED A-VII OR BETTER** by A.M. Best **AND** authorized to do business in the State of Operations, that is, in the state where performance of Purchase Order Work occurs.
- 9.5.2 **Occurrence Form.** All policies, except Professional Liability, shall be an **occurrence basis form**.
- 9.5.3 **Multiple Projects.** An Insurance Certificate **may cover multiple jobs if it states "All States of Operations"** and conforms to all other applicable requirements specified in Subsections 9.3, 9.4 and 9.5.
- 9.5.4 **Contractual Liability.** General Liability insurance must include contractual liability for the indemnity/hold harmless agreements assumed in this Purchase Order and the **Prime Contract for all of Provider's activities**.
- 9.5.5 **Waivers of Subrogation.** To the fullest extent permitted by law, Provider's Workers' Compensation, General Liability, Professional Liability if required, Auto Liability, Auto Physical Damage, and any Property or Inland Marine policies must permit waivers of subrogation in favor of the Additional Insureds shown in section 9.6.2.
- 9.5.6 **Auto Liability.** Auto liability insurance must cover owned, hired, and non-owned vehicles and to the fullest extent permitted by law must include the vicarious liability of the Contractor (Sundt/Walsh, A Joint Venture, Sundt/Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, Inc. and Sundt Construction, Inc.), the Project Owner, their respective directors, officers, agents, employees and others as required by written contract. If necessary, ISO endorsement CA 20 48, Designated Insured, may be used which will be attached to the certificate of insurance.

9.6 All Certificates of Insurance Must Provide:

- 9.6.1 **Certificate of Insurance/Endorsements.** Prior to commencement of the Purchase Order Services, including products and completed operations liability for a term equal to the applicable Statute of Repose in the state in which services are being performed, Provider shall furnish Contractor (Sundt/Walsh, A Joint Venture, Sundt/Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, Inc. and Sundt Construction, Inc.) with certificates of insurance evidencing the required coverage and will attach endorsements for 1) Commercial General Liability Additional Insured and Waiver of Subrogation and 2) Workers Compensation Waiver of Subrogation.

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- 9.6.2 **Additional Insured for Commercial General Liability.** To the fullest extent permitted by law, Contractor (Sundt/Walsh, A Joint Venture, Sundt/Walsh, A Joint Venture, Walsh Construction Group, LLC, The Sundt Companies, Inc. and Sundt Construction, Inc.), and their parents, subsidiaries and affiliates, the Owner, and the directors, officers, agents and employees, and others as required by written contract shall be named as "**Additional Insureds**" with respect to bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Provider, or those acting on Provider's behalf, in the performance of Provider's Services, including products and completed operations liability for a term equal to the applicable Statute of Repose in the state in which services are being performed for Contractor.

- 9.6.3 **Primary Insurance.** Provider's general liability policy will be primary.

- 9.6.4 **General Liability Waiver of Subrogation.** To the fullest extent permitted by law, coverage must include a waiver of subrogation endorsement in favor of the Additional Insureds 9.6.2.

- 9.6.5 **Professional Liability Waiver of Subrogation.** If required by 9.4 above and to the fullest extent permitted by law, coverage must include a waiver of subrogation endorsement in favor of the Additional Insureds in 9.6.2 which will be attached to the certificate of insurance.

- 9.6.6 **Workers' Compensation Waiver of Subrogation.** To the fullest extent permitted by law, coverage must include a waiver of subrogation endorsement in favor of the Additional Insureds in 9.6.2 which will be attached to the certificate of insurance.

- 9.6.7 **Incorrect Certificate.** The acceptance of an incorrect certificate of insurance by Contractor **does not waive Provider's obligations** to comply with the insurance requirements specified in this Purchase Order.

- 9.6.8 **Minimum Policy Limits.** The policy limits shown are the minimum acceptable limits of coverage and do not restrict, limit or waive any obligations or responsibilities Provider has under this Purchase Order or the Prime Contract. If Provider maintains or obtains limits in excess of these requirements, those limits shall apply for the benefit of the Additional Insureds and Indemnified Parties.

10. INDEMNIFICATION

- 10.1 **Obligation.** Provider hereby agrees to indemnify, defend, and hold harmless Owner, Contractor, its joint venture members if Contractor is a joint venture, and their parents, subsidiaries, affiliates, directors, officers, agents, and employees of the foregoing entities (the "Indemnified Parties"), from and against any claims, demands, legal actions, administrative proceedings, damages, liability, interest, attorney's fees, costs, expenses, and losses of any kind (the "Actions") arising from or related to Provider's performance of this Purchase Order. This also includes Actions for death of or injury to any person, including employees of Provider or of any Indemnified Party, or property damage, including the loss of use of property and investigative and other expenses arising out of or related to Provider's performance or non-performance of this Purchase Order or other activities of Provider and its agents, employees or those for whom Provider may be legally liable under this Purchase Order, regardless of whether the claim or liability is caused in part by the negligent act or omission, active or passive, or breach of a statutory duty by an Indemnified Party, except that nothing in this Agreement requires Provider to indemnify an Indemnified Party to the extent of that Indemnified Party's negligence or willful misconduct.

- 10.2 **Workers' Compensation.** In any claim against an Indemnified Party by any employee of Provider, anyone directly or indirectly employed by the Provider, or anyone for whose acts Provider is liable, Provider's indemnification obligation is not limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Provide under workers' compensation statutes, disability benefit statutes, or other employee benefit legislation.

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10.3 Survival of Obligation. The obligations of indemnity in this Section 10 survive the completion or termination of this Purchase Order.

10.4 Obligation. Except as may be otherwise provided in or inconsistent with the Prime Contract, neither Party is liable to the other for any special, consequential, or exemplary damages of any kind.

11. FAILURE TO PERFORM

Provider agrees to reimburse Contractor for loss or damage, including, but not limited to, liquidated damages that Contractor may be required to pay the Owner under the Prime Contract resulting from Provider's failure to properly perform all Services or any portion of the Services, or for Provider's failure to perform any material provision or obligation of this Purchase Order. This agreement by Provider includes reimbursement of Contractor for its reasonable attorney's fees, expenses, and costs paid or incurred by reason of Provider's failure.

12. TERMINATION

12.1 Termination for default. Contractor may, by written notice of default to the Provider, terminate the entire Purchase Order or any lesser part or may terminate Provider's right to proceed under the Purchase Order in any one of the following conditions if Provider:

- 12.1.1 fails to properly perform or make adequate progress in the Purchase Order Work;
- 12.1.2 fails to supply an adequate number of properly skilled workers, proper supervision, or proper materials;
- 12.1.3 fails to perform any material provision or obligation of this Purchase Order;
- 12.1.4 fails to make prompt payment to its sub-subcontractors, suppliers, and vendors;
- 12.1.5 becomes insolvent, is declared bankrupt, files for protection under the bankruptcy code, or makes a general assignment for the benefit of its creditors;
- 12.1.6 fails to comply with any law, ordinance, rule, regulation, or order of any public authority having jurisdiction.

12.2 Termination for convenience. This Purchase Order may be terminated by Contractor upon not less than seven (7) days written notice to Provider for Contractor's convenience and without cause. In this event, Provider will be compensated for Purchase Order Work satisfactorily performed prior to termination plus reasonable settlement costs occasioned by the termination; however, Provider shall not be entitled to recover profit on the value of unperformed Purchase Order Work.

13. DISPUTE RESOLUTION

All disputes, controversies, and claims ("Dispute" or collectively "Disputes") arising out of or related to this Purchase Order for Services ("POS") or the breach of this POS, including the determination of the scope or applicability of the requirements in this Section 13, shall be finally resolved in accordance with the following process. **Any Dispute not resolved through Direct Discussions or Mediation shall be finally resolved by way of binding Arbitration.**

13.1 Disputes Solely Between Contractor and Provider

13.1.1 Direct Discussions. The Parties to this POS intend, to the maximum extent feasible, to resolve all Disputes at the project level. Disputes not resolved at the project level shall be timely escalated to the Parties' senior management, senior management will then use good faith efforts to settle the Dispute. If after a reasonable time

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the Parties' senior management are unable achieve a resolution, then the Parties shall mediate as set forth in [Section 13.2.2](#).

13.1.2 Mediation. Mediation is required and is a condition precedent to the pursuit of further dispute resolution proceedings; provided, however, the Parties may mutually agree in writing to waive this Mediation requirement. The Parties shall make every reasonable effort to conduct the Mediation as soon as possible, but in any case not later than 90 calendar days after senior management first takes up efforts to resolve the Dispute pursuant to [Section 13.1.1](#). The Mediation shall be non-administered; however, it will be conducted in accordance with either the current version of the Judicial Arbitration and Mediations Services ("JAMS") International Mediation Rules or the current version of the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA"), as the Parties agree. If, after good faith efforts, the Parties cannot agree on a mediator, then the Mediation shall be administered using either JAMS or AAA. Selection of the Mediation provider, either JAMS or AAA, shall be by mutual agreement or if no agreement is reached, then Contractor shall make the election. The Parties will cooperate with JAMS / AAA and with one another in selecting a mediator from the JAMS / AAA panel of neutrals. The Parties agree that they will participate in the Mediation in good faith and that they will share equally in its costs. Unless otherwise agreed to in writing, the Mediation shall be conducted in the city of Contractor's main regional office that is located closest to the project location.

13.1.3 Arbitration. A Dispute that is not resolved by Mediation shall be resolved through final binding Arbitration. Unless the Parties otherwise agree, the Arbitration will be held in the city of Contractor's main regional office which is located closest to the project location. The Arbitration shall be non-administered and shall be conducted before arbitrator(s) according to mutually acceptable rules and reasonable limitations on discovery; however, if the Parties cannot agree on the rules or if the Parties are unable to agree upon the arbitrator(s) or procedures governing the proceedings within thirty (30) days following the Contractor's election to arbitrate, then the current Construction Industry Arbitration Rules of the AAA will govern and the arbitrator(s) shall be appointed as provided in those Rules. If the Parties are unable to agree upon the scope of discovery, the arbitrator(s) shall impose such limitations on discovery as are reasonable to limit the cost, time, and burden on the Parties and to focus on the issues in dispute. Unless the Parties otherwise agree, Arbitration must commence as soon as feasibly possible, but in any case, not later than 180 calendar days after the date the demand for Arbitration is served on the responding Party. The agreement to arbitrate, and any agreement to arbitrate with additional Parties duly consented to by the Parties, is specifically enforceable under the prevailing arbitration laws in force in the jurisdiction where the Arbitration is conducted. All expenses and fees of the arbitrator(s) shall be borne equally by the Parties. The Parties agree that the arbitrator(s) shall have no authority to award attorney's fees, costs or expenses as part of any interim or final award. The arbitrator(s) also shall have no authority to award consequential, punitive, incidental, indirect or exemplary damages as part of any interim or final award. Any monetary award shall accrue interest from 30 days after the date of the final Award at the maximum post-judgment interest rate as provided by statute in the State in which the project is located. The decision and award of the arbitrator(s) will be final and conclusive, and the Parties agree to abide by all such decisions and awards. Judgment on decisions and awards may be entered by any court having jurisdiction. The arbitration shall be governed by the laws of the State wherein the project is located. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content or results of any Arbitration hereunder without the prior written consent of both Parties.

13.1.4 Coordination with Legal and Equitable Proceedings. A demand for Arbitration may not be made after the date when institution of legal or equitable proceedings would be barred by any applicable statute of limitation. A Party does not violate this [Section 13.1.4](#) by filing suit in a court of competent jurisdiction if: (1) the Party files suit to prevent the running of the statute of limitations or to obtain the benefit of some provisional remedy such as attachment or injunctive relief, and (2) the Party commencing suit agrees to contemporaneously stay the court proceedings pending Arbitration under this POS.

13.2 Disputes Involving the Owner. All Disputes or claims (as defined in the Prime Contract) involving the Owner, the

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Contractor, and the Provider, and all Disputes directly between the Owner and Provider shall be resolved in strict compliance with the disputes or claims provisions in the Prime Contract, and also as modified by the following additional requirements as it relates to the Provider:

- (i) Provider agrees to be bound by any final determination rendered on its claims, whether pursuant to any such clause or otherwise, and Provider shall in no event be entitled to receive any greater amount from Contractor than Contractor is entitled to and actually does receive from Owner on account of Provider's claims, less any markups, fees or costs incurred by Contractor and to which Contractor is otherwise entitled, and Provider specifically agrees that it will accept such amount, if any, received by Contractor from Owner as full satisfaction and discharge of its claims. Provider agrees that it will not take any other action with respect to any such claims.

13.3 Joinder. Provider agrees to become a party to any other Arbitration proceeding in which Contractor or the Owner is bound to arbitrate if such proceeding directly concerns this POS.

13.4 Continuing Performance

13.4.1 Each Party shall diligently continue to perform all of its obligations assumed under this POS pending final resolution of any Dispute.

13.4.2 Provider agrees that if during the pendency of the dispute resolution process, the Owner issues a written order to Contractor directing Contractor to perform disputed work and the disputed work directly involves this POS, then, upon receiving a written order from Contractor to so perform, Provider shall undertake or continue to perform in accordance with Contractor's directions. Provider's performance pursuant to Contractor's written order shall not in any way be construed as a waiver of Provider's dispute or claim rights under this Purchase Order; however, Provider's refusal to so perform shall be a breach of the Purchase Order.

14. PROVIDER'S AUTHORITY

Provider warrants that it is authorized to make and carry out this Purchase Order and to perform its obligations under the Purchase Order.

15. ASSIGNMENT

Provider shall not assign this Purchase Order or delegate its duties under this Purchase Order in whole or in part without Contractor's prior written consent. Any attempted assignment in violation of this Purchase Order is void.

16. DECISIONS OF OWNER ARE BINDING

To the extent decisions of the Owner pertain to the Services provided under this Purchase Order is bound by such decisions to the same extent that Contractor is bound.

17. CHOICE OF LAW: SEVERABILITY

This Purchase Order shall be governed by the laws of the state from which the Purchase Order is issued, without giving effect to that state's conflicts of law principles.

17.1 Choice of Law. This Purchase Order will be interpreted and governed by the law of the state where the Project is located. The choice of law provisions of that state will not apply.

17.2 Severability. If any specific Section, subsection, provision, or term of this Purchase Order is held to be invalid, unlawful, or unenforceable, the applicable Section, provision, or term will be severed from the Purchase Order and the remainder of the Purchase Order will remain in full force.

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18. ENTIRE AGREEMENT

This Purchase Order and attached exhibits, if any, is complete, fully integrated, and contains the entire agreement between Contractor and Provider with respect to the subject matter of the Purchase Order. This Purchase Order supersedes all prior negotiations, agreements, and understandings respecting this Purchase Order, and supersedes all other writings or prior or contemporaneous oral agreements or representations. This Purchase Order can only be modified by written agreement duly executed by authorized representatives of the Parties.

19. NO WAIVER

Failure by either Party to insist upon strict performance of any obligation or provision of this Purchase Order, or to exercise any rights or remedies provided by the Purchase Order, or to delay the exercise of any right or remedy does not release the other Party from any of its responsibilities or obligations imposed by applicable laws or by this Purchase Order. A waiver or release of any breach or default of this Purchase Order shall not be a waiver of or release of any subsequent breach or default.

20. HEADINGS

Section and subsection headings in this Purchase Order are solely for convenience and do not affect the meaning, interpretation, or effect of this Purchase Order.

21. NEUTRAL INTERPRETATION

The Parties expressly agree that this Purchase Order was jointly drafted and that they both had the opportunity to negotiate its terms and to obtain assistance of counsel in reviewing its terms prior to execution. Therefore, the Parties agree that this Purchase Order shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

The Parties are signing this Purchase Order for Services on the P.O. Date printed on the first page of this Purchase Order.

CONTRACTOR

Sundt/Walsh, A Joint Venture

PROVIDER

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Sundt/Walsh Document List
Exhibit E

Exhibit E – Document List

EXHIBIT E - DOCUMENT LIST

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
SOUTHEAST WATER POLLUTION CONTROL PLANT
SEP 020 SITE PREPARATION PROJECT
CLIENT PROJECT NO. WW-628-01

VOLUME 1

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

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00_21_16.01	RELEASE AND WAIVER AGREEMENT
00_31_00	AVAILABLE PROJECT INFORMATION
00_41_00	BID FORM
00_41_10.10	SCHEDULE OF BID PRICES
00_41_11	PRICE PROPOSAL FORM
00_43_13	BID BOND
00_45_19.01	NON-COLLUSION AFFIDAVIT
00_45_19.13	NON-COLLUSION AFFIDAVIT
00_45_57/PLA	CERTIFICATION FORM FOR THE WATER SYSTEM IMPROVEMENT PROGRAM PROJECT LABOR AGREEMENT AND EXTENSION AGREEMENT LOCAL AREA APPRENTICESHIP AND EMPLOYMENT OPPORTUNITIES PROGRAM
00_45_58	INITIAL EMPLOYMENT PROJECTION
00_45_59	AGREEMENT TO HIRE APPRENTICES FROM PARTICIPATING REFERRAL AGENCIES

00_45_60.01	HIGHEST PREVAILING WAGE RATE CERTIFICATION
00_45_60.13	HIGHEST PREVAILING WAGE RATE CERTIFICATION
00_45_70.01	CERTIFICATE OF PROPOSER REGARDING NONDISCRIMINATION IN CONTRACTS AND BENEFITS
00_45_82.01	CERTIFICATION OF PROPOSER REGARDING DEBARMENT AND SUSPENSION
00_45_85.01	BUSINESS TAX REGISTRATION DECLARATION
00_45_87.01	CERTIFICATE OF PROPOSER REGARDING APPRENTICESHIP TRAINING PROGRAM
00_45_88.01	CERTIFICATE OF SUBCONTRACTOR REGARDING APPRENTICESHIP TRAINING PROGRAM
00_48_10.01	CLEAN WATER STATE REVOLVING FUND CONTRACT REQUIREMENTS

00_48_10.01 EXHIBIT A DAVIS BACON WAGES

00_48_10.01 EXHIBIT B

1. SWRCB FORM 4500-2 (DBE SUBCONTRACTOR PARTICIPATION

FORM)

FORM)	2. SWRCB FORM 4500-3 (DBE SUBCONTRACTOR PERFORMANCE
	3. SWRCB FORM 4500-4 (DBE SUBCONTRACTOR UTILIZATION FORM)
	4. SECTION 00 48 11.01 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORT CERTIFICATION (CM/GC)
	5. SECTION 00 48 11.02 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORT CERTIFICATION (SUBCONTRACTORS)
	6. SECTION 00 48 12.01 – DBE BIDDER'S LIST (CM/GC)
	7. SECTION 00 48 12.02 – DBE BIDDER'S LIST (SUBCONTRACTORS)
	8. SECTION 00 48 13.02 – AMERICAN IRON AND STEEL CERTIFICATION (SUBCONTRACTORS)
	9. SECTION 00 48 14 – AMERICAN IRON AND STEEL SAMPLE CERTIFICATION
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00_73_16	INSURANCE REQUIREMENTS
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00_73_20	EXISTING UTILITY FACILITIES
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00_73_25	ARCHAEOLOGICAL CONDITIONS
00_73_30	LOCAL HIRING (CM_GC)
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00_73_73	STATUTORY AND OTHER REQUIREMENTS
00_73_75	REAL TIME TRADE RESOURCE
00_73_83	FORMAL PARTNERING SPECIFICATION
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Exhibit E – Document List

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01_11_13	SCOPE OF CM/GC SERVICES
01_15_00	CONSTRUCTION SITE SECURITY
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01_21_50	MOBILIZATION ITEM
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01_29_73	SCHEDULE OF VALUES
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01_81_04	WIND DESIGN CRITERIA
01_81_05	WATER LEAKAGE TEST FOR CONCRETE STRUCTURES
DIVISION 02 - EXISTING CONDITIONS	
02_41_17	BUILDING DEMOLITION

02_83_19	LEAD-BASED PAINT REMEDIATION
DIVISION 03 - CONCRETE	
03_01_04	STRUCTURAL CONCRETE REPAIR
03_01_06	CONCRETE RESTORATION
03_11_07	CONCRETE FORMWORK
03_15_00	CONCRETE ACCESSORIES
03_15_14	HYDROPHILIC RUBBER WATERSTOP
03_20_00	CONCRETE REINFORCING
03_21_17	ADHESIVE-BONDED REINFORCING BARS AND ALL THREAD RODS IN CONCRETE
03_30_00	CAST-IN-PLACE CONCRETE
03_35_29	TOOLED CONCRETE FINISHING
03_60_00	GROUTING
03_63_01	EPOXIES
03_63_02	EPOXY RESIN/PORLAND CEMENT BONDING AGENT
03_64_24	EPOXY INJECTION SYSTEM
03_64_25	HYDROPHILIC FOAM POLYURETHANE RESIN INJECTION SYSTEM
DIVISION 05 - METALS	
05_05_24	MECHANICAL ANCHORING AND FASTENING TO CONCRETE
05_12_00	STRUCTURAL STEEL
05_14_05	STRUCTURAL ALUMINUM
05_50_00	METAL FABRICATIONS
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES	
<u>SECTION</u>	<u>TITLE</u>
06_80_15	FIBERGLASS REINFORCED PLASTIC
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	
07_90_00	JOINT SEALANTS
07_95_53	JOINT SLIDE BEARINGS
DIVISION 09 - FINISHES	
09_96_01	HIGH-PERFORMANCE COATINGS
DIVISION 26 - ELECTRICAL	
26_05_00	COMMON WORK RESULTS FOR ELECTRICAL
26_05_13	MEDIUM VOLTAGE CABLE
26_05_18	600-VOLT OR LESS WIRES AND CABLES
26_05_20	FIBER OPTIC CABLE AND APPURTENANCES
26_05_26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26_05_29	HANGERS AND SUPPORTS
26_05_33	CONDUITS
26_05_43	UNDERGROUND DUCTS AND RACEWAYS
26_05_53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26_08_50	FIELD ELECTRICAL ACCEPTANCE TESTS
DIVISION 27 - COMMUNICATIONS	
27_05_43	UNDERGROUND DUCTS AND RACEWAYS FOR COMMUNICATIONS SYSTEMS
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	
28_10_00	ELECTRONIC ACCESS CONTROL AND INTRUSION DETECTION
28_23_00	VIDEO SURVEILLANCE

Exhibit E – Document List

DIVISION 31 - EARTHWORK

31_00_00	EARTHWORK
31_05_15	SOILS AND AGGREGATES FOR EARTHWORK
31_09_17	INCLINOMETERS
31_09_19	DRILLED CONCRETE PIER AXIAL LOAD TESTS
31_10_00	SITE CLEARING
31_23_17	TRENCHING
31_23_18	ROCK REMOVAL
31_23_19	DEWATERING
31_23_24	CONTROLLED LOW STRENGTH MATERIAL (CLSM)
31_32_18.02	FILTER FABRIC
31_32_18.04	STABILIZATION FABRIC
31_32_21	GEOGRID REINFORCEMENT FOR PAVEMENT SUBGRADE GENERAL
31_34_07	LOW DENSITY CELLULAR CONCRETE FILL
31_50_00	EXCAVATION SUPPORT AND PROTECTION
31_51_12	SOIL ANCHORS
31_63_30	DRILLED CONCRETE PIERS

DIVISION 32 - EXTERIOR IMPROVEMENTS

32_01_15	PAVEMENT RESTORATION AND REHABILITATION
32_11_23	AGGREGATE BASE COURSES
32_12_15	ASPHALTIC CONCRETE PAVING

DIVISION 33 - UTILITIES

33_05_01	SUBSURFACE UTILITY ENGINEERING
33_05_11	TEMPORARY BYPASS PUMPING
33_05_16	PRECAST DRAINAGE STRUCTURES

DIVISION 40 - PROCESS INTEGRATION

40_05_00.01	COMMON WORK RESULTS FOR GENERAL PIPING
40_05_00.03	PIPE IDENTIFICATION
40_05_00.09	PIPING SYSTEMS TESTING
40_05_06.03	PIPE COUPLINGS
40_05_06.43	PLASTIC LINER FOR CONCRETE PIPE
40_05_06.45	PLASTIC LINER FOR CONCRETE STRUCTURES
40_05_07.01	PIPE SUPPORTS
40_05_07.03	PREFORMED CHANNEL PIPE SUPPORT SYSTEM
40_05_17.05	COPPER WATER TUBE: SEAMLESS, ASTM B88
40_05_19.01	DUCTILE IRON PIPE: AWWA C151
40_05_19.06	CAST IRON SOIL PIPE: ASTM A74
40_05_23.01	STAINLESS STEEL PIPE AND TUBING
40_05_24.01	STEEL PIPE
40_05_24.02	STEEL PIPE: GALVANIZED AND BLACK, ASTM A53
40_05_27.01	DOUBLE CONTAINMENT PIPING
40_05_31.01	PLASTIC PIPING AND TUBING
40_05_31.14	POLYVINYL CHLORIDE (PVC) PIPE: AWWA C900 AND AWWA C905
40_05_31.17	POLYVINYL CHLORIDE (PVC) PIPE: SCHEDULE TYPE
40_05_31.22	CHLORINATED POLYVINYL CHLORIDE (CPVC) PIPE: ASTM F441
40_05_39.20	REINFORCED CONCRETE PIPE
40_05_39.32	REINFORCED CONCRETE PRESSURE PIPE, STEEL-CYLINDER TYPE:
AWWA C300	

40_05_51.01	COMMON WORK RESULTS FOR VALVES
40_05_57.13	MANUAL ACTUATORS
40_05_57.65	HYDRAULIC AND PNEUMATIC CYLINDER OPERATORS
40_05_59.24	SLIDING GATE OPERATING SYSTEM
40_05_62	PLUG VALVES
40_05_63	BALL VALVES
40_05_64	BUTTERFLY VALVES
40_05_65.01	GATE, GLOBE, AND ANGLE VALVES
40_05_67.40	AIR AND VACUUM RELIEF VALVES

DIVISION 46 - WATER AND WASTEWATER EQUIPMENT

46_05_10	COMMON WORK RESULTS FOR MECHANICAL EQUIPMENT
46_05_11	EQUIPMENT IDENTIFICATION
46_05_94	MECHANICAL EQUIPMENT TESTING

Drawings

Volume I Scope I / Southeast Water Pollution Control Plant / SEP 020 Site Preparation Project / Re-Bid

Volume II - SE08 Seismic Retrofit Drawings

Misc. Documents

Notice of Availability of and Intent to Adopt a Mitigated Negative Declaration
Final Site Characterization SFDPH's Article 22A Compliance 398 Quint Street Site
Draft Article 22A Environmental Site Investigation Report WW-628
Pre-Demolition Asbestos Containing Materials @ Lead-Containing Paint Survey
Exaro, SEWPCC Potholing Report Project 16-1094
City of San Francisco, Shutdown/Specific Condition Coordination
City of San Francisco, Health and Safety Program Policies & Guidelines
Draft - Geotechnical Interpretive Report (GIR) WW-628
Geoarchaeological Study of the Islais Creek Estuary
228-SF Tree Pruning Guide
1242 Dust Control Plan Requirements
Department of Public Health - Air Quality -Dust Control
Dust Control Plan Pages from NSFM Environmental Completion Report V2
Environmental Health Staff Directory
Street Tree Removal Public Works
Building Information Modeling Execution Plan - Draft
00 CM P019 Shutdown Specific Condition Coordination.pdf
Confined Space.pdf
CS-389 - SFPUC Health and Safety Program Policies Guidelines.pdf
Data Report on Previous Investigations DRPI July 2017 FINAL.pdf
DPW Hazmat Report.pdf
Geotechnical Data Report GDR Headworks July 2017 FINAL.pdf
FMND Mitigation Monitoring Reporting MMRP Final v2.pdf
SE08 SEP Seismic Reliability and Condition Assessment.pdf
SFPUC Standard Construction Measures.pdf
19-3 Attach 3 MNDHeadworks IS-MND Final 19Dec16 compiled.pdf
19 Approve Project WW-628 CWWSSIPSE02 New Headworks Facility.pdf
Reso 17-0043 Adopt MND MMRP Approve CWWSSIPSE02 WW-628 SEP Headworks Facility.pdf

Sundt/Walsh Supplemental Bidding Instructions
Exhibit F

Exhibit F – Supplemental BI



Exhibit F - Supplemental Bidding Instructions

SEWPCP – New Headworks Facility
SFPUC Contract No. WW-628

Project Clarifications that Apply to all Bid Packages:

1. Warranty

- a. The warranty period for each Subcontractor/Supplier shall include a two (2) year minimum warranty period. The project warranty will be starting from the project substantial completion date, unless noted otherwise in the detailed bid package scope of work. Some component warranty will start earlier on the day of substantial completion for that specific work phase. Any extended warranties as required by the individual contract specification sections or provided by manufacturers shall also be included and will be extended accordingly.
- b. If any system has a warranty issue or claim, the Supplier and/or Subcontractor's warranty shall be all inclusive, including all such costs associated with the warranty or repair; including, but not limited to field trips, shipping costs, removal, reinstallation and/or replacement of any and all necessary components related to that warranted item.
- c. Once the notice of a Warranty Assistance Request covered under Warranty has been provided to the Subcontractor/Supplier, that Subcontractor/Supplier has 48 hours to acknowledge the notice and provide a Warranty Assistance Request Schedule back to the Sundt/Walsh, A Joint Venture to resolve the issue. This Warranty Assistance Request Schedule is subject to approval by the Owner, ENG and Sundt/Walsh, A Joint Venture. If the Warranty Assistance Request is NOT acknowledged after 48 hours, the subcontractor/supplier will be put ON NOTICE and subject to back charges associated with resolving the Warranty Assistance Request.

2. General

- a. Each subcontractor is required to provide a performance and payment bond.
- b. Each supplier is required to provide a supply bond when their contract is over \$1,000,000.
- c. If Subcontractor's scope of work requires penetration of existing surface or other work-in-place, Subcontractor is responsible to seal, reinforce, or refurbish surface of work-in-place, or any adjacent work that is damaged. Such repairs will not be deemed to be accepted unless accepted by the Owner.
- d. If the Subcontractor's scope of work requires the Subcontractor to penetrate in place concrete or CMU surfaces that subcontractor is responsible for these penetrations, sealing of these penetrations, and refurbishment of any damage incurred to adjacent surfaces. Notification must be given to Sundt/Walsh, A



- Joint Venture prior to penetrating existing items. Scope includes any x-ray cost and coordination deemed necessary by the contract documents.
- e. Subcontractors shall provide and install all embeds, anchor bolts, thimbles, frames, wall rings, sleeves, strut, etc. to be cast in the concrete.
 - f. Include full freight costs as F.O.B. jobsite. Notification at least 48 hours prior to receiving shipments at the jobsite is required. Deliveries will need to follow the requirements of the jobsite specific shipping procedures.
 - g. Subcontractors are to include all temporary safety railings/barricades for their scope of work (refer to general safety requirements included in the Instruction to Bidders). Railings/barricades are to be maintained until Subcontractor has completed their scope of work on the project.
 - h. Subcontractor/Supplier must identify the proposed manufacturer of any pipe, valves, motor operated valves, flow meters, equipment, and instrumentation provided under their scope of work at Bid time.
 - i. All Subcontractors are to provide resumes of proposed key team members and their current project commitments:
 - i. Project Manager
 - ii. Project Engineer
 - iii. Project Superintendent
 - j. Subcontractor/Supplier is to provide for safe disposal of any hazardous waste created by their operations including, but not limited to, chemically treated testing water, chemicals, etc. Provide and follow any required procedures.
 - k. All subcontractors are required to provide transportation to and from the jobsite for their employees.
 - i. There will be no special designation for subcontractor yards, trailers, or temporary power. All subcontractors are required to acquire and secure any construction yard/lay down areas, trailers needed to complete their scope of work. Subcontractor is also required to provide all temporary power to complete their scope of work.
 - m. Conduct and pay for background checks for all Subcontractor employees per SFPUC's existing policies.
 - i. The background checks shall be based on employee residency location. Conduct background checks through Security Firm approved by the SFPUC WWE Security Manager or other Law Enforcement Authority and provide notarized letter upon completion of all employees' backgrounds checks to SFPUC WWE CM team representative.
 - ii. Any individual who is considered for employment on this project shall not retain a criminal history reflecting a violation and or arrest for an alcohol or drug related offense within the past five years, prior to their application for employment at this worksite.
 - iii. In addition, the employee shall not reflect any criminal history reflecting a violation or arrest involving fraud, forgery, theft, assault, robbery, weapons, sexual offenses or domestic violence.

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- iv. Drug testing shall be conducted within a ten (10) day period prior to the time of employment. Coordinate with SFPUC's existing drug testing policy to ensure no contradictions.
 - v. Records reflecting the completion of this testing shall be retained by the hiring authority and a copy forwarded to the SFPUC WWFE CM team representative.
 - n. Renewable diesel only shall be used in all diesel on-road trucks and vehicles through the entire construction duration. Several locations for renewable diesel are identified at <http://dieselhpr.com/locations>. Contractor may find alternative locations. All locations shall be approved by the City Representative. Contractor shall submit proof of purchase of renewable diesel for on road diesel trucks to City Representative on a monthly basis. Where waivers are required under the Clean Construction Ordinance relating to the alternative source of power requirement under Section 2505(b)(1) or equipment requirements under 2505(b)(2), Contractor shall provide at least four (4) weeks' notice to the City to obtain waivers. Contractor shall submit appropriate waiver request documentation to City Representative who will then submit to the San Francisco Planning Department for review and approval.
3. Anchoring
- a. Include all anchors, anchor bolts, and supports as required to provide a complete and functional installation. Design of anchoring system is included.
 - b. All anchor bolts are stainless steel and included, unless otherwise noted. Anchor bolts in submerged zones, subject to splashing or in contact with ozone are to be type 316L SS unless otherwise noted.
4. Coatings
- a. All equipment is to be delivered with a complete coating system (including Final coatings). Coating system to be per the contract documents. Touch-up if necessary will be completed by the onsite painting subcontractor if minor.
 - b. All scope of supply components are to be delivered primed (except equipment as noted above) by the manufacturer, and finish coated in the field by the painting contractor unless the contract documents require the equipment and/or components to be delivered with a finished coating system. (Material suppliers and equipment manufacturers are required to provide factory surface prep and prime coats in accordance with the specifications and compatible and warrantable with finish coating products). Painting subcontractor will also be responsible to field sandblast and re-prime and finish coat all ferrous items such as bar joists and bridging materials, etc., unless specified otherwise.
 - c. Subcontractor/supplier is to prepare the surfaces and shop prime all materials in accordance with the specifications, and the primer product used is to be coordinated with the painting contractor, to ensure compatibility with the finish painting system identified for this application and in the contract documents.
 - d. All delivered scope of supplies are subject to 3rd party coating inspections. If the scope of supply is delivered to Buyer with improper coatings/linings these

- may be corrected by Buyer at point of delivery. Costs of corrections will be assessed against Subcontractor/Supplier.
5. Payment Terms
- a. Payment for each piece of equipment will be broken down per the following Schedule of Values:
 - i. Submittals Approved by Engineer: 4%
 - ii. Delivery of O&M manuals Approved by Engineer: 4%
 - iii. Delivery of Approved Equipment: 84%
 - iv. Executed MCOPI/MCOPO: 4%
 - v. Completion of O&M Training Session(s): 4%
 - b. Monthly pay applications are to be submitted to Sundt/Walsh, A Joint Venture by no later than the 20th of each month for the work completed during this pay application period. The payment from Sundt/Walsh, A Joint Venture will be by the last day of the following month provided payment has been received from Owner.
 - c. The project's Retention will be held in the percentage of five (5%); this will be withheld from each Subcontractor's, Equipment Mfr & Material Supplier's progress payment until the project has exceeded 50% complete. At the time the Subcontractor's, Equipment Mfr. & Material Supplier's scope of the work has exceeded 50% complete and is on schedule and in full compliance with the contract documents, the retention amount may be reduced to 2.5% upon written application by Subcontractor/Supplier.
6. Startup/Commissioning
- a. The Mechanical and Electrical Contractors are required to provide qualified management and field personnel to accommodate the project's startup & testing requirements on each phase of work, including the seven (7) day commissioning test & seven (7) day Process Operational period as required per specification. In addition, Subcontractor/Supplier to provide support for a sixty (60) day PCIS system test as outlined in the specifications. A minimum of two (2) commissioning personnel for each of the above contractors will be required during start-up, performance testing, and commissioning. During all testing and commissioning periods, subcontractor will be required to provide dedicated personnel located on site for 24 hours/7 days/week until this testing and commissioning has been completed. Also required is attendance at all scheduling, MOPO (shutdown) and start-up meetings. The electrical and mechanical contractor will designate a startup person whose sole responsibility will be to work with the Sundt/Walsh, A Joint Venture startup team during all phases of the startup and commissioning. This person will have the authority to direct subcontractor's field personal to assist in any portion of the startup and commissioning process. Sundt/Walsh, A Joint Venture startup team leader retains the right to reject and or accept the Mechanical or Electrical Contractor's startup person. Provide resumes for the proposed electrical and integrator start-up personnel. These requirements also pertain to all MOPO's.

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- b. The Electrical startup person shall be a full time position and be staffed for all phases of the project. (start to finish) Electrical startup duties include but are not limited to:
 - i. wire coordination,
 - ii. electrical submittal review of vendor equipment for conformance with specifications, and drawings,
 - iii. startup plan development,
 - iv. MOPO plan development,
 - v. Managing self-perform testing and documentation as allowed per specifications. (point to point)
 - vi. Managing 3rd party testing and documentation
 - vii. Upload all test documentation per direction by Sundt/Walsh.
 - viii. Schedule Electrical Contractor's vendors and subcontractors to site
 - c. Subcontractor/Supplier shall submit for approval site specific equipment and systems start-up procedures in excel format as a submittal for coordination and approval. Subcontractor/Supplier is responsible for taking the lead on startup procedures for their equipment/components.
 - d. When Suppliers are required on site at start-up, they must be accompanied by Sundt/Walsh, A Joint Venture personnel and/or Subcontractor supervisors.
7. Schedule
- a. This project will be utilizing the "Lean Construction Process". The project team will develop and implement a process improvement plan for the benefit of all parties on this project. Sundt/Walsh will be utilizing the "Last Planner System" to develop and implement a phased schedule that supplements and supports the bid schedule. This requires a commitment of time from project managers and supervisors of all Subcontractors to provide their input and commitment to the final schedule. Numerous "pull planning" sessions will be held to refine and expand on the detail in the as-planned project schedule. These sessions will require the Subcontractor's superintendents and foremen to brainstorm and create detailed activities and resource requirements that support the as-planned schedule. After all Subcontractors agree to each other's input, all parties will commit to this updated schedule. Six week look-ahead schedules will be reviewed and updated each week and will be the basis of a Weekly Work Plan (WWP). All subcontractors will be required to submit their WWP for the following week at weekly schedule planning meetings. The WWP will consist of a production plan in which quantity goals as well as weekly manpower requirements are established consistent with meeting the overall project schedule. The project schedule and WWP will be monitored and updated each week during the construction phase by the whole project team. Monitoring and evaluation will cover not only future activities, but completed activities will be evaluated from a "lessons learned" perspective in order to measure and record team member's ability to meet the committed objectives and improve on future planning activities. Project team members will be held accountable for meeting these goals.

- b. The contracts for these scopes of work will be issued approximately thirty (30) calendar days after a Notice-to-Proceed has been issued by the Owner. All pricing, including any escalation costs, are to be included in baseline pricing, based on these contract dates and the project schedule furnished with these documents.
 - c. Major Substantial Completion Milestone dates to be noted are as follows. Reference Exhibit "C" for more detailed schedule information.
 - d. Subcontractor agrees to meet with the Sundt/Walsh, A Joint Venture within 2 weeks after notification of award to provide competent input for the construction schedule.
8. BIM
- a. This project is requiring that the Civil, Concrete, Process, Mechanical and El&C Contractors actively participate and are integrated with the project's 3D/4D modeling process that will start during the design of the project. This will be used on layout and coordination of all underground work, process facilities, and buildings (concrete, process equipment, process piping, and electrical work). Electrical BIM drawings shall include duct banks, conduit racks, under slab rough, in slab rough, and in wall installation. Reference Exhibit M for more details. Sundt/Walsh, A Joint Venture will withhold the monthly progress payments if improper, inadequate or no monthly as-built drawings are submitted for review.
 - b. Provide CAD updates to the record set of drawings managed by Sundt/Walsh, A Joint Venture. Updates to include but not limited to RFI responses, change requests, existing conditions and conflict resolution changes to your scope of work. Specific as built protocol for record documents to be coordinate at the start of the project with Sundt/Walsh, A Joint Venture.
 - c. Subcontractors/Suppliers are required to provide within 60 days of receiving contract a 3-D model in .DWG format that is compatible in CAD of the supplied equipment/components. No Exceptions.
9. Quality
- a. At a minimum, on a quarterly basis or as deemed necessary, Sundt/Walsh, A Joint Venture will conduct a detailed project QA/QC audit that will address the following items:
 - i. Shop drawing & submittal status
 - ii. Procurement status/delivery date compliance
 - iii. Change order pricing
 - iv. Project schedule compliance
 - v. Project quality issues
 - vi. Outstanding completion list/Punch list work
 - vii. Record drawings
 - viii. Testing paperwork
 - ix. Closeout submittals
 - x. O&M Manuals
 - xi. Lesson plans/Owner training

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- xii. Spare Parts
 - b. When the documents require testing and inspections, each affected Subcontractor/Supplier shall be required to assist, schedule and coordinate their work with the testing and inspection firms.
 - c. All Subcontractors are responsible for contacting, scheduling, and recording all City/County required inspections for their work, including but not limited to:
 - i. Maintaining test and inspection data log and submitting to Sundt/Walsh, A Joint Venture with monthly invoicing.
 - ii. Providing and submitting testing plan and procedures to be submitted with shop drawings.
 - d. Subcontractors performing underground work are responsible for potholing, scheduling and obtaining compaction tests.
10. Submittals
- a. Shop drawings and submittal data will be in US standard units unless dictated otherwise in the contract documents.
 - b. Submittal procedures shall follow that direction provided in Division 1 specifications as well as those listed in the specific specification sections that pertain to each Scope of Work. The number of submittal copies and/or electronic submittals are to be coordinated with Sundt/Walsh, A Joint Venture, prior to submission. The submittal procedures provided are specific and must be followed without exception. Failure to follow the requirements as listed could impact the submittal and construction schedules. Subcontractor/Supplier shall be held accountable for delays incurred as a result of non-compliance with these directions. Note that delays impacting the critical path of the project could result in the assessment of liquidated damages.
 - c. Subcontractor/Supplier is required to include a completed "Deviation/Clarification Sheet" attached to all submittals/resubmittals. This "Deviation/Clarification Sheet" is required to identify deviations from the contract documents along with clarifications addressing scope, design or coordination issues. If there are no deviations between the supplied submittal and the contract requirements the Subcontractor/Supplier shall indicate "**No Deviations**" on the face of the "Deviation/Clarification Sheet". The "Deviation/Clarification Sheet" will be provided to Subcontractor/Supplier in electronic format. A sample copy of the project Deviation sheet is provided at the end of this document.
 - d. Subcontractor/Supplier shall include with each submittal, a copy of the pertinent specification, wherein the Supplier/Manufacturer, Subcontractor's Project Manager, on-site Project Engineer, have acknowledged and accepted each and all paragraphs, by initialing next to each paragraph of each section, except for those paragraphs for which the subcontractor/supplier wishes to propose a deviation, that must be clearly identified and described on a deviation cover sheet. This requirement must be followed without exception or by written exception from the Sundt/Walsh, A Joint Venture Project Manager.

- e. Subcontractor/Supplier is to furnish required submittals with complete information and accuracy in order to achieve required approval of an item within two submittals. All costs to Engineer involved with subsequent submittals of Shop Drawings, Samples or other items requiring approval will be back charged to the Subcontractor/Supplier at the rate of 2.5 times direct technical labor cost by deducting such costs from payments due Subcontractor/Supplier for Work completed. In the event that Subcontractor/Supplier requests a substitution for a previously approved item, all of Engineer's costs in the reviewing and approval of the substitution will be back charged to Subcontractor/Supplier, unless the need for such substitution is beyond the control of Subcontractor/Supplier
 - f. Design calculation when required per contract specifications will be provided with the initial submittal. Only if approved in writing beforehand by Sundt/Walsh, A Joint Venture will design calculations be deferred to after the initial submittal approval process.
 - g. Durations in the construction schedule does NOT account for resubmittals. It is the responsibility of the Subcontractor/Supplier to ensure submittals are provided complete and per contract documents within a timely manner. It is the responsibility of the Subcontractor/Supplier to ensure equipment/components arrive onsite per the construction schedule regardless of the submittal process approval. Procurement/fabrication prior to submittal approval will be at the Subcontractor/Suppliers risk in order to meet the onsite delivery date of the construction schedule. All corrections if necessary after the fact is the responsibility of the Subcontractor/Supplier.
 - h. Sundt/Walsh, A Joint Venture has the right to return any submittal/resubmittal back to the Subcontractor/Supplier without review by the ENG or Owner if the submittal/resubmittal fails meet any submittal requirements of contract documents including those set forth by Sundt/Walsh, A Joint Venture.
 - i. Operations and Maintenance Manuals (O & M's), in a format specified in the project documents, shall be included in the base price. O & M manuals must be delivered prior to shipment of equipment.
 - j. Preliminary (or Draft) O&M manuals must be submitted no less than 30 days after approval of associated submittals.
 - k. Unless specifically identified in the specifications, resubmittals are required to be submitted 14 calendar days after receiving the submittal response.
 - l. Subcontractor/Supplier is required to provide Sundt/Walsh, A Joint Venture with a list of anticipated submittals (including anticipated due dates) no later than 14 calendar days after receipt of issued contract from Sundt/Walsh, A Joint Venture. This list will be reviewed for comment and coordination.
11. EI&C Specific
- a. Excavation, Bedding, rebar, concrete encasement, and backfill of conduit installed under this contract shall be included.
 - b. Include dust control for this scope of work
 - c. Electrical Subcontractor is responsible to scan or x-ray any and all existing concrete slabs, decks or walls prior to core drilling. Result of these scans

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- shall be turned over to Sundt/Walsh, A Joint Venture prior to proceeding with coring.
- d. All saw-cutting, removal, and patch of existing asphalt, curb, gutter, and sidewalk for installation of underground conduits to be included.
 - e. Include traffic control and permits for installation of electrical conduit and wiring
 - f. Provide and install all grouting and dry packing associated with electrical & controls installation.
 - g. Provide conduit for HVAC control from equipment locations to conditioned space and rough in thermostats.
 - h. Perform quarterly assured grounding for all equipment, tools, and cords for the entire jobsite,
 - i. All trades will deliver items to a designated area and provide labor to assist with testing.
 - ii. Results of testing shall be logged.
 - iii. Copy of log shall be provided to Sundt/Walsh, A Joint Venture safety manager.
 - i. Include labor and material as required to install, conduit, wire, and test PLC's, control panels, hand stations, instruments, and equipment provided by others or provided by others and shipped loose.
 - j. Provide all sunshades for outdoor instrumentation. This is to include instruments provided by others.
 - k. Bidder shall include all costs associated with unloading materials and equipment within their scope of work.
 - l. Provide and submit a complete record of all megger, and hi pot, test results in format to the Sundt/Walsh, A Joint Venture field staff.
 - m. Provide point to point checkout of all power, control, analog and discrete wiring and submit reports to the Sundt/Walsh, A Joint Venture startup team prior to any startup of equipment or system. Provide Sundt/Walsh, A Joint Venture staff with Excel format reports with the results by conduit and conductor.
 - n. Provide UL listed control panel assemblies.
 - o. Provide and install all, instrumentation, programming, controls integration & software bridges as required.
 - p. Control Panel manufacturers must be identified at bid time & PREAPPROVED by the Owner/Engineer prior to bidding. All Supplier furnished systems that include an OEM PLC must be submitted and approved in accordance with specifications. Bids must contain a statement by manufacturer that identifies the panel fabricator is PREAPPROVED by the Owner/Engineer.
 - q. All electrical and instrumentation components need to be coordinated with the Project Programmer.
 - r. Programming software must be identified at bid time & PREAPPROVED by the Owner/Engineer prior to bidding.
12. Spare Parts

- a. Spare parts are required and defined in the bid documents. Spare parts shall be adequately packaged for extended storage and shall be clearly marked as to contents. If spare parts are not provided as directed Subcontractor/Supplier may be back charged for those costs incurred by the Buyer to correct this condition.
13. Owner Training
- a. Provide Training Lesson Plan submittals and Owner Training as per the contract documents.
 - b. Training Lesson Plans will be one document consisting of, at a minimum, the following: Agenda outline, duration of training, Instructor Qualifications, all training documentation (including copies of Video, PowerPoint presentations, slides, training aids, etc.) and materials specific to the scope of work associated with this project.
 - c. Training Lesson Plan submittals must be submitted no later than 60 days after approval of associated submittals.
 - d. Provide number of training sessions as per the contract documents. If Multiple training sessions are required, assume a separate trip onsite for each training session.
14. Equipment
- a. Subcontractor/Supplier to provide all travel and expense costs for all individuals required to witness equipment shop testing as per the contract documents if applicable.
 - b. All items depicted on the drawings as being skid mounted must be delivered fully assembled on the skid. This includes all associated instrumentation. There will be one point of connection for electrical & one point of connection for instrumentation for all skid mounted equipment/systems. If it is the intent of the supplier to deliver any components loose, for installation by others, the supplier shall provide a detailed list of those components. The supplier shall properly package & identify these loose components prior to shipment.
 - c. Provide the manufacturer's normal vibration limits, normal operating temperature and normal noise level in the submittal.
 - d. All required seismic engineering for anchoring of equipment shall be the responsibility of the Subcontractor/Supplier, and shall be provided by a California Registered Professional Engineer.
15. Field Services
- a. Provide a minimum of three (3) separate field service trips (specifications might dictate more) with a minimum of 8 hours onsite per trip for installation certification, operational certification, complete startup services, and operator/maintenance training. Personnel provided for field service trips by subcontractor/Supplier are required to be competent technicians able to physically address, troubleshoot and resolve mechanical and EI&C issues. The same service representative shall be scheduled and onsite for all field service trips.
 - b. Provide a single lump sum cost for each additional 8-hour field service trip as an option to the buyer/contractor. This cost can be used to credit back the

Exhibit F – Supplemental BI

- project if any of the required three (3) separate field service trips are not utilized.
- c. Equipment/component field services include but are not limited to verification of proper installation, alignments, first fill of lubrications, motor coupling setting, confirmation of vibration tolerances, execution of startup procedures, verification of proper operation, and verification of specified performance criteria.
 - d. Provide a "Manufacturer's Certificate of Proper Installation" (MCOPI) for each piece of equipment executed by an authorized manufacturer's representative during a field service trip when certifying the proper installation of the equipment. MCOPI sample is provided at the end of this document.
 - e. Provide a "Manufacturer's Certificate of Proper Operation" (MCOPO) for each piece of equipment executed by an authorized manufacturer's representative during a field service trip when certifying the proper operation & startup of the equipment. MCOPO sample is provided at the end of this document.
 - f. Functional Systems: It is expected that all mechanical and EI&C components are complete and functional and perform to the intent of the specifications, regardless of the completeness of the documents.
16. Crane Policies
- a. Lift plans shall be prepared and submitted for review by the service provider/Subcontractor. At a minimum the plans must be submitted at least forty-eight (48) hours prior to the lift.
 - b. Crane/Boom operators shall carry current certificates issued through the National Commission for the Certification of Crane Operators (NCCCO) and meet all current OSHA and or MSHA requirements. Operators must be trained in the operation and maintenance of the machine that is being utilized in the lift. Signalmen shall also be OSHA qualified and riggers shall be competent in the tasks that they are assigned to perform. Documentation of these certifications shall be submitted as part of the lift plan.
 - c. Subcontractor/Supplier/Service provider shall participate in a project pre-lift coordination meeting if so requested.
 - d. A third-party crane inspection is required of all mobile and tower cranes prior to use on the project. Reference the Sundt/Walsh, A Joint Venture safety documents for specific details. Subcontractor/supplier/service provider is responsible for costs and coordination associated with each and every required third-party inspection.
 - e. All rigging hardware utilized on the project shall be manufactured in the U.S. and meet all U.S. ASME standards.
17. Shutdown
- a. The Maintenance of Plant Operations (MOPO) protocol shall be followed and adhered to by all subcontractors and suppliers. Project specific protocol for MOPO procedures to be coordinated at the start of the project with Sundt/Walsh, A Joint Venture.

Manufacturer's Certificate of Proper Installation (MCOPI)

Project: _____

Equipment Type: _____

Equipment Name: _____

Manufacturer: _____ Phone #: _____

Address: _____

Service Representative: _____ Phone #: _____

Address: _____

Spec. Section: _____ Equip. Tag No.: _____

I hereby certify that I am an authorized representative of the manufacturer of this equipment / system, and that the above-referenced equipment / system has been:

- Installed in accordance with the Manufacturer's recommendations
- Inspected by a Manufacturer's authorized representative
- Serviced with the proper lubricants

I further certify that:

- All applicable safety equipment has been properly installed
- The proper electrical and mechanical connections have been made
- Proper adjustments have been made and the product or system is ready for functional testing, plant startup and operation.

Comments: _____

Manufacturer's Representative: _____ Date: _____

Employer: _____ (Print Name) _____ (Signature)

_____ (Print Name)

Date of Certification: _____

Exhibit F – Supplemental BI

Manufacturer's Certificate of Proper Operation (MCOPO)

Project: _____
Equipment Type: _____
Equipment Name: _____
Manufacturer: _____ Phone #: _____
Address: _____
Service Representative: _____ Phone #: _____
Address: _____
Spec. Section: _____ Equip. Tag No.: _____
Date: _____ Hours on Site: _____

Purpose: To certify that the equipment or system indicated above has been successfully performance tested in accordance to the specification and is ready to be accepted by the Owner for full-time operation.

This certifies that the above referenced equipment or system operated under actual performance conditions, and that the equipment or system meets the specified performance criteria.

Comments: _____

Signatures (do not initial):

Service Representative:

(Print Name) (Signature) Date: _____
Contractor:

(Print Name) (Signature) Date: _____
Sundt/McCarthy:

(Print Name) (Signature) Date: _____

SEWPCP Headworks Facility
SFPUC Contract No. WW-628

SUBMITTAL DEVIATION/CLARIFICATIONS SHEET

Submittal No. 0X-XX XX XX-X <Submittal Description>

Specification Section <XX XX XX – Description>

All deviations between this submittal package and the requirements of the contract documents are listed below.

SAMPLE

Exhibit F - Supplemental BI

SEWPCP Headworks Facility
SFPUCC Contract No. WW-628

MAINTENANCE OF PLANT OPERATIONS PROTOCOL (MOPO)

The following direction will be utilized in the development and execution of all MOPOs on Sundt/Walsh projects. Deviations to this direction will not be allowed without specific permission from the Project Director.

The MOPO is a step by step process that addresses all phases of the work required from identification through completion. It should address discovery, the review and approval process, means and methods, and above all SAFETY. Its primary goal is to insure the continuous operation of the facility.

PHASE – PRECONSTRUCTION

DEVELOP THE MOPO LOG

1. Identify an individual that will champion the MOPO process through preconstruction. Where possible this individual should be involved with the MOPO process through construction.
2. Development of the log should start as early as possible but typically no later than the sixty (60) percent documents. The MOPO Log will evolve as the documents become more defined. The goal here is to develop the Log, not the specific MOPO.
3. Convene a formal meeting with the Owner/Engineer to address issues that they may have relating to schedule and any other applicable constraints. A standard Agenda is attached. The agenda can be modified to fit project specifics. Sundt will take minutes of this meeting and distribute to all attendees within five (5) days of the meeting date.
4. You are encouraged to utilize BIM in the preparation of the MOPO Log.
5. Utilize scheduled plant shutdowns to minimize the need for MOPOs.
6. Estimates must be prepared for each MOPO developed. In addition a preliminary schedule should be prepared so that the bidders are able to understand manpower requirements as they pertain to this work.

PHASE – CONSTRUCTION

DEVELOP THE MOPO

1. Utilizing the MOPO Log the team leader will perform discovery work with the team members. This will include identifying issues or constraints associated with the following subjects:
 - a. Safety, relating to the performance of the MOPO, as well as safety issues that could impact the plant operators.
 - b. Issues with existing equipment and/or materials.
 - c. Schedule, as it may relate to seasonal flows, long lead times on equipment and/or materials.
 - d. Potholing

Page | 1

SEWPCP Headworks Facility
SFPUCC Contract No. WW-628

2. Upon completion of the discovery work a draft of the MOPO will be prepared (an example of a completed MOPO has been attached for reference). Provide as much detail as possible in preparing the MOPO. As a minimum the following information shall become part of the MOPO:

PRE-MOPO ACTIVITIES

- a. A general work plan that describes the area to be worked in with an explanation of access/ egress and material staging.
- b. A list of tools and miscellaneous equipment that will be required to perform the MOPO.
- c. A list of materials that will be required to perform the MOPO. Indicate any prefabrication work that may be required.
- d. Complete all THA's (Task Hazard Analysis) pertaining to the MOPO. Confirm that the THA includes a list of required PPE, a Confined Space Plan if required, applicable SDS, lock out/tag out (LOTO) procedures and any other safety data deemed pertinent to the performance of the MOPO.
- e. Attach applicable contract documents that apply to the work. This would include specifications, drawings, shop drawings and submittal data.
- f. Identify areas of concern and discuss contingency plans for failures.
- g. Acquire a list of emergency contact phone numbers from the Owner, Engineer and impacted subcontractors/suppliers.
- h. If the MOPO has a "start up" component the "start up" plan must be completed and made part of the MOPO.

MOPO ACTIVITIES

- a. Indicate start date and time of the MOPO. Also indicate a meeting location for the team to congregate prior to initiating the MOPO.
- b. List all activities in a step by step sequential order. All activities shall be listed no matter how minor they may seem. Commence with taking impacted systems off line, list detailed work requirements, start up/testing that may be required and end with bringing the systems back on line.

POST MOPO ACTIVITIES

- a. Removal of equipment/tools and debris created by the work.
 - b. Bring work area back to condition equal to or better than it was prior to the MOPO.
 - c. List any additional project specific activities.
3. Upon completion of the draft transmit it to the applicable team members and schedule a review meeting. Sundt will keep and distribute meeting minutes.
 4. Implement modifications that were identified at the review meeting and prepare a final draft for distribution to the applicable team members. A second meeting to go over the final is not required. However request that each team member confirms, in writing, their approval of the plan. **ONCE THE MOPO PROCEDURE HAS BEEN APPROVED IT SHALL NOT BE CHANGED WITHOUT WRITTEN APPROVAL FROM ALL PARTIES INVOLVED.**
 5. **SCHEDULE** – Each MOPO will have multiple activities in the construction schedule. However these will be consistent for each MOPO. Copy and paste functions will eliminate entry time. The process for schedule entry is as follows:

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Exhibit F – Supplemental BI

SEWPCP Headworks Facility
SFPUC Contract No. WW-628

- a. Identify the required date for the execution of the MOPO. This should be done prior to entering associated activities. Constrain this date if necessary.
 - b. Add Schedule Activity: **MOPO 3.203 - Discovery** (use a negative lag of 75 days with the Predecessor activity being the Execute MOPO activity).
 - c. Add Schedule Activity: **MOPO 3.203 – Prepare Draft Plan** (Predecessor is "Discovery").
 - d. Add Schedule Activity: **MOPO 3.203 – Review Draft Plan** (Predecessor is "Prepare").
 - e. Add Schedule Activity: **MOPO 3.203 – Prepare Final Plan** (Predecessor is "Review").
 - f. Add Schedule Activity: **MOPO 3.203 – Approve Final Plan** (Predecessor is "Prepare").
 - g. Add Schedule Activity: **MOPO 3.203 – Notification 45 Day** (use a negative lag of 45 days with the Predecessor activity being the Execute MOPO activity).
 - h. Add Schedule Activity: **MOPO 3.203 – Notification 10 Day** (use a negative lag of 10 days with the Predecessor activity being the Execute MOPO activity).
 - i. Add Schedule Activity: **MOPO 3.203 – Notification 5 Day** (use a negative lag of 5 days with the Predecessor activity being the Execute MOPO activity).
 - j. Add Schedule Activity: **MOPO 3.203 – 1 Day Prewalk** (use a negative lag of 1 day with the Predecessor activity being the Execute MOPO activity).
 - k. Add Schedule Activity: **MOPO 3.203 – Execute MOPO**
6. **24 HOUR PREWALK** – One day before the execution of the MOPO all parties involved will have a trial run. During this dress rehearsal the team will perform the following tasks:
- a. Review the MOPO contingency plans.
 - b. Review the THA's and confirm that all PPE and safety documentation/materials/equipment are in place.
 - c. Confirm all materials are available and meet the specified requirements. They should be staged adjacent to the place of work.
 - d. The MOPO checklist is prepared and in the hands of the team leader.
 - e. Take photographs of the area of work.
 - f. Lock out/tag out should be completed.
 - g. Flag or barricade area of work as may be necessary to confirm a safe environment.
7. **MOPO EXECUTION** – Follow the checklist step by step. The predecessor task must be completed prior to moving onto the next task. As each task is completed the team leader should sign off (initial) the task. The team leader must manage the MOPO from start to finish. Upon completion of the MOPO all systems must be re-energized and tested confirming proper operation.
- Upon completion of the MOPO confirm the following:
- a. The team leader has all the associated documentation.
 - b. MOPO area is clean.
 - c. Post MOPO photographs have been taken.
 - d. MOPO checklist is signed off by team leader, Engineer and operations personnel.

Sundt/Walsh Textura
Exhibit H

Exhibit H – Textura



EXHIBIT "H"

Textura™ Construction Invoicing & Payment Solution: Work Faster and More Efficiently

What Is Textura™?

Textura™ is an Internet-based construction invoicing and payment solution. With the Textura™ system, subcontractors can electronically sign and submit their pay applications—including invoices, sworn statements, and conditional and/or unconditional lien waivers. Payments are made electronically via ACH (Automated Clearing House) resulting in faster access to your funds. In addition, Textura™ facilitates submission and tracking of compliance documents and sub-tier lien waivers. In short, Textura™ has revolutionized the construction payment process. Over 7500 subs currently use Textura™ to submit their pay applications every month.

Sign Pay Applications and Submit Electronically

Textura™ automatically generates the required Pay Application documents and transmits them to your GC electronically at the click of a button.

- Invoices are created by simply entering a % complete or \$ value by line item of your budget
- Electronic submission of documents eliminates the expense and inconvenience of fax or hand delivery
- Invoice amounts are verified with lien waiver and payment amounts, reducing the risk of error

Receive Payments via ACH

Textura™ uses the secure ACH network for electronic deposit of funds to accelerate the payment process

- ACH will deliver funds faster than a manual check. Payments are made through Textura™ directly by your GC and are subject to the terms of your contract.
- ACH payments work like direct deposit—funds are immediately available, no waiting for check to clear
- Textura™ alerts you via email that payment has been disbursed

Know What is Happening, When It Happens

Textura™ offers users complete visibility throughout the draw process and notifies users of critical events

- Receive real time notifications when a draw is opened, change order issued, payment disbursed, etc.
- Receive email reminders to update expiring insurance documents and notification of non-compliance
- Online invoice approval and rejection ensures that both parties are informed of final invoice amounts

Manage Documents Online

Textura™ makes project documents created in or uploaded to the system available for viewing, printing or downloading to your computer. Textura™ will store these documents for a minimum of seven years

- Pay Application backup documents are submitted quickly and easily via an upload attachment feature
- Electronic submission and tracking of legal documents such as insurance certificates
- Possibility for lost or delayed documents and resulting held payments virtually eliminated

What Does It Cost to Use Textura™?

Payment Amount	Fee
\$0 - \$2,000	\$5
\$2,001 - \$5,000	\$10
\$5,001 - \$10,000	\$15
\$10,001 - \$25,000	\$25
\$25,001 - \$100,000	\$40
\$100,000 +	\$50

The above table illustrates that each pay application submitted through Textura™ incurs a service fee based on the payment amount. For example, a \$7,500 invoice incurs a \$15 fee. There are no additional fees for subscription, licenses, training, or call center support. See Textura™ Terms & Conditions for more information.

Technical Requirements:

The Textura™ application is completely web-based—there is no software to install. Users need only:

- Internet access (high-speed recommended)
- Email address for each user
- Adobe Acrobat Reader 6.0 or higher (free download)

Free Training & Support:

Textura™ supports your training needs with:

- Computer-Based Training (CBT) modules
- Group webinars
- Individual training by phone
- Classroom training where available

Support representatives are available to answer your questions at 866-TEXTURA (866-839-8872).

For information on how to get started, please call 866-TEXTURA (866-839-8872) or visit the Textura™ website at www.texturalc.com

Sundt/Walsh Quality Management Plan
Exhibit I

Exhibit I – Quality Plan



QUALITY MANAGEMENT PLAN (QMP)

FOR

(Insert Project Name Here)

PROJECT NUMBER:

DATE ISSUED:

REVISION: 0

DATE REVISED



Project No.
Revision #

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Sundt/Walsh Additional Contract Requirements
Exhibit K

Exhibit K – Additional Requirements

ACORD® CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Broker Name Insurance Broker Address Insurance Broker City/State/Zip	CONTACT NAME: PHONE (Area No., Ext.): FAX (Area No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company INSURER F:
--	---

INSURED
Insured's Name as it appears in the Written Subcontract
Insured's Address
Insured's City/State/Zip

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS:

INSURER	TYPE OF INSURANCE	AGREEMENT	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	X	Policy Number	mm/dd/yyyy	mm/dd/yyyy	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	X	Policy Number	mm/dd/yyyy	mm/dd/yyyy	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	X	Policy Number	mm/dd/yyyy	mm/dd/yyyy	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	X	Policy Number	mm/dd/yyyy	mm/dd/yyyy	<input checked="" type="checkbox"/> WE STATUS- LOSS LIMITS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
E							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
SUNDT/WALSH, A JOINT VENTURE - PROJECT NO.:
SUNDT/WALSH, A JOINT VENTURE - LOCATION/NAME:

CERTIFICATE HOLDER: Sundt/Walsh, A Joint Venture, Sundt Construction, Inc. The Sundt Companies, Inc. and Walsh Construction Group LLC
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
AUTHORIZED REPRESENTATIVE: BROKER SIGNATURE ONLY

POLICY NUMBER: MATCHES COI

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Sundt/Walsh, A Joint Venture, The Sundt Companies, Inc, Sundt Construction, Inc. and Walsh Construction Group, LLC, the Project Owner, their respective directors, officers, agents, employees, and others as required by written contract.	SUNDT/WALSH, A JOINT VENTURE JOB NUMBER: JOB NAME/LOCATION:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Exhibit K – Additional Requirements

POLICY NUMBER: *MATCHES COI*

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Sundt/Walsh, A Joint Venture, The Sundt Companies, Inc. Sundt Construction, Inc. and Walsh Construction Group, LLC, the Project Owner, their respective directors, officers, agents, employees, and others as required by written contract	SUNDT/WALSH, A JOINT VENTURE JOB NUMBER: JOB NAME/LOCATION:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: *MATCHES COI*

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Sundt/Walsh, A Joint Venture, The Sundt Companies, Inc. Sundt Construction, Inc. and Walsh Construction Group, LLC., the Project Owner, their respective directors, officers, agents, employees, and others as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Exhibit K – Additional Requirements

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Sundt/Walsh, A Joint Venture, The Sundt Companies, Inc., Sundt Construction, Inc. and Walsh Construction Group, LLC, the Project Owner, their respective directors, officers, agents, employees, and others as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium \$
Insurance Company	Countersigned By _____	

WC 00 03 13
(Ed. 4-84)

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Insured Copy

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:**
 - Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- The insurance provided to the additional insured by this endorsement is limited as follows:
 - In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - Supervisory, inspection, architectural or engineering activities.
- The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement.** However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
- As a condition of coverage provided to the additional insured by this endorsement:
 - The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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Exhibit K – Additional Requirements

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Minority Status Form

Areas in **bold italics** must be completed.

52.219-1 Small Business Program Representations (May 2004).

- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code]. See the following website for codes.
<http://www.census.gov/epcd/www/naics.html>
 - (2) The small business size standard is _____ [insert size standard].
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) **The offeror represents as part of its offer that it [] is, [] is not a small business concern.**
 - (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] **The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.**
 - (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] **The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.**
 - (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] **The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.**
 - (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]
The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
 - (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]
The offeror represents, as part of its offer, that -
(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. **[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]** Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) Definitions. As used in this provision—
"Service-disabled veteran-owned small business concern"-
(1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16),

Exhibit K – Additional Requirements



"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] **The offeror shall check the category in which its ownership falls:**

- ___ Black American.
- ___ Hispanic American.
- ___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ___ Individual/concern, other than one of the preceding.

52.219-19 -- Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] **The Offeror [] is, [] is not an emerging small business.**

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. **[Check one of the following.]**

No. of Employees Avg. Annual Gross Revenues

___ 50 or fewer	___ \$1 million or less
___ 51 -- 100	___ \$1,000,001 -- \$2 million
___ 101 -- 250	___ \$2,000,001 -- \$3.5 million
___ 251 -- 500	___ \$3,500,001 -- \$5 million
___ 501 -- 750	___ \$5,000,001 -- \$10 million
___ 751 -- 1,000	___ \$10,000,001 -- \$17 million
___ Over 1,000	___ Over \$17 million

52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (May 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. **[Check one of the following.]**

No. of Employees Avg. Annual Gross Revenues

___ 50 or fewer	___ \$1 million or less
___ 51 -- 100	___ \$1,000,001 -- \$2 million
___ 101 -- 250	___ \$2,000,001 -- \$3.5 million
___ 251 -- 500	___ \$3,500,001 -- \$5 million
___ 501 -- 750	___ \$5,000,001 -- \$10 million
___ 751 -- 1,000	___ \$10,000,001 -- \$17 million
___ Over 1,000	___ Over \$17 million

52.204-5 -- Women-Owned Business Other Than Small Business (May 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] **The offeror represents that it [] is a women-owned business concern.**

By: _____

(Print Name & Title)

Date: _____

Exhibit K – Additional Requirements



Request for Taxpayer Identification Number and Certification (Substitute IRS Form W-9)

Internal Revenue Service Code Section 6109 requires that you provide your Taxpayer Identification Number (TIN) to us. We are advising you of this requirement to obtain the information necessary to determine if you are required to receive Form 1099.

Please answer the information requested as it applies to you and return to Sundt/Walsh, A Joint Venture within seven days. Furnishing your correct TIN will prevent certain payments from being subject to the 28% backup withholding.

If you have any questions, you may contact Luanne Ruyle at (520) 750-4627. Mail to The Sundt/Walsh, A Joint Venture, P.O. Box 26685, Tucson, AZ 85726 or Fax to (520) 750-6260.

1. Type of Entity (check one)

- A. Corporation
- B. Sole Proprietor
- C. Individual
- D. Partnership
- E. Other (describe)

2. Taxpayer Identification Number (TIN).

(If Sole Proprietor or Individual and resident in or performing work in California, you must provide your social security number.)

A. Employer Identification Number

B. Social Security Number

3. Name and/or Company name as it appears on your Social Security card or Federal ID Number.

4. Are you an organization exempt from tax under IRS Code Section 501? (a tax exempt charitable organization)

Yes No

5. Which of the following categories best describes the type of transaction for which our company will make payments for you?

- A. Goods & Merchandise
- B. Subcontract
- C. Services
- D. Professional Fees
- E. Rents
- F. Medical Fees
- G. Legal Fees
- H. Other

6. If you are a U.S. resident alien (Yes No) who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items.

- a. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- b. The treaty article addressing the income.
- c. The article number (or location in the tax treaty that contains the saving clause and its exceptions).
- d. The type and amount of income that qualifies for the exemption from tax.
- e. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Under Penalties of Perjury, I certify that the information and taxpayer identification number is correct (or I am waiting for a new number to be issued to me).

Signature: _____

Title: _____

Date: _____

Sundt/Walsh BIM Requirements
Exhibit M

Exhibit M – BIM Requirements



Exhibit "M"

SOUTHWEST PLANT NEW 250-MGD HEADWORKS FACILITY

**BIM (Building Information Modeling)
3D Design & Modeling Program Requirements**



1.1 BIM REQUIREMENTS

- a. Building Information Modeling (BIM) Deliverables: BIM Deliverables are in addition and in conjunction to all other contracted deliverables. For details of contract and submittal requirements refer to the following: WW628 BIM Execution Plan December 2016 and Specification Section 00 73 87
- b. This project will be utilizing Building Information Modeling (BIM). As part of this process the following trades shall utilize a Three Dimensional CAD format capable of creating intelligent objects as the design tool to create their shop drawings:
 - i. UNDERGROUND SITE UTILITIES & CIVIL (Topography, etc.)
 - ii. HVAC – SHEET METAL & EQUIPMENT
 - iii. PLUMBING
 - iv. ELECTRICAL INSTRUMENTATION AND CONTROLS
 - v. FIRE PROTECTION
 - vi. STRUCTURAL STEEL
 - vii. METAL STUD FRAMING
 - viii. STRUCTURAL CONCRETE
 - ix. STRUCTURAL MASONRY
 - x. CEILING GRID
 - xi. LOW VOLTAGE SYSTEMS & PHOTOMETRIC SYSTEMS
 - xii. SECURITY CEILINGS, WALLS (METAL & MASONRY) & SCREENS
 - xiii. PROCESS/SPECIALTY EQUIPMENT/AREAS
 - xiv. PROCESS PIPING AND PROCESS EQUIPMENT
- c. All select subcontractors are required to have and use Navisworks (Version 2016) as the collaborative software to combine each disciplines model and use clash detection as a coordination tool. Select subcontractors must demonstrate the ability and willingness to use these tools and the tools interoperability with the Navisworks software. In addition to general contract requirements, the select subcontractors are also required to provide 2D shop drawings using A/E/C CAD Standard Release 6.0, along with their 3D model(s) of their scope of work as outlined below in both native (DWG, RVT.) and Navisworks (.NWD or .NWC) format.
- d. A preliminary BIM Project Execution Plan (PxP) is attached, the final PxP will be completed after subcontractor selection. Sundt/Walsh will hold a BIM Kickoff Meeting after subcontractor selection with all subcontractors participating in the BIM process to review the PxP at the location specified by the Project BIM manager. Subcontractor's lead Drafter/Modeler, Project Manager and Field Foreman/Superintendent will be required to attend this meeting in person. The lead drafter and Foreman/Superintendent from each subcontractor will be required to attend all subsequent collaboration meetings as outlined in the PxP at the location and frequency as determined by Sundt/Walsh. The foreman/superintendent managing the work in the field is required to participate in the BIM coordination/clash detection meetings held three times week until design and coordination is complete. At the BIM meetings, each subcontractor's foreman/superintendent will be required to assist in discussions with subcontractor's lead drafter/modeler, project manager and other subcontractors in the coordination and sequence of work.
- e. Should unavoidable conflicts be encountered during the preparation or review of the coordination models and supplemental drawings or Shop Drawings, or during construction, they shall be promptly brought to Sundt/Walsh Construction, in writing for resolution.
- f. Coordinated Shop drawings must be signed off by each coordinating trade and Sundt/Walsh Construction prior to submitting to the Approving Authority. Sign Off will be completed electronically. Prepare detailed Shop Drawings in plan view, with cross-sections as necessary, indicating the proposed installation plan for all wood or metal stud framing, HVAC, mechanical, fire alarm, plumbing, and electrical installations within the ceiling. These drawings should depict actual elevations, linear dimensions, all routing changes, transitions, and major offsets deemed necessary to accomplish the installation. Individual Shop Drawings will be prepared for each trade working within the designated space or area. These Shop Drawings shall be submitted to the Contracting Officer (Owner) for review prior to commencement of installation.

Exhibit M – BIM Requirements

- g. Shop drawings should accurately reflect the coordinated BIM model. Subcontractor shall remove and replace all work that does not comply with the signed off and approved coordinated shop drawings at his own expense. Repair or replace any other Work or property damaged by these operations at no additional cost to Sundt/Walsh Construction or the Contracting Officer (Owner). If there are any deviations from the shop drawings, the shop drawings must be updated weekly in Revit and send to Sundt/Walsh by Friday end of day.
- h. Where the Drawings are diagrammatic, showing only the general arrangement of the systems, subcontractor shall have responsibility for the fitting of materials and equipment to other parts of the equipment and structure, and to make adjustments as necessary or required to resolve space problems, preserve service room, and avoid architectural and structural elements and the Work of other trades. Contractor may be required to identify certain areas to relocate installations within the spaces depicted on the Drawings, e.g., ductwork may be shifted within the space shown to accommodate other systems. Such functional relocations shall not be deemed a change to the requirements of the Contract. In the event a rerouting of a system appears necessary, Contractor shall clearly highlight the proposed rearrangement on the submitted Shop Drawings and identify these and any changes specifically with a request for acceptance.
- i. Do not obstruct spaces and installations required to be clear for operation, maintenance, part replacement or Applicable Code Requirements.
- j. At the completion of the project each supplier and subcontractors is required to provide all As Built information shall be incorporated into the final Record Model.
- k. Each trade is responsible for incorporating assets information for each piece of their equipment directly into their model. Including but not limited to Warranty, Serial Number, Install Date, and Warranty Expiration.
- l. Participation is mandatory and any trade that does not participate and/or fails to upload coordinated models weekly is subject to back charge.

1.2 GENERAL

- m. All models to be provided to Sundt/Walsh in native file format as well as Navisworks Document Format (.NWD) or Navisworks Cache Format (.NWC)
- n. All elements of the project to be created in 3 Dimensions with real world sizes and coordinates
- o. All elements to have identifiable material designations
- p. All elements to have identity codes or CSI codes attached and equipment ...
- q. Equipment, doors, and windows to have manufacture and model attached if known
- r. The collaboration meetings will be held at a location to be determined by Sundt/Walsh that best suits the project's needs. A minimum of one contact from each firm shall be required to attend and participate in this weekly meeting; this contact must have a working knowledge of the model as well as the authority to authorize changes.
- s. Sundt/Walsh will set up a project collaboration website (SharePoint) for the sole purpose of exchanging modeling data. Each firm will be responsible to update their portion of the collaborated model to this website biweekly for the use in the weekly clash detection meeting. In some occasions firms will be asked to post more frequently for coordination purposes.
- t. All firms shall be responsible for providing their models in a Navisworks format. Please refer to <http://www.autodesk.com/products/navisworks/autodesk-navisworks-nwc-export-utility> for information on files that can be converted to Navisworks format by using exporter utilities.

1.3 UNDERGROUND SITE UTILITIES & CIVIL (Topography, etc.)

- a. Prepare model and all working and contract documents using one of the following 3D design tools:
 - i. Autodesk Civil 3D
 - ii. All other formats must be preapproved in writing
- b. Model site topography
- c. Model all underground utilities 1.5" or larger in diameter
- d. Model all bundled conduit or piping

- e. Model all vaults, manholes, tanks, and underground storage containers
- f. Model all duct banks
- g. Model all backwash preventers and control valves
- h. Model all other site structures needed that are not included in the architectural package
- i. Model all areas and systems that will require coordination with other components or systems

1.4 HVAC SHEET METAL AND EQUIPMENT

- a. Prepare model and all working and contract documents using one of the following 3D design tools:
 - i. Autodesk Revit 2016
 - ii. All other formats must be preapproved in writing
- b. Model all HVAC systems
- c. Model all ductwork including flanges, connections and flex duct
- d. Model all diffusers and return air ducts
- e. Model all hard piping including
- f. Model all gravity fed piping regardless of size
- g. Model all curbs and equipment pads
- h. For all equipment requiring installation or maintenance clearances, model the clearance as a separate semi-transparent element in the assembly
- i. Model all access panels
- j. Model all seismic bracing, hangers and supports for piping and ductwork
- k. Model and specify all penetrations and openings needed for routing with all contractors
- l. Model all other areas deemed necessary by Sundt/Walsh for HVAC, Mechanical Piping & Equipment
- m. Model insulation on all systems which are needed
- n. Model all temporary systems
- o. Model all areas and systems that will require coordination with other components or systems that will be the financial responsibility of the subcontractor.

1.5 PLUMBING

- a. Prepare model and all working and contract documents using one of the following 3D design tools:
 - i. Autodesk Revit 2016
 - ii. All other formats must be preapproved in writing
- b. Model all plumbing systems
- c. Model all hard piping including underground piping
- d. Model all gravity fed piping regardless of size
- e. Model all curbs and equipment pads
- f. For all equipment and piping requiring installation or maintenance clearances, model the clearance as a separate semi-transparent element in the assembly
- g. Model all access panels
- h. Model all seismic bracing, hangers and supports for piping
- i. Model and specify all penetrations and openings needed for routing with all contractors
- j. Model all other areas deemed necessary by Sundt/Walsh for Plumbing
- k. Model all insulation on all systems which are needed
- l. Model all temporary systems
- m. Model all areas and systems that will require coordination with other components or systems that will be the financial responsibility of the subcontractor.

1.6 ELECTRICAL INSTRUMENTATION AND CONTROLS

- a. Prepare model and all working and contract documents using one of the following 3D design tools:
 - i. Autodesk Revit 2016
 - ii. All other formats must be preapproved in writing
- b. Model all electrical systems
- c. Model all distribution boxes

Exhibit M – BIM Requirements

- d. Model all non-flexible conduit runs of 1" diameter or larger
- e. Model all bundled and ganged conduit
- f. Model all underground conduit runs
- g. Model all curbs and equipment pads
- h. Model all fixtures
- i. Model specialty systems (Fire Alarm, A/V, Security, Access Control and Telecom, etc.)
- j. For all fixtures requiring installation or maintenance clearances, model the clearance as a semi-transparent item in the assembly
- k. Model all access panels
- l. Model all seismic bracing, hangers, cable trays and supports
- m. Model and specify all penetrations and openings needed for routing with all contractors
- n. Model all other areas deemed necessary by Sundt/Walsh for Electrical
- o. Model all temporary systems
- p. Model all areas and systems that will require coordination with other components or systems that will be the financial responsibility of the subcontractor.

1.7 FIRE PROTECTION

- a. Prepare model and all working and contract documents using one of the following 3D design tools
 - i. Autodesk Revit 2016
 - ii. All other formats must be preapproved in writing
- b. Model all fire sprinkler systems, sprinkler drops and risers
- c. Model all piping runs
- d. Model all access panels
- e. Model all seismic bracing, hangers and pipe supports
- f. Model all other areas deemed necessary by Sundt/Walsh for Fire Protection
- g. Model all areas and systems that will require coordination with other components or systems that will be the financial responsibility of the subcontractor.

1.8 STRUCTURAL STEEL

- a. Prepare model and all working and contract documents using one of the following 3D design tools
 - i. Autodesk Revit 2016
- b. Model all full height walls and all framing systems
- c. Model all columns, beams, joists, purlins and trusses
- d. Model all ledgers and angles
- e. Model all framing pertaining to soffits, ceilings, skylights and shafts
- f. Model all penetrations and openings
- g. Model all seismic bracing, connection plates, kickers, hangers and supports
- h. Model all other areas deemed necessary by Sundt/Walsh for Structural

1.9 METAL STUD FRAMING

- a. Prepare model and all working and contract documents using one of the following 3D design tools
 - i. Autodesk Revit 2016
- b. Model all framing systems (Balloon & Platform)
- c. Model all full height walls, sills and headers
- d. Model all posts and beams
- e. Model all furring strips and channels
- f. Model all framing pertaining to soffits, ceilings, skylights and shafts
- g. Model all penetrations and openings
- h. Model all seismic bracing, kickers, hangers and supports
- i. Model all other areas deemed necessary by Sundt/Walsh for Metal Stud Framing

1.10 STRUCTURAL CONCRETE

- a. Prepare model and all working and contract documents using one of the following 3D design tools
 - i. Autodesk Revit 2016
 - ii. All other formats must be preapproved in writing
- b. Model all concrete walls
- c. Model all concrete systems
- d. Model all grade beams and footings including steps in proper location
- e. Model all zone of influence
- f. Model all penetrations and openings
- g. Model all reinforcing steel and post tension strands where needed for coordination with other trades
- h. Model all RFI changes related to Concrete
- i. Model all other areas deemed necessary by Sundt/Walsh for Structural Concrete
- j. Model all areas and systems that will require coordination with other components or systems that will be the financial responsibility of the subcontractor.

1.11 STRUCTURAL MASONRY

- a. Prepare model and all working and contract documents using one of the following 3D design tools
 - i. Autodesk Revit 2016
 - ii. All other formats must be preapproved in writing
- b. Model all Masonry walls
- c. Model all Masonry systems
- d. Model all penetrations and openings
- e. Model all RFI changes related to Masonry
- f. Model all other areas deemed necessary by Sundt/Walsh for structural masonry
- g. Model all areas and systems that will require coordination with other components or systems that will be the financial responsibility of the subcontractor.

1.12 CEILING GRID

- a. Prepare model and all working and contract documents using one of the following 3D design tools
 - i. Autodesk Revit 2016
 - ii. All other formats must be preapproved in writing
- b. Model all ceilings
- c. Model all framing systems
- d. Model all seismic bracing, kickers, hangers and supports
- e. Model all other areas deemed necessary by Sundt/Walsh for Ceiling Grid

1.13 LOW VOLTAGE SYSTEMS AND PHOTOMETRIC SYSTEMS

- a. Prepare model and all working and contract documents using one of the following 3D design tools
 - i. Autodesk Revit 2016
 - ii. CAD MEP
 - iii. All other formats must be preapproved in writing
- b. Model all electrical systems.
- c. Model all distribution boxes
- d. Model all conduit runs of 1.5" diameter or larger
- e. Model all bundled conduit
- f. Model all underground conduit runs within 5'-0"
- g. Model all fixtures
- h. Specialty systems (Fire Alarm, A/V, Security, Access Control and Telecom, etc.)
- i. For all fixtures requiring installation or maintenance clearances, model the clearance as a semi-transparent item in the assembly.
- j. Model all access panels
- k. Model all seismic bracing, hangers, cable trays and supports

Exhibit M – BIM Requirements

- l. Model and specify all penetrations and openings needed for routing with all contractors
- m. Model all other areas deemed necessary by Sundt/Walsh for Low Voltage Systems and Photometric Systems.
- n. Model all areas and systems that will require coordination with other components or systems that will be the financial responsibility of the subcontractor.

1.14 SECURITY CEILINGS, WALLS (METAL AND MASONRY) & SCREENS

- a. Prepare model and all working and contract documents using one of the following 3D design tools
 - i. Autodesk Revit 2016
- b. Model all ceilings
- c. Model all framing systems
- d. Model all seismic bracing, kickers, hangers and supports
- e. Model all Ceiling thicknesses needed for clearance
- f. Model all full height walls Model all framing systems
- g. Model all columns and beam
- h. Model all ledgers and angles
- i. Model all soffit, ceiling, skylight, and shaft framing
- j. Model all penetrations and openings
- k. Model all seismic bracing, kickers, hangers and supports
- l. Model all other areas deemed necessary by Sundt/Walsh for Security Ceilings, Walls & Screens
- m. Model all areas and systems that will require coordination with other components or systems that will be the financial responsibility of the subcontractor.

1.15 PROCESS/SPECIALTY EQUIPMENT/AREAS

- a. Prepare model and all working and contract documents using one of the following 3D design tools
 - i. Autodesk Revit 2016
 - ii. All other formats must be preapproved in writing
- b. Model all Equipment systems
- c. Model all Equipment connections
- d. Model all cabinetry
- e. Model all hard piping including underground piping
- f. Model all gravity fed piping regardless of size
- g. Model all curbs and equipment pads
- h. For all equipment requiring installation or maintenance clearances, model the clearance as a semi-transparent item in the assembly
- i. All access panels
- j. Model all seismic bracing, hangers and supports for piping and ductwork
- k. Model all other areas deemed necessary by Sundt/Walsh

1.16 PROCESS PIPING AND PROCESS EQUIPMENT

- a. Prepare model and all working and contract documents using one of the following 3D design tools:
 - i. Autodesk Revit 2016
 - ii. All other formats must be preapproved in writing
- b. Model entire process piping, equipment and related systems
- c. Model all hard piping including underground piping
- d. Model all gravity fed piping regardless of size
- e. Model all curbs and equipment pads
- f. For all equipment and piping requiring installation or maintenance clearances, model the clearance as a separate semi-transparent element in the assembly
- g. Model all access panels
- h. Model all seismic bracing, hangers and supports for piping
- i. Model and specify all penetrations and openings needed for routing with all contractors

- j. Model all other areas deemed necessary by Sundt/Walsh for Plumbing
- k. Model all insulation on all systems which are needed
- l. Model all temporary systems
- m. Model all areas and systems that will require coordination with other components or systems that will be the financial responsibility of the subcontractor.

1.17 MISCELLANEOUS

- a. Prepare model and all working and contract documents using one of the following 3D design tools
 - i. Autodesk Revit 2016
 - ii. All other formats must be preapproved in writing
- b. Model all under floor air distribution and/or raised access flooring areas
- c. Model all furniture systems
- d. Model all artwork
- e. Model all fountains and pools
- f. Model all security systems
- g. Model all access controls

Sundt/Walsh Site Safety Management Plan
Exhibit P1

Exhibit P1 – Site Safety Plan

Exhibit P1



SAFETY MANAGEMENT PLAN

SITE INJURY AND ILLNESS PREVENTION PLAN

New Headworks Facility

SE Water Pollution Control Plant

750 Phelps Street

San Francisco, Ca 94124

City of San Francisco

Date: 11/16/2016



Exhibit P1

INTRODUCTION

California OSHA requires an active safety and health program that includes general safety and health program elements as well as the management of hazards specific to each project.

A Project Safety Management Plan [Injury and Illness Prevention Program (IIPP)] is a document that outlines how safety is managed for perceived and actual hazards on each jobsite. It is a dynamic document which must be available to all persons involved. They must understand and comply with the requirements included in the plan.

Sundt/Walsh Joint Venture is a company committed to protecting employees, clients and the general public on all our projects. This premise is a Company value of great importance. Our goal is ZERO incidents. This is a written Project Safety Management Plan /Injury and Illness Prevention Program (IIPP) that Sundt/Walsh Joint Venture implements and maintains as part of our everyday Project Management procedures.

The following guiding principles will evidence this philosophy and our future success:

- Senior Management is responsible to support and monitor the safety, health and risk management process.
- The line organization is responsible and accountable to lead and implement the safety, health and risk management process.
- Supervision shall possess the skills commensurate with project responsibilities.
- All employees must comply with safety, health and risk management requirements.
- We will work towards continuous improvement.
- We will foster a culture that aligns safety, health and risk management.
- Reduction of incidents will be the measure of our success.



Exhibit P1 – Site Safety Plan

Exhibit P1

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Sundt/Walsh Safety Manual
Exhibit P2

Exhibit P2 – Safety Manual

Exhibit P2



SAFETY STATEMENT

Employees are our most important asset and their safety is our greatest responsibility. It is the policy of Sundt Construction, Inc. to make every effort to provide a safe working environment, to eliminate safety hazards and to provide adequate Personal Protective Equipment (PPE) for all employees. Further, it is our goal to create safety awareness among our employees so that each individual understands that they have the ultimate responsibility to work safely. In addition, it is our intent to eliminate both unsafe working conditions and unsafe work practices. This will ensure that our most valuable asset, the employees of Sundt Construction, Inc. will be provided with a safe and healthy place in which to work.

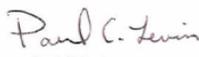
It is the policy of our company to:

1. Comply with all federal, state and/or local regulations and client rules governing safety at the job site.
2. Take expedient action to correct unsafe conditions or work practices.
3. Promote safety awareness.
4. Hold each employee responsible and accountable for his or her individual safety.
5. Encourage our employees to inform their supervisor immediately when unsafe conditions are present without fear of reprisal.
6. Provide the training to support the accident reduction techniques necessary in implementing this policy.

Every reasonable effort will be made to ensure that employees are able to safely accomplish assigned tasks. No task is so important, or so urgent that it cannot be done safely.

SUNDT CONSTRUCTION, INC.


David S. Crawford
President & CEO


Paul C. Levin
Corporate Director of Safety & Quality

Building Integrity Since 1890™

2620 S. 55TH STREET • TEMPE, AZ 85282 • 480.293.3000 • WWW.SUNDT.COM

ARIZONA • CALIFORNIA • NEVADA • TEXAS

Company Licenses: AZ: 802764012-A 802646014-L-09 802878789-D-37 802878101-L-11 CA: 451175-A1-B
802878113-D-01 802878084-L-04 802878661-1-33 802878631-D JP: 22161-A-8

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INTRODUCTION

This Safety Manual / IIPP is a basic framework for safety efforts of Sundt/Walsh, A Joint Venture. The framework consists of the following components:

1. Corporate Safety Policy
2. Roles and Responsibilities
3. Procedural Information
4. Awards and Recognition
5. Reports and Statistical Information
6. Safety Indoctrination and Training
7. Communications
8. Safety Regulations and Standards
9. Tool Box Safety Meeting-Sample Talks
10. Preconstruction Safety Analysis Forms – Project / Task Specific
11. Safety Meeting Forms – Weekly / Daily
12. Inspection Forms / Checklists
13. Accident / Property Damage / Investigation Form
14. For policies and statement unique to each Sundt/Walsh, A Joint Venture District
15. For policies and statement unique to each Sundt/Walsh, A Joint Venture Project

NOTE: This Safety Manual/IIPP is a working tool for each district's management and supervision including the work site (job site, shop, yard, or office). Since each district will need to supplement or amplify this safety manual, sections fourteen and fifteen are provided as additional space for that purpose.

Each division may publish supplemental safety policies, procedures and statements unique to its own needs and operations. Expansion and tailoring of this safety manual to meet the needs of each division, consistent with this manual, are encouraged. Sundt/Walsh, A Joint Venture Safety Department Personnel are available to assist and advise in such efforts.

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Exhibit P2

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**CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
WASTEWATER ENTERPRISE**



**HARLAN L. KELLY, JR.
GENERAL MANAGER**

**KATHRYN HOW
ASSISTANT GENERAL MANAGER
INFRASTRUCTURE**

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) CONTRACT
SOUTHEAST WATER POLLUTION CONTROL PLANT
NEW HEADWORKS FACILITY**

CONTRACT NO. WW-628

JUNE 2016

SPECIFICATIONS

COPY NO. _____

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