



REQUEST FOR STATEMENT OF QUALIFICATIONS FOR BIDDING SUBCONTRACTORS

FOR

San Mateo Health System Campus Upgrade Project

San Mateo, California

June 29, 2018

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NOTICE TO SUBCONTRACTORS FOR BIDDING PREQUALIFICATION

I. PROJECT NOTICE

Truebeck Construction (“Truebeck” and “CMR”) intends to award specialty trade contractor subcontracts by competitive bidding for **San Mateo Health System Campus Upgrade Project** in San Mateo, California. Bidders must be prequalified in order to submit a bid proposal for the project. Prequalification will include Group A, Group B and Group C components.

Prospective Bidders shall note that this project has received budget approval, and Truebeck Construction and the County of San Mateo reserve the right to stop the project and reject any and all Prequalification packages and/or proposed bid amounts.

II. OVERALL DESCRIPTION OF WORK

The San Mateo Health Campus project is composed of the following eleven (11) components

Project Component	Project Component Groups	Component/ Location	Scope	Anticipated Start Date	Substantial Completion	Lead AHJ	Approx. Area (GSF)
A-1	Group A	Nursing Wing Ground Floor	Renovation	11/07/18	09/13/19	OSHDP-1	27,330 SF
A-2		Facilities Engineering Office and Shop Relocation	New Location	11/27/18	02/08/19	Cty of San Mateo Bldg. Dept. & OSHDP-1	4,580 SF
A-3.1		Central Plant	Renovation	02/11/19	07/23/19 (Ph 1) 12/31/21 (Ph 2)	OSHDP-1	11,382 SF
A-3.2		Fire Alarm Annunciation Panel	New Installation	11/07/18	01/28/19	OSHDP-1	-
A-4		MRI Trailer and Dental Van	Relocation	11/07/18	02/20/19	County of San Mateo (OSHDP-3)	-
B-5	Group B	Administration Office Building	New Construction	02/20/19	03/19/20	County of San Mateo Bldg. Dept.	45,200 SF
B-6		North Addition Rehab Dept.	Renovation	10/25/19	12/17/19	OSHDP-1	5,000 SF
C-7	Group C	1954 Building Demolition	Demolition	06/26/20	12/10/20	OSHDP-1	109,000 SF
C-8		Link Building	New Construction	12/07/20	12/10/21	County of San Mateo Bldg. Dept.	24,800 SF
C-9.1		Health Services Building Demo	Demolition	05/14/21	12/10/21	County of San Mateo Bldg. Dept.	70,000 SF
C-9.2		Sitework	New Construction	12/07/20	12/10/21	County of San Mateo Bldg. Dept.	215,000 SF (4.5 Acres)

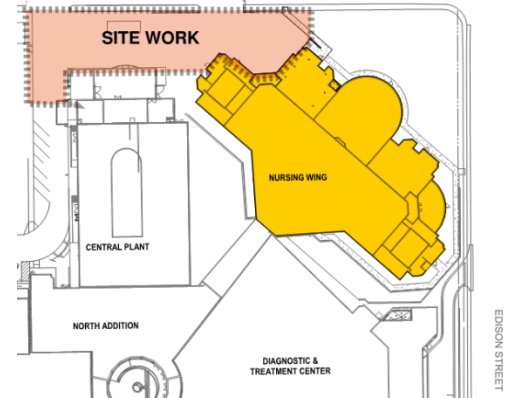
The Authorities Having Jurisdiction (“AHJ”) for all Project components includes, but are not limited to, Office of Statewide Health Planning and Development (OSHDP), State and City of San Mateo Fire Marshall, City of San Mateo, County of San Mateo Environmental Health Department, County of San Mateo Planning and Building Department (CoSM) and all other relevant agencies.

III. GENERAL DESCRIPTION OF WORK

The San Mateo Health Campus Project is comprised of several buildings and site related projects. The scope of work for each component is described below: (**Group A projects** and **Group B & C Projects**)

A-1: Nursing Wing Ground Floor - Renovation (OSHPD 1) – approximately 27,330 SF and ROM of \$11,540,000:

- Nursing Wing Ground Floor shall be renovated to receive the OSHPD essential services to be relocated from the 1954 Building. These services include, but are not limited to, dietary kitchen, café & servery, staff lockers, emergency storage, PBx operators, and outpatient rehabilitation clinic. In addition, this project includes construction of a food service loading dock, loading dock canopy and associated site work.
- Nursing Wing Ground Floor spaces will be vacated prior to the start of construction. Any leftover items (such as furniture, shelving, broken equipment, etc.) will be discarded during demolition. The operation of all patient services provided within the Nursing Wing floors 1 thru 3 shall remain uninterrupted throughout the renovation duration. Truebeck shall work with the PDU and the San Mateo Medical Center for shutdown coordination, working hours and infection control requirements.

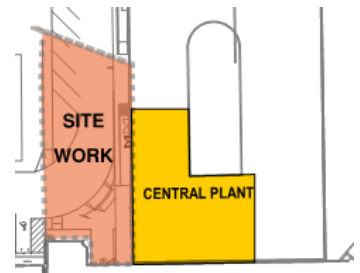


A-2: Facilities Engineering - Relocation (County of SM/OSHPD-1) – approximately 4,580 SF and ROM of \$632,000:

- Facilities Engineering Relocation is a design-bid-build project that relocates the Facilities Engineering Group from its current Central Plant location to a new location on the campus. Scope includes a 1,620 SF pre-engineered shop building, 960 SF portable office trailer and a Tool Shed. Scope includes site demolition and preparation for these buildings and trailers, associated curb cuts, new drive aisle and a forklift path to access the main hospital via the Central Plant.
- The scope also includes a small amount of space in the basement of the 1954 Building, which is governed by OSPHD-1. The scope for the 1954 building basement should include installation of shelving and removal of existing high density shelving floor tracks.
- Truebeck shall work with the PDU and the San Mateo Medical Center for shutdown coordination, working hours and infection control requirements.

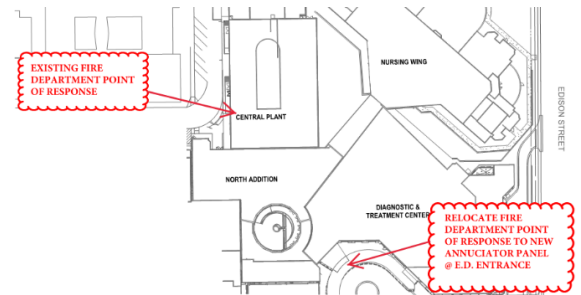
A-3.1: Central Plant Renovation (OSHPD 1) – approximately 11,382 SF and a ROM of \$5,500,000:

- After vacating Central Plant Facilities Engineering Office and Shop, the space shall be renovated to receive the Materials Management Warehouse/Storage, Central Supply, Linen Department, Materials Management loading dock, loading dock canopy and associated site work. Central Plant Boiler Watch area will be renovated to include additional engineering work stations. The interior renovations will be phased from the exterior improvements. During the two phases, a temporary dock will be used to support the operations.
- During construction, Truebeck shall coordinate with County to designate and maintain all required unobstructed truck access routes to the existing food service loading dock in 1954 Building and critical hospital equipment including but not limited to, oxygen supply tank, boilers, chillers, generators and other electrical equipment throughout the construction duration. Additionally, City of San Mateo Emergency Vehicle Access (EVA) route shall be designated and remain unobstructed throughout the construction duration.



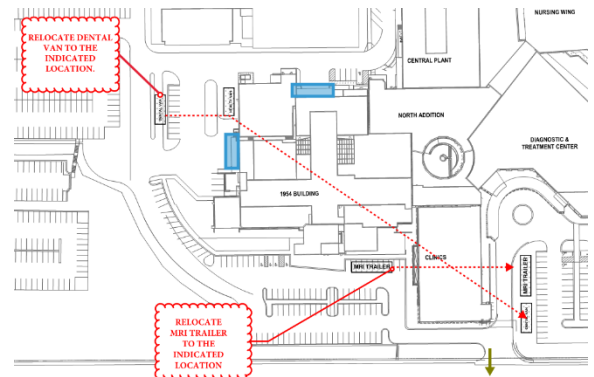
A-3.2: Fire Alarm Annunciator - New Installation (OSHDP 1) ROM of \$76,000:

- Scope of work shall include, but not limited to, addition of new Annunciator Panel, programming, commissioning & testing, inspections and start-up.
- Existing Fire Department Point of Response is in the Central Plant and it is being relocated to a new Annunciator Panel at the Hospital Lobby Entrance.



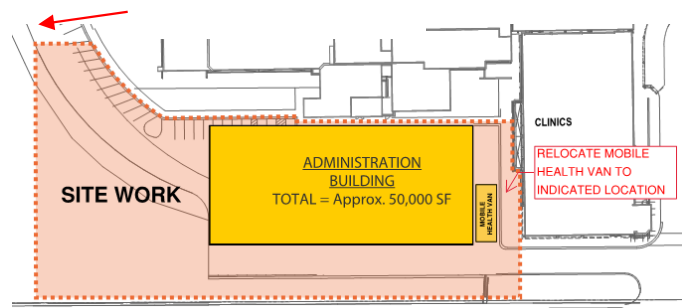
A-4: MRI Trailer and Dental Van - Relocation (County of SM, OSHDP-3) and a ROM of \$1,000,000:

- The MRI Trailer and Dental Van shall be relocated as their current location will be occupied by future construction. Scope of work shall include but not limited to permitting, site preparation, construction of foundation pads, coordination of all associated utilities to receive the above components at the new locations, commissioning & testing, inspections and start-up.



B-5: Administration Office Building – New Construction (County of SM) – approximately 45,200 SF and a ROM of \$26,000,000:

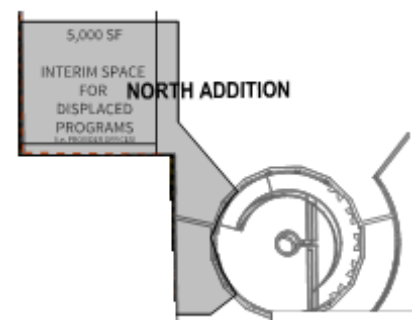
- The newly proposed building is approximately 45,200 SF with three levels and will utilize the entire Parking Lot area to the south of building 1954. This building will eventually connect with the C-8.1 Link Building to make a 70,000 SF building.
- Truebeck shall designate and maintain all required unobstructed egress pathways and City of San Mateo Emergency Vehicle Access (EVA) throughout the construction duration. The Pathway will be to the South of New Administration Building.
- Mobile Health Van that is currently located to the North of Materials Management loading dock will be relocated from its existing location to a new location which will be closer to the new Administration Office Building.



B-6: North Addition Rehab Department – Renovation (OSHDP 1)

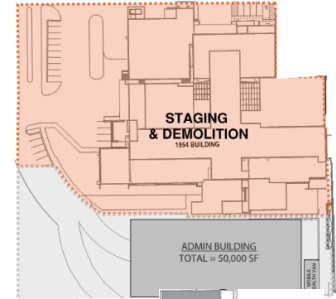
– approximately 5,000 SF and a ROM of \$1,000,000:

- This project intends to renovate the vacant Rehab Department to house the offices during the construction interim period. Scope to be provided during the design process.



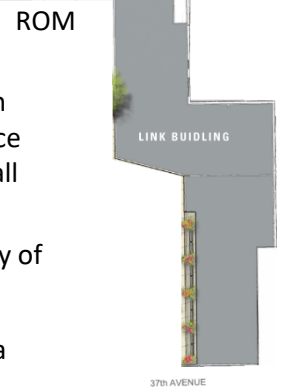
C-7: 1954 Building – Demolition (OSHPD 1) – approximately 109,000 SF and a ROM of \$6,600,000:

- The demolition shall begin once the 1954 Building is vacated. The 1954 Building may contain hazardous materials. Truebeck shall work with the County's selected environmental consultant and all applicable environmental agencies to perform necessary abatement work. All abatement work shall be performed in accordance with all applicable regulations, laws, codes, etc.
- Scope also includes building a three hour wall separating the existing North Addition Building to the Future C-8.1 Link Building.



C-8: Link Building – New Construction (County of SM) – approximately 24,800 SF and a ROM of \$17,300,000:

- The Link Building shall be constructed immediately to the North of the newly construction Administration Office Building. The Link Building will connect the new Administration Office Building to the hospital. The Link Building is a mostly one story office building, with a small second floor.
- Truebeck shall designate and maintain all required unobstructed egress pathways and City of San Mateo Emergency Vehicle Access (EVA) throughout the construction duration.



C-9.1: Health Services Building – Demolition (County of SM) – approximately 69,000 SF and a ROM of \$2,980,000:

- Health Services Building staff will be vacated, then Health Services Building shall be demolished. Truebeck shall work with the County's selected environmental consultant and all applicable environmental agencies to perform necessary abatement work. All abatement work shall be performed in accordance with all applicable regulations, laws, codes, etc.



C9.2: Sitework – New Construction (County of SM) – approximately 215,000 SF and target estimated to be \$6,000,000:

- Scope includes a new drive aisle from 37th Avenue, a new Drop-Off Plaza in front of the Admin Building and the Link Building, new sidewalk path from 37th avenue, new pathways (ramps and stairs) from the Upper Parking Lots, new parking lot, and overall new landscape.
- Scope will be completed in phases, with coordination with the B-5 Admin Building and the C-8 Link Building projects.
- Scope also includes development of truck entrance, and service vehicle parking adjacent to the Central Plan.



PREVAILING WAGE LAWS:

This project is subject to the requirements of Section 1770 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Subcontractors are required to register with the Department of Industrial Relations (DIR). The project does not allow any contractor, subcontractor or sub-subcontractor that is on the list of debarred contractors. Prevailing wage rate information may also be obtained via the Internet at www.dir.ca.gov.

CERTIFIED PAYROLL REPORTING:

As a condition to receiving progress payments, final payment and payment of retention on any and all project on which the payment of prevailing wages is required, all trade subcontractors agree to present to the County of San Mateo and Truebeck Construction along with their request for payment all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The County of San Mateo shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and other required LCP documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified by Truebeck Construction and/or the County of San Mateo, Truebeck Construction and/or the County of San Mateo may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

IV. TRADE PACKAGES:

The overall scope of work will be divided into specialty trade contractor bid packages, separated into Group A Bid Package and Group B & C Bid Package.

- **The Group A specialty trade subcontracts will be awarded in October of 2018, pending permit approval. The on-site work will begin approximately November 2018. Refer to Section II above for specific dates. The current prequalification is for the Group A documents, but all those prequalified for Group A will automatically be approved for Group B and Group C.**
- Group B and Group C specialty trade subcontracts will be awarded late in 2018 or early 2019. Work occurs on these projects beginning in early 2019 and continues to late 2021. A separate prequalification will be sent out for Group B & Group C documents.

The following matrix shows the expected scope per each component. **White is included; Grey is no scope.**

BP #	Trade	A-1	A-2	A-3.1	A-3.2	A-4	B-5	B-6	C-7	C-8	C-9.1	C-9.2
0154-CR	Crane & Rigging											
0154-SC	Scaffolding & Stair Towers											
0171-SS	Survey & Staking											
0174-WM	Cleaning & Waste Management											
0241-BD	Building Demolition											
0241-ID	Interior Demolition											
0241-SD	Site Demolition											
0280-AB	Abatement											
0311-CF	Concrete Formwork											
0320-RS	Concrete Reinforcement											
0331-SC	Structural Concrete											
0335-PF	Horizontal Place & Finish											
0337-CP	Concrete Pumping											
0337-SH	Shotcrete											
0512-SS	Structural Steel											
0530-MD	Metal Decking											
0550-MM	Miscellaneous Metals											
0611-RC	Rough Carpentry											
0615-WD	Wood Decking / Roof Decking											

The following matrix shows the expected scope per each component. **White is included; Grey is no scope.**

BP #	Trade	A-1	A-2	A-3.1	A-3.2	A-4	B-5	B-6	C-7	C-8	C-9.1	C-9.2
0620-FC	Finish Carpentry											
0642-WP	Architectural Wood Fins											
0710-WP	Waterproofing											
0721-IN	Insulation											
0742-MP	Wood / Metal Panels											
0750-RF	Roofing											
0755-GR	Green Roof Assemblies											
0760-FL	Flashing & Sheet Metal											
0791-MR	Metal Roofing											
0781-CF	Cementitious Fireproofing											
0784-FS	Firestopping											
0810-DS	Doors, Frames & Hardware											
0833-OC	Overhead Coiling Doors											
0833-SC	Elevator Smoke Curtains											
0840-EG	Exterior Glazing Assemblies											
0845-SA	Specialty Skin Assemblies											
0860-SK	Skylights											
0880-GL	Interior Glazing											
0920-DR	Drywall & Metal Framing											
0924-LP	Lath & Plaster/ EIFS Assemblies											
0930-TL	Ceramic Tile & Stone											
0951-AC	Acoustical Ceilings											
0954-SC	Specialty Ceilings											
0960-FL	Flooring											
0964-WF	Wood Flooring											
0966-TZ	Terrazzo											
0967-EF	Epoxy Flooring											
0972-WC	Wall Coverings											
0977-AP	Acoustic Wall Panels											
0991-PT	Painting											
0997-SC	Special Coatings											
1011-VD	Visual Display Boards											
1014-SG	Signage											
1020-MS	Miscellaneous Specialties											
1021-CC	Toilet Partitions											
1022-SP	Special Partitions											
1026-WC	Wall & Corner Guards											
1028-TA	Toilet Accessories											
1051-LK	Lockers											
1113-LD	Loading Dock Equipment											
1140-FS	Food Service Equipment											

The following matrix shows the expected scope per each component. **White is included; Grey is no scope.**

BP #	Trade	A-1	A-2	A-3.1	A-3.2	A-4	B-5	B-6	C-7	C-8	C-9.1	C-9.2
1220-CC	Cubicle Curtains											
1220-WT	Window Treatment											
1235-LC	Lab Casework											
1344-MT	Modular Prefab Trailers											
1420-EL	Elevators											
2100-FP	Fire Protection											
2200-PL	Plumbing Assemblies											
2300-HV	HVAC Assemblies											
2600-EL	Electrical Assemblies											
2631-PV	Photo Voltaic Assemblies											
2710-LV	Low Voltage Assemblies											
2740-AV	Audio Visual											
2810-SS	Security Systems											
2831-FA	Fire Alarm											
3122-GD	Earthwork & Grading											
3123-SE	Structural Excavation											
3140-SU	Shoring & Underpinning Systems											
3163-DL	Drilled Piers / Deep Foundations											
3212-AC	AC Paving											
3214-UP	Unit Pavers											
3216-SC	Site Concrete											
3217-ST	Striping											
3231-FG	Fences & Gates											
3290-LI	Landscaping & Irrigation											
3300-SU	Site Utilities											

V. GROUP A PREQUALIFICATION PROCESS

The prequalification will be a one-step process. The County of San Mateo and Truebeck Construction have determined that trade subcontractors who plan to participate in the competitive bidding selection process for Bid Packages greater than \$ 25,000 for this project must be prequalified in order to participate in the bidding selection process.

Prequalification documents consisting of this **REQUEST FOR STATEMENT OF QUALIFICATIONS** together with the **GROUP A PREQUALIFICATION QUESTIONNAIRE** will be available to intending bidders beginning at **10 AM on June 29th, 2018** at <https://www.smcphu.org>

Prequalification requires an accurate completion and submission of a written questionnaire response by all interested trade subcontractors. These responses will be evaluated by the County of San Mateo and Truebeck Construction and will establish a trade subcontractor's prequalification status for bidding.

Any questions or requests for clarifications or interpretation of the Prequalification Documents must be submitted in writing to Paul Hundal, Capital Project Manager, County of San Mateo @ ahundal@smcgov.org and Sam Lin, Senior Project Manager, County of San Mateo @ slin@smcgov.org by **5 PM, July 13, 2018**. Questions received after the above-noted deadline may be answered at the discretion of Truebeck Construction and the County of San Mateo.

Revisions and question responses will be posted at <https://www.smcpdu.org> during the business day of **July 20, 2018**. Prospective bidders will be responsible to check the website above on date indicated to download any addendums.

Prospective bidders shall submit one (1) set of the completed Prequalification Questionnaire and required attachments **in a sealed envelope identifying project name, trade subcontractor's name and address, with an additional 2 copies of the prequalification questionnaire document in a separate envelope again noting project name and trade subcontractor's name and address**, to Paul Hundal, Capital Project Manager, County of San Mateo at the County of San Mateo Project Development Unit at 1402 Maple Street, Redwood City CA, 94063 by **Monday, July 30, 2018, 4 PM**. **Truebeck Construction and/or the County of San Mateo will not accept completed prequalification questionnaires via FAX. All prequalification questionnaires submitted must be sent so that they are received by the County of San Mateo on or before Monday, July 30, 2018, 4 PM.**

No Group A Prequalification Questionnaire will be accepted after **Monday, July 30, 2018, 4 PM**.

However, the County of San Mateo and Truebeck Construction reserve the right to request, to receive, and to evaluate supplemental information after the above time and date at its sole discretion.

There are a total of 97 possible points. To achieve prequalification to bid upon the project, proposing trade subcontractors must not fail any of the Pass/Fail questions (1 through 10) and must be awarded a minimum of 67 points out of the total 97 points possible for questions 11 through 20. Please refer to the Prequalification Form attached for how the points are allocated.

Those trade subcontractors who have submitted the Group A Prequalification Questionnaire will be notified by letter or email, whether or not they are prequalified and will be invited to participate in the bidding process.

VI. EVALUATION FACTORS FOR PREQUALIFICATION

Prequalification of prospective trade subcontractors will be determined by the application of a pre-established rating system, pass/fail and point score.

The below **minimum requirements** will be evaluated on **pass/fail method and trade subcontractors must pass all below items:**

1. Declaration: Properly signed by the authorized person.
2. License: Possession of California Contractor's License/classification in good standing at the date and time of the Prequalification questionnaire submittal. Please list license # and class in space provided. Note: Electrical Workers employed on this project shall be certified in accordance with the law. By signing on the certification page, Trade Subcontractor is certifying that all electrical workers employed on this project are certified in accordance with the law.
3. Firm has been in business for at least five (5) years.
4. Firm(s) has not been disqualified, debarred, removed or otherwise prevented from bidding on, or completing any public agency projects for any reason at any time within the last ten (10) years.
5. Firm(s) has not been terminated for cause on any public works projects at any time within the last ten (10) years.
6. Firm(s) has not been denied the right to bid upon a determination that the firm is not responsible, on any public works projects at any time within the last ten (10) years.
7. Firm(s) has never been subject of a disciplinary proceeding by a public agency at any time within the last ten (10) years.
8. Firm(s) has not been found in a final decision of a court to have submitted a false claim to a public agency within the last ten (10) years.
9. Firm can provide 100% Payment and Performance Bond in the anticipated contract amount. (Please attach letter from Surety)
10. Firm participates in certified Apprenticeship Program approved by the State Division of Apprenticeship Standards.

The following criteria will be graded upon an assessed point scale as noted:

11. Firm has a local office within a 60-mile radius of the project site.
12. Safety: EMR Rating, Recordable Incident rating (RIR) and Average Lost Workday Incident rate (LWIR) for the past 3 years.
13. Construction Experience: Specific requirements to be submitted are described under Item 13 of the Prequalification Questionnaire.
14. Any decisions/findings/determinations within the past 10 years which have been rescinded or settled wherein firm has agreed that it will refrain from bidding on projects for a specific public agency or from bidding on public projects generally.
15. Any decision/findings/determinations which have been rescinded, settled or are on appeal wherein firm has been found to have submitted a false claim to a public agency.
16. Claims History, Criminal Matters & Civil Suits.
17. Assessment of liquidated damages.
18. Demonstrate current bonding capacity and ability to provide bonding. Surety companies used by bidder shall be an admitted surety insurer as defined in the California Code of Civil Procedures Section 995.120.
19. Ability to provide general liability (per occurrence and aggregate), completed operations, personal and advertising injury and auto insurance coverage, and errors & omissions coverage where applicable.
20. Firm's local office has an average annual volume of:

Mechanical (Wet/Dry):	\$ 10 million in each of the past three consecutive calendar years
Plumbing:	\$ 7 million in each of the past three consecutive calendar years
Electrical:	\$ 12 million in each of the past three consecutive calendar years
Fire Protection:	\$ 5 million in each of the past three consecutive calendar years
Exterior Panels:	\$ 7 million in each of the past three consecutive calendar years
Exterior Glazing:	\$ 7 million in each of the past three consecutive calendar years
Structural Steel/Misc. Iron:	\$ 10 Million in each of the past three consecutive calendar years
Gypsum Drywall/Framing/Plaster:	\$ 7.5 Million in each of the past three consecutive calendar years
Structural Concrete:	\$ 7 Million in each of the past three consecutive calendar years
Elevators:	\$ 5 Million in each of the past three consecutive calendar years
Haz. Material Abatement	\$ 5 million in each of the past three consecutive calendar years
"Hard" demolition(Concrete)	\$ 5 Million in each of the past three consecutive calendar years
"Soft" Demolition	\$ 3 Million in each of the past three consecutive calendar years
All others not listed:	\$ 3 million in each of the past three consecutive calendar years

**Please also identify volume amount specific to OSHPD-1 work.*

PLEASE REFER TO THE PREQUALIFICATION QUESTIONNAIRE OF THIS PREQUALIFICATION DOCUMENT FOR DETAILS AND REQUIREMENTS WITHIN EACH CATEGORY LISTED ABOVE. TO ACHIEVE PREQUALIFICATION STATUS, PROPOSING TRADE SUBCONTRACTORS MUST NOT FAIL ANY OF THE PASS/FAIL QUESTIONS (ITEMS 1 THROUGH 10) AND MUST BE AWARDED A MINIMUM OF 67 OUT OF THE POSSIBLE 97 POINTS.

Any prospective trade subcontractor found to be not prequalified as a result of the trade subcontractor's answers to the Prequalification Questionnaire will receive written response from Truebeck Construction explaining the decision. If the proposing trade subcontractor can refute some of the facts upon which the decision was based, the proposing trade subcontractor may appeal the decision. The appeal shall

state the basis of the appeal and must be submitted in writing within five (5) working days of receipt of notification of non-prequalification and may request a review by Truebeck Construction and the County of San Mateo.

- A. Any proposal protest in connection with the RFSOQ must be submitted in writing to Deborah Bazan, Director, Project Development Unit, 1402 Maple Street, Redwood City, California (Owner's Office), before 3:00 p.m. of the fifth Business Day following the issuance of the prequalification results. Owner will use reasonable efforts to deliver by e-mail a copy of prequalification results to all Proposers who submitted Proposals no later than the Business Day after issuance, although any delay or failure to do so will not extend the Proposal protest deadline described above.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. Only Proposers whom the Owner otherwise determines are responsive and responsible are eligible to protest a Proposal; protests from any other Proposer will not be considered. In order to determine whether a protesting Proposer is responsive and responsible, Owner may evaluate all information contained in any protesting Proposer's Proposal and conduct the same investigation and evaluation as Owner is entitled to take regarding a potential Proposer.

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

The County of San Mateo and Truebeck Construction reserve the right to reject any or all responses to prequalification questionnaires and any or all bids and to waive non-material irregularities in any response or bid received.

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

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

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

SELECTION PROCEDURES

Upon completion of the 100% Construction Documents, the prequalified trade subcontractors shall submit lump sum pricing for specific portions of the scope of work. The lowest responsive bid submitted from prequalified trade subcontractors for each trade package shall be awarded the work. Per Public Contracting laws, each trade subcontractor shall bid the full scope of work for each trade package and shall not attach any clarifications, exceptions or exclusions to their bid proposals. Only proposals submitted on the official project bid form for each specific trade package, filled out completely and signed by an authorized representative of the bidder, will be accepted.

CONTRACT PROCEDURES

PDU will submit to the County of San Mateo Board of Supervisor for approval of the lump sum contract with the lowest responsive bidder for authorization of the work. Once approved by the Board, PDU will make the assignment and novation of the trade subcontractor to the Truebeck.

All trade subcontractors on the project will also be required to sign the Truebeck Construction Master Subcontract Agreement. A copy of the proposed Master Subcontract Agreement with Truebeck Construction is shown as Attachment III.

This project is covered by a Owner Approved Contractor Controlled Insurance Program (CCIP) which will protect CMR, Trade Subcontractors, and Owner from claims which may arise from, result from, or have connection to, CMR's actions or inactions relating to the Project and the Work, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The CCIP shall extend coverage for completed operations that extend beyond acceptance of the certification of completion for defects, warranties, and maintenance obligations, if any, for ten (10) years. The CCIP shall be for coverages and amounts in accordance with the estimated construction cost. The CCIP shall include coverage for the following areas at the minimum limits specified below:

1. Worker's Compensation: as required by the California Labor Code; (Trade Subcontractor's will be required to provide an alternate for Worker's Compensation if decided to not be covered by CCIP)
2. Employer's Liability: \$1,000,000 per accident;
3. Commercial General Liability: \$2,000,000 per occurrence and \$4,000,000 aggregate;
4. Completed Ops (10 years): \$5,000,000;
5. Personal/Advertising Injury: \$2,000,000;
6. Damages to Rented Premises: \$250,000;
7. Med pay: \$100,000;
8. Umbrella/Excess Liability: \$82,000,000;
9. Commercial Automobile: \$2,000,000 combined single limit per accident for bodily injury and property damage, primary for any auto, including all owned, non-owned, and hired vehicles;
10. Builder's Risk: CMR shall procure and maintain in effect a Builders' Risk (course of construction) insurance with the broadest possible coverage for completed value of the Work but include all materials, machinery, equipment, and supplies owned by CMR or which CMR has assumed legal liability for, to be used in the fabrication, erection, or construction of the project. No deductible shall exceed \$100,000, per occurrence except for earthquakes, earth movement or flood. Builder's Risk Policies shall contain the following provisions: (a) Owner and Subcontractors of every tier shall be named as an additional insured loss payee; and (b) Coverage shall contain a mutual waiver of subrogation in favor of the Design Build Entity, Subcontractors at every tier, and the Owner, its officials, employees, agents, and only to the extent of onsite activity, design or engineering professionals; (c) Owner and CMR will share equally in payment of all deductibles from a covered event due to act of God events including earthquake, earth movement, and flood.

11. Contractor's Pollution Liability Insurance: CMR's Pollution Liability Insurance on an occurrence basis, with limits of at least \$5,000,000 per occurrence and \$10,000,000 policy term aggregate for bodily injury, property damage, cleanup costs and claim expenses, arising at or emanating from the Project Site arising from all operations performed on behalf of the CMR. Trade Subcontractors will provide Pollution Liability coverage as required by their specific Subcontract. Such insurance shall provide liability coverage for both sudden and gradual releases arising from the Work. CPL policy shall name Owner, CMR, and all Trade Subcontractors of all tiers as insureds. CMR shall be responsible at its own expense for an obligation for each loss payable under this insurance that is attributable to the CMR's acts, errors, or omissions, or the acts, errors, or omissions of any of its Trade Subcontractors, or any other entity or person for whom CMR may be responsible. The amount of the obligation shall be based on the amount of the initial Contract Price, as follows: (1) The portion of the obligation applying to the CMR or Trade Subcontractor shall be the responsibility of the CMR and shall remain uninsured. CMR shall promptly pay its charge pertaining to any loss. The Owner, in addition to its other remedies, may back charge CMR for the obligation and deduct the back-charged amount from CMR's next progress payment or final payment.
12. Professional Liability Insurance: Each licensed professional (Professional) engaged by CMR to perform portions of the Work shall maintain the following insurance at its sole cost and expense Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$2,000,000 combined single limit for each claim. Any per claim Deductible or SIR in excess \$100,000 shall be subject to Owner's prior written approval in Owner's sole discretion. Should Professional not provide this insurance on an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project with a retroactive date which precedes the date that Work is first performed, and shall maintain such insurance in effect for not less than three years following Final Completion of the Project. If Professional is a design-build Subcontractor (of any tier), or a member of, or an employee, consultant or contractor to, such a design-build Subcontractor, Professional must maintain at least \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate in Professional Liability Insurance, and any Deductible or SIR in excess of \$100,000 shall be subject to Owner's prior written approval in Owner's sole discretion.

TRADE SUBCONTRACTOR INSURANCE REQUIREMENTS

For all trade subcontractors not covered by the CCIP for onsite operations, and for all trade subcontractors for offsite coverage, the following minimum limits apply:

- General liability: Combined single limit for bodily injury and property damage per occurrence and in the aggregate. General aggregate shall apply per project. Limits shall not be less than;
 - \$1,000,000 occurrence / \$2,000,000 aggregate
- Commercial auto liability: Combined single limit for bodily injury and property damage. Limits shall not be less than: \$1,000,000
- Worker's compensation and employer's liability: Limits shall not be less than:
 - Employers' liability – \$1,000,000
- Other coverage/limits: Limits shall not be less than:
 - The General Aggregate limit shall apply separately to Subcontractor's work under this contract. For subcontracts in excess of \$250,000 an additional \$5,000,000 Excess Liability Insurance policy shall be maintained over the General Liability coverage that shall, at a minimum, include coverage for the exposures set forth in Truebeck Master Subcontract Agreement.

All insurance policies required to be obtained by subcontractor shall be subject to approval by Truebeck Construction for conformance to the Prime Contract requirements. All such policies shall be issued by a company rated by Best as A- or better with a financial classification of VIII or better or an equivalent rating by Moody's or Standard & Poor's. Policies issued by companies for Workers' Compensation and Employer's Liability Insurance may be issued by companies (i) that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the County of San Mateo.

VII. GROUP A PREQUALIFICATION SCHEDULE

Friday, June 29, 2018 at 10 AM	Prequalification documents available to Bidders
Friday, July 13, 2018 by 5 PM	Receipt by the County of San Mateo of any Bidder's requests for clarification
Friday, July 20, 2018 by 5 PM	Issuance of Revision(s), if needed
Monday, July 30, 2018 at 4 PM	Submittal of completed Prequalification Questionnaire and required attachments
Monday, August 6, 2018 by 5PM	Prequalified Subcontractors will be posted online at www.smcpdu.org
Monday, August 13, 2018 by 5PM	Last day to submit appeal for non-qualification determination.

ANTICIPATED GROUP A BID SCHEDULE

August 28, 2018	Trade Bid Packages issued to qualified trade bidders
August 28 th to Sept. 25 th , 2018	Trade Subcontractor's prepare bid proposals
September 25 th , 2018	Trade Subcontractor's Bids due
September 26 th to October 3 rd , 2018	Truebeck review of bid proposal and submission of Award
October 23 rd , 2018	County of San Mateo Board Approval and Trade Contracts issued to the successful bidders

ANTICIPATED GROUP A CONSTRUCTION SCHEDULE

November 07, 2018	Mobilization for most Group A Projects – See Section II
January 28, 2019	Completion of A-3.2: Fire Alarm Annunciation Panel
February 08, 2019	Completion of A-2: Facilities Engineering Office and Shop Relocation
February 20, 2019	Completion of A-4: MRI Trailer & Dental Van Relocation
July 23, 2019	Completion of A-3.1: Central Plant Renovation, Phase 1
September 13, 2019	Completion of A-1 Nursing Wing Ground Floor
December 31, 2021	Completion of A-3.1: Central Plant Renovation, Phase 2

GROUP A PREQUALIFICATION QUESTIONNAIRE

FOR

San Mateo Health Campus Project

San Mateo, CA

SUBMITTED BY:

(Firm Name)

(Contact Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Fax Number)

(Email Address of Contact Name)

NAME OF TRADE PACKAGE(S) SUBMITTING

ON FOR PREQUALIFICATION:

Each prospective trade subcontractor must have a California Contractor's License, which is current, active and in good standing with the California Contractor's State License Board, on the date and time of the Prequalification Questionnaire submittal is due and must submit this Prequalification Questionnaire with all portions completed, including required attachments.

Each prospective trade subcontractor must answer all of the following questions and provide all requested information, where applicable. Any prospective trade subcontractor failing to do so may be deemed to be not responsive and prequalified with respect to this prequalification at the sole discretion of the County of San Mateo.

Information submitted by the trade subcontractor shall not be open to public inspection to the extent that information is exempt from disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of the Title of the Government Code).

Any prospective trade subcontractor found to be not prequalified as a result of the trade subcontractor answers to the Prequalification Questionnaire will receive written response from Truebeck Construction explaining the non-prequalification decision. The bidder may appeal the decision. The appeal shall state the basis of the appeal and must be submitted in writing within three (3) working days of receipt of notification of non-prequalification and may request a review from the Facility. The decision resulting from such review is final and not appealable within the County of San Mateo.

It is critical that the prospective trade subcontractor fills out all information required accurately, completely, truthfully and to the best of their knowledge. Ambiguous or incomplete information may lead to an unfavorable rating and subsequent status as not prequalified. **Non-prequalification criteria have been clearly identified.**

WHERE NECESSARY, COPY THE FORMS IN THIS PACKAGE. USE ONLY THESE FORMS.

GROUP A TRADE PACKAGES:

The overall scope of work will be divided into specialty trade subcontractor bid packages. The anticipated Group A specialty trade subcontractor bid packages are shown above in Section IV (page 6.)

TRADE SUBCONTRACTORS FOR BID PACKAGES ESTIMATED TO BE \$ 25,000 AND LESS ARE NOT REQUIRED TO BE PREQUALIFIED PRIOR TO BIDDING. SUBCONTRACTORS FOR BID PACKAGES GREATER THAN \$ 25,000 WILL REQUIRE PREQUALIFICATION PRIOR TO BIDDING THE PROJECT.

TO ACHIEVE PREQUALIFICATION STATUS, PROPOSING TRADE SUBCONTRACTORS MUST NOT FAIL ANY OF THE PASS/FAIL QUESTIONS (NUMBERS 1 THROUGH 10) AND MUST BE AWARDED A MINIMUM OF 67 POINTS OUT OF THE POSSIBLE 97 TOTAL POINTS ALLOCATED FOR QUESTIONS 11 THROUGH 20.

THE FOLLOWING CRITERIA (1 - 10) WILL BE EVALUATED ON THE BASIS OF PASS / FAIL:

1. PREQUALIFICATION DECLARATION

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

_____ of _____
(Title) (Name of Firm)

(Circle one: Sole Proprietor, General Partner or Corporate Officer)

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

The undersigned declares under penalty of perjury that all of the Prequalification information submitted with this form is true and correct and that this declaration was executed in

_____ County, California, on _____
(Date)

(Signature)

If the above is signed by other than the sole proprietor, a general partner or corporate officer, attach an original notarized power of attorney or corporate resolution

2. LICENSE

- A. Does your firm hold a State of California license classification which is current, valid, and in good standing with the California State License Board for the work you propose bidding? YES ☐ NO ☐

If YES, provide the following information about your firm's Contractor's licenses:

- (1) Name of license holder exactly as on file with the Ca. State License Board: _____
(2) License Classification and Code: _____
(3) License Number: _____
(4) Date Issued: _____
(5) Expiration Date: _____

Note: Electrical workers employed on this project shall be certified in accordance with the law. By signing the declaration above, Trade Subcontractor is certifying that all electrical workers employed on this project are certified in accordance with the law.

3. Has your firm been in business for at least five (5) years? YES ☐ NO ☐

A. Number of years in business under this name and management: _____

B. If name changed within the last five (5) years due to acquisition, state previous company name and number of years in business under that name.

Company Name: _____ No. of years: _____

C. Type of Ownership: ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Joint Venture

4. Can you truthfully state that your firm has not been disqualified, debarred, removed or otherwise prevented from bidding on, or completing any public agency (e.g., federal, state, county, city, etc.) projects for any reason at any time within the last ten (10) years? YES ☐ NO ☐
5. Can you truthfully state that your firm has not been terminated for cause on any public works projects at any time within the last ten (10) years? YES ☐ NO ☐
6. Can you truthfully state that your firm has not been denied the right to bid upon a determination that the firm is not responsible, on any public works projects at any time within the last ten (10) years? YES ☐ NO ☐
7. Can you truthfully state that your firm has never been subject of a disciplinary proceeding by a public agency (e.g. federal, state, county, city, etc.) at any time within the last ten (10) years? YES ☐ NO ☐
8. Can you truthfully state that your firm has not been found in a final decision of a court to have submitted a false claim to a public agency (e.g., federal, state, county, city, etc.) at any time within the last ten (10) years? YES ☐ NO ☐
9. Can you truthfully state that your firm can obtain a 100% Payment and Performance Bond for the full value of the Trade Bid Package you are prequalifying for? YES ☐ NO ☐
10. Provide information on Attachment II, Items N, O, P and Q, regarding Apprenticeship and Prevailing Wage laws. To be eligible for prequalification, bidders must participate in a State of California recognized and registered Apprenticeship training program and not have more than five violations of Prevailing Wage law requirements in the past 5 years. Each potential bidder shall attach written evidence of registration of a recognized Apprenticeship Training program (ie. Apprenticeship Agreement, Statement of Registration, Union Enrollment Agreement, etc.) to their prequalification package.

THE FOLLOWING CRITERIA (11A - 20) WILL BE EVALUATED BASED ON A POINT SYSTEM:

11A. Does your firm have a local office within a 60-mile radius of the project site? YES ☐ NO ☐

Points: (Yes: 2 Points, No 0 Points)

11B. If yes on 11A, how long has this local office been in existence? _____

Points: 10 Years Plus: 5 Points 3 to 4 Years: 1 Points

5 to 9 Years: 3 Points 1 to 2 Years: 0 Points)

12. SAFETY RATING: Trade Subcontractors seeking prequalification shall attach their OSHA 300 and 300A logs to this prequalification questionnaire, as well as fill in the information below.

A. EMR: Please list your firm's EMR rating for each of the listed years: 2015 _____

Points: 2016 _____

☐ 0 to .85 5 points/year 2017 _____

☐ .86 to 1.00 3 points/year

☐ 1.00 to 1.15 1 point/year

☐ 1.16 to 1.25 0 points/year

☐ Greater than 1.25 Fail. Not able to be prequalified.

B. Average Lost Workday Incident rate: (LWIR): Calculate your firm's LWIR for the past 3 years. The lost workday information is listed on your OSHA Forms no 300 and 300A and is available from your worker's compensation insurance carrier.

$LWIR = \text{Total number of lost workday incidents} \times 200,000 / \text{total employee hours worked}$

Year: # of Lost Workdays Total Employee Hours worked Lost Workday Incident Rate

2011 _____

2010 _____

2009 _____

Points:

☐ 3 points/year Rate greater than 20% below the Industry average for Company's NAICS

☐ 2 points/year Rate between 10% and 19% below the Industry average for Company's NAICS

☐ 1 point/year Rate between 0 and 9% below or equal to Industry average for Company NAICS

☐ 0 points/year Rate between equal to and 20% above the Industry average for Company NAICS

☐ Fail. Rate greater than 20% above the Industry average for Company NAICS.

Not able to be prequalified.

C. Average Recordable Incident rate: (RIR): Calculate your firm's RIR for the past 3 years. The recordable incident rate information is listed on your OSHA Forms no 300 and 300A and is available from your worker's compensation insurance carrier.

$LWIR = \text{Total number of recordable incidents} \times 200,000 / \text{total employee hours worked}$

Year: # of Recordable Incidents Total Employee Hours worked Lost Workday Incident Rate

2011 _____

2010 _____

2009 _____

Points:

☐ 3 points/year Rate greater than 20% below the Industry average for Company's NAICS

☐ 2 points/year Rate between 10% and 19% below the Industry average for Company's NAICS

☐ 1 point/year Rate between 0 and 9% below or equal to Industry average for Company NAICS

☐ 0 points/year Rate between equal to and 20% above the Industry average for Company NAICS

☐ Fail. Rate greater than 20% above the Industry average for Company NAICS.

Not able to be prequalified.

13. CONSTRUCTION EXPERIENCE

- A. Attach to the completed Prequalification Questionnaire, the completed Project Data Sheets, documenting the requirements listed below:
- i. Submit project information on **two (2) Healthcare Renovation projects**. Point priority will be awarded for projects that occurred on an OSHPD-1 occupied Health Care campus completed within the past seven (7) years; for Mechanical, Electrical, Plumbing and Drywall/Framing, points will be only awarded for projects valued at or above \$3 million per subtrade. All projects submitted are preferred to be completed in the State of California. Points will be awarded based upon each of the two submitted projects as compared to the listed criteria on the Project Data Sheets. Please refer to the Project Information Sheet for information on how points will be awarded. (Point totals noted are for both projects; a possible 10 points per project will be awarded.)
- B. Use the Project Data Sheets for projects submitted on pages 23 - 24. Photocopy additional forms as required or duplicate information in a computer-generated format, if desired. Provide all of the information requested in the Project Data Sheet.
- C. Listed projects must have been managed and constructed by the business entity submitted for prequalification. Projects completed by present employees of the trade subcontractor for former employers are not acceptable.
- D. Once the above requirements are met, there will be points given on the projects submitted for items below. Other project assessment items include but are not limited to the following:
- i. Reference checks from Owner and/or Design Professional on execution of projects submitted. (please attach a copy of reference with your submission)
 - ii. Mitigation measures (infection control, noise, dust and fumes) implemented on submitted projects.
 - iii. Project included restricted site access.
 - iv. Projects similar to the proposed project size, especially in size, cost and type.

14. Identify any decisions/findings/determinations within the past 10 years which have been rescinded or settled wherein your firm has agreed that it will refrain from bidding on projects for a specific public agency (e.g., federal, state, county, city, etc.) or from bidding on public works projects generally. For each item described the circumstances surrounding such decisions/findings/determinations. **If none, note "NONE".**

Points: Any Incidents: 0 Points No Incidents: 5 Points

15. Identify any decisions/findings/determinations which have been rescinded, settled, or is on appeal wherein your firm has been found to have submitted a false claim to a public agency (e.g., Federal, State, County, City, etc.) within the past ten (10) years. For each item, describe the circumstances surrounding such decisions/findings/determinations. **If none, note "NONE".**

Points: Any Findings: 0 Points No Findings: 5 Points

- 16. Provide information on Attachment II (Item A, B, and/or C)** for each and every claim asserted within the last five (5) years over \$1,000,000 by a public entity against your firm and/or by your firm against a public entity.

<i>Points:</i> 0 Claims:	6 Points
1-2 Claims with acceptable 100% Resolution:	5 Points
3 or more claims with 100% acceptable resolution:	4 Points
1-4 Claims with 50% acceptable resolution:	3 Points
1-3 Claims with 25% acceptable resolution or	
More than 4 Claims with 50% Acceptable resolution:	2 Points
1-3 Claims with 0 % resolution or	
4 or more claims with 25% acceptable resolution:	1 Point
4 or more claims with 0% acceptable resolution:	0 Points

Acceptable Criteria: 40% or Greater Contractor aggregate recovery and/or 40% or less Owner Aggregate Recovery

- 17. Provide information on Attachment II, Item D** on assessment of Liquidated Damages.

Points: If Assessed Liquidated Damages: 0 Points , If No Liquidated Damages: 2 Points

- 18. SURETY** - (SURETY COMPANIES USED BY TRADE SUBCONTRACTOR SHALL BE AN ADMITTED SURETY INSURER AS DEFINED IN THE CALIFORNIA CODE OF CIVIL PROCEDURES SECTION 995.120.) It is the intent of Truebeck Construction that each of the trade subcontractors be able to be bonded.

A. What is your bonding capacity? _____

- B. Provide a declaration **from the Surety Company** named in Item 23.C. stating the amount of bonding capacity available to your firm. **Either** provide a notarized declaration or include the following in the last paragraph of the declaration:

“The undersigned declares under penalty of perjury that the above statement(s) submitted is true and correct and that this declaration was executed in _____ County, California, on (date).

(DO NOT SIGN HERE)

(Name and Title, printed or typed)

(Signature)

- C. Provide the name, address, and telephone number of the surety (not the Bonding/Broker agent) to be used on this construction contract:

Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

Points: Able to Bond: 5 Point Not Able to provide Bond: 0 Points

19. INSURANCE (THE INSURANCE COMPANY USED SHALL BE LISTED BY BEST AND SHALL HAVE A RATING OF A- OR BETTER WITH A FINANCIAL CLASSIFICATION OF VIII OR BETTER OR AN EQUIVALENT RATING BY STANDARD & POOR OR MOODY'S. POLICIES ISSUED MAY BE ISSUED BY COMPLAINES (I) THAT HAVE A BEST RATING OF A- OR BETTER AND A FINANCIAL CLASSIFICATION OF VIII OR BETTER (OR AN EQUIVALENT RATING BY STANDARD & POOR OR MODDY'S); OR II) THAT ARE ACCEPTABLE TO TRUEBECK CONSTRUCTION AND THE COUNTY OF SAN MATEO.)

	<u>Policy Limits</u>
19A. What are your insurance limits in the following areas:	
1. Bodily Injury & Property Damage-Each Occurrence - Combined Single Limit	_____
2. Products - Completed Operations Aggregate	_____
3. Personal and Advertising Injury	_____
4. General Aggregate	_____
5. Business Automobile Liability Insurance Limits of Liability: Each Accident - Combined Single Limit for Bodily Injury and Property Damage	_____
6. Errors & Omission	_____
Points: General Aggregate over \$ 5 Million:	6 Points
General Aggregate between \$ 2 Million and \$ 5 Million:	3 Points
General Aggregate under \$ 2 Million:	0 Points

19B If the minimum limits for Products-Completed Operations Aggregate and General Aggregate each are \$5,000,000, will your firm be able to obtain these limits? YES ☐ NO ☐

Points: Limits above \$ 5 Million: 1 Point
Limits Below \$ 5 Million 0 Points

19C Provide the following information on your Insurance Company/carrier(s) (not the Broker/Agent): Note: Provide Name of Company as listed by Best.

For General Liability:

Company Name: _____
Indicate Best Rating: _____
Indicate Best Financial Classification: _____

For Auto Liability:

Company Name: _____
Indicate Best Rating: _____
Indicate Best Financial Classification: _____

For Worker's Compensation:

Company Name: _____
Indicate Best Rating: _____
Indicate Best Financial Classification: _____

For Excess Liability:

Company Name: _____
Indicate Best Rating: _____
Indicate Best Financial Classification: _____

For Errors & Omission: (For Design Build Packages)

Company Name: _____
Indicate Best Rating: _____
Indicate Best Financial Classification: _____

- 19D** Provide a declaration **from the Insurance Company** stating that your firm ***is able to obtain insurance or have insurance*** in the limits stated above for this construction contract from the Insurance Company. Either provide a notarized declaration or include the following in the last paragraph of the declaration:

"The undersigned declares under penalty of perjury that the above statement(s) submitted is true and correct and that this declaration was executed in _____ County, California, on (date).

(DO NOT SIGN HERE)

_____ (Name and Title, printed or typed)
_____ (Signature)

20. FINANCIAL STATEMENT AND INFORMATION

- A. Can you truthfully state that your firm at **the local office location** has had an annual business construction revenue* of at least **(\$ amount as applicable, see table below) over the past 3** consecutive calendar years that is directly contributable to a business unit office within 60 miles of the project site? If your firm has more than one business unit office within 60 miles of the project site revenue can be a combined aggregate of each office to meet the requirement. YES ☐ NO ☐

Office Revenue within 60 miles of the project site:	(Breakout of Total Revenue)
2017: \$_____ ending December 31, 2017	OSHPD-1 2017: \$_____
2016: \$_____ ending December 31, 2016	OSHPD-1 2016: \$_____
2015: \$_____ ending December 31, 2015	OSHPD-1 2015: \$_____

Average of three revenue figures above: \$_____ OSHPD-1 Average \$_____

* Business construction revenue shall be defined as payments to prospective trade subcontractor for pre-construction services and construction services.

Points: Does Not Meet Volume Requirements:	0 Points
Meets Volume Requirements:	4 Points
Meets Volume Requirements & 25% of Volume is OSHPD-1:	7 Points

Local Office Volume Table

Mechanical (Wet/Dry):	\$ 10 million in each of the past three consecutive calendar years
Plumbing:	\$ 7 million in each of the past three consecutive calendar years
Electrical:	\$ 12 million in each of the past three consecutive calendar years
Fire Protection:	\$ 5 million in each of the past three consecutive calendar years
Exterior Panels:	\$ 7 million in each of the past three consecutive calendar years
Exterior Glazing:	\$ 7 million in each of the past three consecutive calendar years
Structural Steel/Misc. Iron:	\$ 10 Million in each of the past three consecutive calendar years
Gypsum Drywall/Framing/Plaster:	\$ 7.5 Million in each of the past three consecutive calendar years
Structural Concrete:	\$ 7 Million in each of the past three consecutive calendar years
Elevators:	\$ 5 Million in each of the past three consecutive calendar years
Haz. Material Abatement	\$ 5 million in each of the past three consecutive calendar years
"Hard" demolition(Concrete)	\$ 5 Million in each of the past three consecutive calendar years
"Soft" Demolition	\$ 3 Million in each of the past three consecutive calendar years
All others not listed:	\$ 3 million in each of the past three consecutive calendar years

**Please also identify volume amount specific to OSHPD-1 work.*

ATTACHMENT I - PROJECT DATA SHEET (Question 13)

(One Form per Project; Note 10 Potential Points possible per Project, * = Attach Reference from 1 Entity)

NAME OF SUBCONTRACTOR:

1. Project Name: _____
2. Project Location: _____
3. Owner's Name*: _____
Address: _____
Phone: _____
Contact Person: _____
4. General Contractor*: _____
Phone: _____
Contact: _____
5. Name of Project Manager: _____
6. Name of Superintendent/Foreman _____
7. Was Project completed on time, including time extensions? YES ☐ NO ☐
Start Date: _____
Completion Date: _____
8. Project Subcontract Cost:
A. Cost at Bid \$ _____
B. Cost at Completion \$ _____
9. Was plan approval required for project under California State Building Codes or OSHPD? YES ☐ NO ☐
Points: Yes (includes CA local & OSHPD Permitting): 1 Point/Project No : 0 Points
10. Did the project include OSHPD-1 Compliance review and approval? YES ☐ NO ☐
Points: Yes: 1 Point/Project No : 0 Points

Similarities to San Mateo Health Campus Project:

11. Was project a OSHPD-1 healthcare remodel project for a county hospital, or part of the County of San Mateo Healthcare District ? YES ☐ NO ☐ Points: Yes: 1 Point/Project No: 0 points
12. Did the project include restricted site access? YES ☐ NO ☐
If yes, describe: _____
Points: Yes: 1 Point/Project No: 0 Points
13. Was project a multi-phased OSHPD-1 project? YES ☐ NO ☐
If Yes, Describe _____
Points: Yes: 1 Point/Project No: 0 Points
14. Was this OSHPD-1 project completed under an accelerated project schedule, or was the project performed with the facility occupied or adjacent to occupied facilities? YES ☐ NO ☐
If yes, describe: _____
Points: Accelerated OSHPD-1 schedule or occupied OSHPD-1 Facility: 2 Points/Project
Non-Accelerated schedule or non-occupied facility: 0 Points

ATTACHMENT I - PROJECT DATA SHEET (Question 13) (continued)

Project Name: _____

15. a. Was project performed under California Prevailing Wage and Apprenticeship Laws? YES ☐ NO ☐
Points: A: Yes: 1 Point/Project No: 0 Points

- b. If yes, was there an assignment of fines against subcontractor? YES ☐ NO ☐
Points: B : Yes: 0 Points No: 1 Point/Project (only applicable if 15a is Yes)

16. Was there a claim against the owner at the completion of this project? YES ☐ NO ☐
If yes, briefly describe the nature of the claim, amount of claim, and the terms of resolution:

Points: If Yes: 0 Points If No: 1 Point/Project

ATTACHMENT II – CLAIMS HISTORY (Questions 16 & 17)

- A.** Provide the following information on each and every claim asserted within the last (5) years over \$100,000 by a General Contractor on any public or private projects against your firm. Include claims resolved by arbitration, litigation, mediation, settlement or withdrawal of claim(s). For purposes of this Section, if the firm submitting this prequalification is a Joint Venture, provide all such claim information for each and every member of the Joint venture. (Provide a sheet for each claim).

1. Project Name and Location: _____
2. Name and telephone number of entity: _____
3. Contract Amount: _____
4. Contract time: _____ days
5. Nature of claim: _____
6. Amount of claim in money and time in initial claim: \$ _____; _____ days
7. Amount of claim in money and time of any refinements/enhancements of the entity claim: \$ _____; _____ days
8. Final resolution of claim against your firm: \$ _____; _____ days
9. Method of resolution (check one):

<input type="checkbox"/> withdrawn	<input type="checkbox"/> litigation
<input type="checkbox"/> Settled by contracting parties without litigation or arbitration	<input type="checkbox"/> mediation
<input type="checkbox"/> arbitration	<input type="checkbox"/> Not settle yet; in process
10. Basis for Settlement: _____

- B.** Provide the following information on each and every claim asserted within the last (5) years over \$100,000 by a General Contractor on any public or private projects against your firm. Include claims resolved by arbitration, litigation, mediation, settlement or withdrawal of claim(s). For purposes of this Section 4B, if the firm submitting this prequalification is a Joint Venture, provide all such claim information for each and every member of the Joint venture. (Provide a sheet for each claim).

1. Project Name and Location: _____
2. Name and telephone number of entity: _____
3. Contract Amount: _____
4. Contract time: _____ days
5. Nature of claim: _____
6. Amount of claim in money and time in initial claim: \$ _____; _____ days
7. Amount of claim in money and time of any refinements/enhancements of the entity claim: \$ _____; _____ days
8. Final resolution of claim against your firm: \$ _____; _____ days
9. Method of resolution (check one):

<input type="checkbox"/> withdrawn	<input type="checkbox"/> litigation
<input type="checkbox"/> Settled by contracting parties without litigation or arbitration	<input type="checkbox"/> mediation
<input type="checkbox"/> arbitration	<input type="checkbox"/> Not settle yet; in process
10. Basis for Settlement: _____

ATTACHMENT II – CLAIMS HISTORY (Questions 16 & 17) (continued)

- C. If Sections A and/or B are not applicable to your firm please check below.
If no claims, check “none” next to the applicable box. **(Do not leave blank).**
☐ None for A ☐ None for B
- D. **Liquidated Damages** – Can you truthfully state that your firm has not, at any time in the last five (5) years been assessed liquidated damages (regardless of final settlement) after completion of a project, whether public or private project? YES ☐ NO ☐
If no, how many projects? _____ and explain on a separate signed page, identifying all such projects by Owner, Owner’s address, and the date of completion of the project, the amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.
- E. In the last five years, has your firm, or any firm with which any of your company owners, officers, or partners was associated, been barred, disqualified, removed or otherwise prevented from bidding on or competing any governmental agency or public works project for any reason?
Note: “Associated with refers to another construction firm in which an owner, partner or officer of your firm held a similar position.”
If yes, explain on a separate signed page. State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.
- F. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder? YES ☐ NO ☐
If yes, explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.
Note: The following three questions refer only to disputes between your firm and the company that hired your firm. You need not include information about disputed between your firm and a supplier or another subcontractor. Also, you may omit reference to all disputes about amounts of less than \$50,000.
- G. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default to satisfy any claims made against a performance or payment bond issued on your firm’s behalf in connection with a construction project, either public or private? YES ☐ NO ☐
If yes, on separate signed sheets of paper the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any , at which the claim was resolved.
- H. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? YES ☐ NO ☐
If yes, explain on a separate signed page. Name the insurance carrier, the form of insurance, and the year of the refusal.
- I. Have any back charges been assessed against your company by an owner for alleged quality issues in connection with your company, your design build subcontractor’s or your subsidiary’s work? YES ☐ NO ☐

ATTACHMENT II – CLAIMS HISTORY (Questions 16 & 17) (continued)

Criminal Matters and Civil Suits

- J.** Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity? YES ☐ NO ☐
If yes, explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.
- K.** Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction? YES ☐ NO ☐
If yes, explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.
- L.** Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime or fraud, theft, or any other act of dishonesty? YES ☐ NO ☐
If yes, identify on a separate signed page the person convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.
- M.** Has your firm or any of its subsidiaries or affiliates been barred from bidding or been deemed ineligible to bid on public works projects in the last ten years? YES ☐ NO ☐

Prevailing Wage and Apprenticeship Compliance Record

- N.** Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? YES ☐ NO ☐
If yes, attach a separate signed page or pages describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.
- O.** Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by (Public Entity).

- P.** If your firm operates its own State-approved apprenticeship program:
- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
 - (b) State the year in which each apprenticeship program was approved and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
 - (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.
- _____

ATTACHMENT II – CLAIMS HISTORY (Questions 16 & 17) (continued)

Prevailing Wage and Apprenticeship Compliance Record (continued)

- Q.** At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations or the laws pertaining to use of apprentices on public works? YES ☐ NO ☐

If yes, provide the date(s) of such findings and attach copies of the Department's final decision(s).

STANDARD MASTER SUBCONTRACT

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LONG FORM STANDARD SUBCONTRACT

This **Agreement** is made at 201 Redwood Shores Parkway, Ste. 125, Redwood City, California, this **day of** , 2018, between:

CONTRACTOR

Truebeck Construction, Inc.
201 Redwood Shores Parkway, Suite 125
Redwood City, CA 94065
California License No. 903798
(650)-227-1957

and

SUBCONTRACTOR

OWNER

As indicated in Work Authorization(s) to be issued.

CONSTRUCTION LENDER (if applicable)

As indicated in Work Authorization(s) to be issued.

ARCHITECT

As indicated in Work Authorization(s) to be issued

SECTION 1. PURPOSE AND APPLICABILITY

Contractor and Subcontractor are entering into this Agreement with the intent and understanding that it will serve as a master agreement for all projects for which Contractor engages Subcontractor, unless the parties expressly agree in writing to the contrary. Use of a master agreement will avoid the parties having to negotiate and execute a new, separate agreement for each project. Instead, for each project on which Subcontractor is engaged, a Work Authorization Form will be executed by both parties. The parties agree that this Agreement, without further acknowledgement, signature, or agreement, will govern all projects for which a notice of engagement is issued, regardless of the final amount payable to Subcontractor for the projects in question.

This Agreement does not create an agreement that Contractor will request, or that Subcontractor will perform work on any specific project. Contractor is under no obligation to hire Subcontractor to perform work on any particular project. Contractor shall have no liability in the event that it does not hire Subcontractor for a particular project. Should Contractor desire that Subcontractor perform work on a project to which this Agreement shall be applicable, it shall furnish a notice of engagement and Subcontractor shall communicate its acceptance, as set forth below. Contractor may give a notice of engagement either in writing or orally. Subcontractor shall be deemed to have accepted the notice of engagement in the following situations: (1) following receipt of a notice of engagement, Subcontractor communicates acceptance either orally or in writing; (2) following receipt of a notice of engagement, Subcontractor, within 72 hours, commences performance of the Work at the project to which the notice relates; or (3) Subcontractor commences performance of the Work at the project to which the notice relates more than 48 hours after receipt of a notice of engagement, and Contractor fails to instruct Subcontractor to cease further performance of the Work within 48 hours of Contractor's actual knowledge that Subcontractor has commenced performance. Simultaneously or subsequent to the issuance of the notice of engagement, Contractor shall issue a Work Authorization Form for execution by the parties.

The Work Authorization Form will include terms, conditions, information and descriptions applicable to the specific project on which Subcontractor is to perform work. The Work Authorization Form shall also include information regarding the name and address of the project owner ("Owner") and of any construction lender; however, the omission of such information shall not affect the validity of the Work Authorization Form. The Work Authorization form modifies and supplements the provisions contained in the Agreement and all other documents incorporated therein by reference. In the event of any actual conflict, inconsistency or ambiguity between the terms and provisions of the Work Authorization Form, on the one hand, and the Agreement or any contract documents, on the other hand, the Work Authorization form shall take precedence. However, wherever possible the documents will be construed to avoid such a conflict. Contractor and Subcontractor agree that Subcontractor shall perform the Work, as described herein, in accordance with the terms and conditions set forth in this Agreement, the Work Authorization Form, the Owner-Contractor agreement for each project on which it performs work, including without limitation, plans, specifications, all general and special conditions, supplemental and special provisions, addenda, amendments, bulletins, modifications, and all other documents forming or by reference made a part of the contract between the Contractor and the Owner (collectively, the "prime contract"), all of which shall be deemed to be incorporated in the Work Authorization Form for the project in question and shall be the "Contract Documents". The physical scope of work performed by Subcontractor shall be designated in the Work Authorization Form, but with regard to any obligations owned by Contractor to Owner under the prime contract, Subcontractor shall owe the same duties to Contractor, without limitation or derogation of any duties under this Agreement, any Work Authorization Form, or applicable law. In the event Contractor fails to issue a Work Authorization Form, or the Work Authorization Form is not fully executed, any Work performed by Subcontractor at the request of Contractor shall nonetheless be governed by this Agreement. In the event of any conflict between or among the requirements of the Contract Documents, Subcontractor shall be governed by the provisions imposing the greater duty on Subcontractor. Subcontractor shall bind lower tier subcontractors, suppliers and all others to the performance obligations and responsibilities which Subcontractor assumes toward Contractor. Subcontractor acknowledges that it has read the Contract Documents, including all plans and specifications, is familiar with them, and agrees to comply with and perform all provisions thereof in any way applicable to Subcontractor.

On any Work Authorization Form involving more than \$25,000 in work, Subcontractor shall contact Contractor's main office and confirm with a president or vice president of Contractor that the work is authorized. In the event that Subcontractor fails to do so, and the work was not approved by a duly authorized officer of Contractor, then Subcontractor shall be deemed to have proceeded at its own risk and shall not be entitled to compensation and, to the extent permitted by law, to a mechanics lien, stop payment notice, or claim on any bond.

SECTION 2. SCOPE

Subcontractor agrees to furnish all labor, materials, equipment and other facilities required to perform the work to complete under each Work Authorization, for the Project in accordance with the Contract relating to each project for which a Work Authorization is issued, as well as this Agreement and all other applicable Contract Documents. In the event of any dispute between Contractor and Subcontractor over the scope of Subcontractor's work under the Contract Documents, Subcontractor will not stop work but will prosecute the work diligently to completion, the dispute to be submitted for resolution in accordance with Section 17 below.

SECTION 3. CONTRACT PRICE

Contractor agrees to pay Subcontractor for the strict performance of its work on a project for which a Work Authorization has been issued the sums set forth in the Work Authorization ("Contract Price"), and to make payment in accordance with the Payment Schedule, Section 4.

SECTION 4. PAYMENT SCHEDULE

Contractor agrees to pay to Subcontractor monthly progress payments for labor and materials which have been placed in position, with funds received by Contractor from Owner for work performed by Subcontractor as reflected in Contractor's applications for payment. Such monthly progress payments shall be made seven (7) days after receipt of payment from the Owner by Contractor. Final payment to Subcontractor shall be made seven (7) days in the case of public works projects, and ten (10) days in the case of private works projects, after the entire work required by the prime contract has been fully completed in conformity with the Contract Documents and has been delivered to and accepted by Owner, Architect, and Contractor, with funds received by Contractor from Owner in final payment for work under the prime contract. Subcontractor agrees to furnish, if and when required by Contractor, payroll affidavits, receipts, vouchers, releases of claims for labor, and material, and agrees to furnish same from its subcontractors and suppliers performing work or furnishing materials under this Agreement, all in a form satisfactory to Contractor, and it is agreed that no payment hereunder shall be made, except at Contractor's option, until and unless such documents have been furnished. Contractor, at its option, may make any payment due hereunder by check made payable jointly to Subcontractor and any of its subcontractors and suppliers who have performed work or furnished materials under this Agreement. Any payment made hereunder prior to completion and acceptance of the work, as referred to above, shall not be construed as evidence of acceptance or acknowledgement of completion of any part of Subcontractor's work. Contractor may withhold retention of ten percent (10%) from all progress payments, or where the law permits only a lesser percentage to be withheld, the maximum that may be withheld by law.

If Owner or another responsible party delays in making any payment to Contractor from which payment to Subcontractor is to be made, Contractor and its sureties shall have a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined according to relevant circumstances, but in no event shall be less than the time Contractor, Contractor's sureties, and Subcontractor require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment, including (but not limited to) mechanics' lien remedies.

If the Subcontractor asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of the Owner or another party, including but not limited to claims for failure to pay, an extension of time, delay damages, or extra work, Contractor will present the Subcontractor's claim to the Owner or other responsible party. The Subcontractor shall cooperate fully with the Contractor in all steps taken in connection with prosecuting such a claim and shall hold harmless and reimburse the Contractor for all expense, including legal expense, incurred by Contractor which arise out of Contractor's submission of Subcontractor's claim to Owner or other responsible party. Subcontractor shall be bound by any adjudication or award in any action or proceeding resolving such a claim. Payments made to Subcontractor shall be deemed to be held in trust for benefit of Contractor and of all persons who furnished labor, equipment, and materials for or on behalf of Subcontractor, as well as for the benefit of trust funds and apprenticeship programs owed money in connection with the Project by Subcontractor or its lower tier subcontractors and suppliers. In addition to any other rights and remedies that it may have, Contractor shall be entitled to pursue a claim for breach of fiduciary duty against Subcontractor in the event that Subcontractor violates its obligations with respect to funds paid to it. Without derogation of any other rights and remedies, Contractor shall be entitled to set off against any amounts owed to Subcontractor any debts, claims, demands, liabilities or other sums owed to Contractor by Subcontractor, including those that arise from other projects or contracts or that are contingent or not yet accrued.

SECTION 5. TIME

Time is of the essence. Subcontractor shall provide Contractor with scheduling information and a proposed schedule for performance of its work in a form acceptable to Contractor. Subcontractor shall conform to Contractor's progress schedule and all revisions or changes made thereto. Subcontractor shall prosecute its work in a prompt and diligent manner in accordance with Contractor's progress schedule without delaying or hindering Contractor's work or the work of other contractors or subcontractors. Subcontractor shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors, and/or suppliers and of the Contractor, in a manner that will facilitate the efficient completion of the entire work. In the event Subcontractor fails to maintain its part of the Contractor's schedule, it shall, without additional compensation, accelerate the work as Contractor may direct until Subcontractor's work is in accordance with such schedule. Contractor shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which various portions of the work shall be installed and the relative priority of the work of Subcontractor and other subcontractors, and, in general, all other matters pertaining to the timely and orderly conduct of the work of Subcontractor on the premises. Should Subcontractor be delayed in the prosecution or completion of the work by the act, neglect or default of Owner, Architect or Contractor, or should Subcontractor be delayed waiting for materials, if required by this Contract to be furnished by Owner or Contractor, or by damage caused by fire or other casualty for which Subcontractor is not responsible, or by

the combined action of the workmen, in no way caused by or resulting from fault or collusion on the part of the Subcontractor, or in the event of a lock-out by Contractor, then the time herein fixed for the completion of the work shall be extended the number of days that Subcontractor has thus been delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Contractor within 48 hours of the commencement of such delay, and under no circumstances shall the time of completion be extended to a date which will prevent Contractor from completing the entire project within the time allowed Contractor by Owner for such completion. No claims for additional compensation or damages for delays, whether caused in whole or in part by any conduct on the part of Contractor, including, but not limited to, conduct amounting to a breach of this Agreement, or delays by other subcontractors or Owner, shall be recoverable from Contractor, and the above-mentioned extension of time for completion shall be the sole remedy of Subcontractor, provided, however, that in the event Contractor obtains additional compensation from Owner on account of such delays, Subcontractor shall be entitled to such portion of the additional compensation so received by Contractor from Owner as is equitable under all of the circumstances. In the event that Contractor prosecutes a claim against Owner for additional compensation for any delay, Subcontractor shall cooperate fully with Contractor in the prosecution thereof and shall pay costs and expenses incurred in connection therewith, including actual attorney's fees, consultant fees, and other litigation costs, to the extent that said claim is made by Contractor at the request of Subcontractor.

Subcontractor shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details, samples, and do all other things necessary and incidental to the prosecution of its work in conformance with Contractor's progress schedule.

Subcontractor acknowledges that it will have to perform work in areas occupied by other forces and that it will have to perform its work in a sequence or manner to accommodate and facilitate the progress of the work as a whole, rather than in the manner most efficient desirable for Subcontractor. Subcontractor's price is based upon Contractor exercising the rights indicated in Sections 5 and 6, as well as those indicated above, and upon Subcontractor having planned to perform its work under such circumstances.

To the greatest extent permitted by law, Subcontractor's sole remedy for delay, disruption or suspension of the work, including without limitation any delay, disruption or suspension caused by the fault or negligence of Owner, Contractor (or any agent or representative thereof), or from any other cause whatsoever, shall be an extension of the time for performance. Subcontractor shall not be entitled to and hereby waives any and all claims for any productivity losses, efficiency losses, increased supervisory costs, home office overhead, extended job site overhead, disruption costs, "ripple effect" costs, trade stacking, compression, acceleration, consequential damages, damages of any other type, lost profits, lost opportunity costs, or similar damages or costs, however denominated, as well as any other monetary relief, for any delay, disruption or suspension of the work (collectively, "Impact Costs and Consequential Damages"), except to the extent of such sums as may be recovered on Subcontractor's account from Owner. Subcontractor further waives any and all claims against Contractor for damages or additional compensation which is related to, caused or contributed to by delay and/or disruption of Subcontractor's performance, or by any act, omission, or other conduct causing or contributing any Impact Costs and Consequential Damages (including negligent conduct on the part of Contractor or any other person). If Subcontractor wishes to seek compensation for Impact Costs and Consequential Damages of any kind, or for any other increase in the Contract Sum, it must give the Contractor written notice no later than ten (10) days after the beginning of the underlying cause thereof, or such shorter period of time as may be provided by the Contract Documents. Failure to provide such written notice shall be a waiver of and a conclusive defense to any claim by Subcontractor. The requirement to give such notice in no way shall be deemed to authorize or to furnish entitlement for recovery for Impact Costs and Consequential Damages or for any other form of relief which may be sought by Subcontractor. Subcontractor waives all special and/or consequential damages of any kind whatsoever.

SECTION 6. CHANGES IN WORK

Subcontractor shall make no changes in the work described in the Contract Documents and this Agreement except as directed by Contractor in writing. Such change or written direction shall not invalidate this Agreement. Contractor is authorized to make changes in the Work, including deletions, additions, and modifications.

If necessary, the contract price stated in Section 3 and the time for Subcontractor's performance shall be adjusted by appropriate additions or deductions mutually agreed upon before the Subcontractor performs the changed work. Subcontractor shall supply Contractor with all documentation necessary to substantiate the amount of the addition to or deduction from the price or time. If Contractor and Subcontractor cannot agree on the amount of the addition or deletion, Subcontractor shall nonetheless timely perform the work as changed by Contractor's written direction. Once Subcontractor receives Contractor's written direction, Subcontractor is solely responsible for timely performance of the work as changed by the written direction.

Payment for changed work shall be made in accordance with Section 4.

Subcontractor shall not make any changes in the work described in Section 2 or in any way cause or allow that work to deviate from the Contract Documents without written direction from Contractor. If Subcontractor makes any changes in the work described in Section 2 without written direction from Contractor, such change constitutes an agreement by Subcontractor that it will not be paid for that changed work, even if it received verbal direction from Contractor or any form of direction, written or otherwise, from Owner or any other person or entity. In addition, Subcontractor shall be liable for any and all losses, costs, expenses, and liability of any nature whatsoever associated with or in any way arising out of any such change it makes without written direction from Contractor. If a dispute arises between Contractor and Subcontractor about whether particular work is a change in the work described in Section 2, Subcontractor shall timely perform the disputed work. If Subcontractor intends to submit a claim for the disputed work, it shall give prompt written notice to Contractor before proceeding with the work. In addition, Subcontractor shall submit its written claim for additional compensation for that work within ten (10) days after such work is performed in sufficient detail for Contractor to make an evaluation of the merits of the claim. Subcontractor's failure to either give the written notice before proceeding with the work or to submit the written claim within the ten (10) days constitutes an agreement by it that it will not be paid for the disputed work.

No change, alteration, or modification to or deviation from this Agreement, the Contract Documents, prime contract, plans, or specifications, whether made in the manner provided in this section or not, shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with this Agreement, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation.

SECTION 7. DAMAGES CAUSED BY DELAYS

If Subcontractor should default in performance of the work described in Section 2 or should otherwise commit any act which causes delay to the prime contract work, Subcontractor shall be liable for all losses, costs, expenses, liabilities and damages, including consequential damages and liquidated damages, sustained by Contractor, or for which Contractor may be liable to Owner or any other party because of Subcontractor's default.

SECTION 8. BONDING OF SUBCONTRACTOR

Concurrently with the execution of this Agreement, Subcontractor shall, if required by Contractor, execute a labor and material bond and performance bond, in an amount equal to one hundred percent (100%) of the Contract Price. Said bonds shall be executed by a corporate surety acceptable to Contractor and shall be in a form satisfactory to Contractor. Contractor shall pay the premium on said bonds unless otherwise provided herein or in the Contract Documents.

SECTION 9. LIENS

In case suit is brought on any claim or lien for labor performed or materials used on or furnished to the project, Subcontractor shall pay and satisfy any such lien or judgment as may be established by the decision or the court in said suit. Subcontractor agrees within ten (10) days after written demand to cause the effect of any such suit or lien to be removed from the premises, and in the event Subcontractor shall fail so to do, Contractor is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed and the cost thereof, together with actual attorney's fees and other litigation costs, shall be immediately due and payable to Contractor by Subcontractor. Subcontractor may litigate any such lien or suit provided it causes the effect thereof to be removed, promptly in advance, from the premises, and shall further do such things as may be necessary to cause Owner not to withhold any monies due to Contractor from Owner by reason of such liens or suits.

It is understood and agreed that the full and faithful performance of this Agreement on the part of Subcontractor (including the payment of any obligations due from Subcontractor to Contractor, and any amounts due to persons furnishing labor or material for said work) is a condition precedent to Subcontractor's right to receive payment for the work performed.

SECTION 10. PROVISIONS FOR INSPECTION

Subcontractor shall at all times furnish to Contractor and its representatives safe and ample facilities for inspecting materials at the site of construction, shops, factories or any place of business of Subcontractor and its subcontractors and suppliers where materials under this Agreement may be in course of preparation, process, manufacture or treatment. Subcontractor shall furnish to Contractor as often as required by Contractor, full reports of the progress of the work at any place where materials under this Agreement may be in the course of preparation or manufacture. Such reports shall show the progress of such preparation and manufacture in such details as may be required by Contractor, included, but not limited to, any plans, drawings or diagrams in the course of preparation.

SECTION 11. MATERIALS AND WORK FURNISHED BY OTHERS

In the event the scope of work includes installation of materials or equipment furnished by others or work to be performed in areas to be constructed or prepared by others, it shall be the responsibility of Subcontractor to examine and accept, at the time of delivery or first access, the items so provided and thereupon handle, store and install the items with such skill and care as to insure a satisfactory completion of the work by Subcontractor in such areas shall be deemed to constitute acceptance thereof by Subcontractor. Loss or damage due to acts of Subcontractor shall be charged to the account of Subcontractor and deducted from monies otherwise due under this Agreement.

SECTION 12. PROTECTION OF WORK

Subcontractor shall effectually secure and protect the work done hereunder and assume full responsibility for the condition thereof until final acceptance by Architect, Owner and Contractor. Subcontractor further agrees to provide such protection as necessary to protect the work and the workmen of Contractor, Owner and other subcontractors from its operations.

Subcontractor shall be liable for any loss or damage to work in place or to any equipment and materials on the job site caused by it or its agents, employees or guests.

SECTION 13. LABOR RELATIONS

13.1 Subcontractor shall keep a representative at the job site during all times when Subcontractor's work is in progress, and such representative shall be authorized to represent and bind Subcontractor as to all phases of the work. Prior to commencement of the work, Subcontractor shall notify Contractor who Subcontractor's representative is to be, and in the event of any change of representative Subcontractor shall notify Contractor who the new representative is to be prior to such change becoming effective.

Subcontractor agrees to be bound to and comply with all the terms and conditions of any applicable labor agreements (such as Project Labor Agreements), including terms requiring payments into the employee benefit trust funds set forth in such labor agreements, insofar as Subcontractor may lawfully do so. Subcontractor agrees to comply with the terms and provisions of said agreements setting forth the jurisdiction and scope of work claimed by each craft, and the procedure contained in such agreements for resolution of jurisdictional disputes. In the absence of any such procedure, or if such procedure fails to promptly resolve any jurisdictional dispute, Subcontractor agrees, at its own cost and expense, upon request of Contractor to take any and all lawful steps to secure a binding and final determination of said jurisdictional dispute by the National Labor Relations Board.

Should there be picketing on Contractor's job site, and Contractor establishes a reserved gate for Subcontractor's purpose, it shall be the obligation of Subcontractor to continue the proper performance of its work without interruption or delay.

Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing job site work of the type covered by any of the labor agreements specified below to agree to all of the foregoing promises and undertakings, to the same effect as herein provided with respect to it.

13.2 Subcontractor hereby acknowledges that it is thoroughly familiar with all DBE/MBE/WBE requirements pertaining to the project. If the Subcontractor claims status as a DBE/MBE/WBE, the Subcontractor shall take all steps necessary and shall make all necessary records available to the Contractor and the Owner to assure that Subcontractor is in compliance with such requirements. In the event that any subcontractor or supplier of the Subcontractor is designated as or is required to be a DBE/MBE/WBE, Subcontractor agrees to be responsible for insuring that said sub-subcontractor or supplier meets all applicable requirements. Subcontractor acknowledges that Contractor is relying upon Subcontractor's representations regarding the validity of Subcontractor's status, if any, as a DBE/MBE/WBE, and that misrepresentation of the status of Subcontractor or any of its sub-subcontractors or material suppliers is a material breach of this Agreement and grounds for immediate termination. In the event of termination as the result of material misrepresentation of the status of the Subcontractor as a DBE/MBE/WBE, Subcontractor shall not be entitled to any compensation not already paid.

13.3 Subcontractor shall comply with and agrees to be bound by all applicable federal, state and local laws and regulations, including, but not limited to, all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, the federal Family and Medical Leave Act, the California Labor Code, the California Fair Employment and Housing Act, and the California Family Rights Act. Upon request, Subcontractor shall submit certified payroll records to contractor no later than three (3) working days after labor has been paid. Subcontractor acknowledges that it has conducted its own independent investigation of the wage rates to be paid and whether its work will be subject to prevailing wage requirements or the requirements of the Davis-Bacon Act and that it has not relied upon any statements or representations by Contractor with respect to such matters. On all projects subject to state or local prevailing wage requirements, Subcontractor shall comply with any applicable California prevailing wage laws. With respect to such projects, the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 are attached hereto as Exhibit A and incorporated herein by this reference.

On all such projects, as a condition precedent to final payment, Subcontractor agrees to provide an affidavit that complies with the terms of Labor Code Section 1775(b)(4). Subcontractor acknowledges and agrees that it has performed its own investigation as to the applicability of California prevailing wage laws, the federal Davis-Bacon Act, or any similar laws, regulations, or contract requirements; Subcontractor shall comply with all applicable laws, regulations, or other requirements concerning payment of wages and conditions of employment, and record keeping in accordance therewith. Subcontractor agrees to furnish certified payrolls promptly upon demand and further agrees to cooperate fully in any effort by Contractor to verify compliance with labor laws and regulations, including requirements under the Davis-Bacon Act or the California Labor Code. Such cooperation shall include, without limitation, furnishing copies and originals of records and providing access to employees or witnesses for interviews and statements. In addition to and without derogation to any other rights that Contractor may enjoy, Contractor may withhold sufficient funds to protect Contractor against any claims related to labor requirements, including without limitation, requirements under the Davis-Bacon Act or the California Labor Code. Subcontractor agrees that the amounts set forth as the Agreement Price shall be deemed to be full compensation for compliance with such laws, regulations, or requirements, including payment of all applicable wage rates, and that no additional compensation will be owed to Subcontractor in the event that Subcontractor is required thereunder to pay higher wages or incur additional costs that Subcontractor contends that it did not anticipate.

SECTION 14. RECOURSE BY CONTRACTOR

14.1 Failure of Performance.

14.1.1 Right to Adequate Assurance. When reasonable grounds for insecurity arise with respect to Subcontractor's performance. Contractor may in writing demand adequate assurance of due performance. Subcontractor's failure to provide within fifteen (15) days of the demand such assurance of due performance as is adequate under the circumstances of the particular case is a default under Section 14.1.2 of this Agreement.

14.1.2 Notice to Cure. If Subcontractor at any time refuses or neglects to supply enough properly skilled workers and proper materials, or fails to properly and diligently prosecute the work covered by this Agreement, or fails to make prompt payment to its workers, sub-subcontractors or suppliers, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust, or fails to provide adequate assurance pursuant to Section 14.1.4, or is otherwise guilty of a material breach of a provision of this Agreement, and fails within forty-eight (48) hours after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, and to complete the cure of such default within the time period stated in Contractor's default notice, then Contractor, without prejudice to any rights or remedies, shall have the right to any or all of the following remedies:

- (a) supply such number of workers and quantity of materials, equipment and other facilities as Contractor deems necessary for the completion of Subcontractor's work, or any part thereof which Subcontractor has failed to complete or perform, and charge the cost thereof to Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit, and actual attorney's fees, consultant fees, and other legal costs incurred as a result of Subcontractor's failure of performance;
- (b) contract with one or more additional contractors to perform such part of Subcontractor's work as Contractor shall determine will provide the most expeditious completion of the total work and charge the cost thereof to Subcontractor; and
- (c) withhold payment of any monies due Subcontractor pending corrective action to the extent required by and to the satisfaction of Contractor.

In the event of an emergency affecting the safety of persons or property, Contractor may proceed as above without notice.

In addition to any other remedies Contractor may have, upon written notice Contractor shall be entitled to perform using its own or other forces those cleanup duties that Subcontractor has failed to perform, to remedy safety deficiencies, or otherwise to remedy Subcontractor's failure to have complied with requirements of this Agreement or directives by Contractor. In such an event, shall be entitled to recover from Subcontractor, back charge against Subcontractor, and/or set-off against amounts owed to Subcontractor the actual direct and indirect costs that Contractor has incurred (including attorney's fees and litigation costs) plus markup of fifteen percent (15%).

14.1.3 Termination for Default. If Subcontractor fails to commence and satisfactorily continue correction of a default within forty-eight (48) hours after receipt by Subcontractor of the notice issued under Section 14.1.2., and/or fails to complete the cure of such default within the time period stated in Contractor's default notice, then Contractor may terminate Subcontractor's right to perform under this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to Subcontractor's work without

any further compensation to Subcontractor for such use. Contractor may also furnish those materials and equipment, and/or employ such workers or subcontractors, as Contractor deems necessary to maintain the orderly progress of the work.

In such case, Subcontractor shall be entitled to no further payment until the balance of Subcontractor's work has been completed. At that time, all of the costs incurred by Contractor in performing Subcontractor's work, including a markup of fifteen percent (15%) for overhead and profit on such expenses, plus actual attorney's fees, consultant fees, and other legal costs as provided above, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Contract Price.

If Contractor wrongfully terminates Subcontractor, Contractor shall be liable to Subcontractor for the costs Contractor would have paid if Contractor would have terminated Subcontractor for convenience pursuant to Article 14.1.4 hereof. Subcontractor expressly understands and agrees that its remedy hereunder shall be exclusive, and expressly waives any and all other rights and remedies which it may have whether at law or in equity. Nothing hereunder shall be construed to prevent Contractor from withholding monies from Subcontractor under other provisions of this Agreement.

14.1.4 Termination for Convenience. Contractor may at any time and for any reason terminate Subcontractor's services and work at Contractor's convenience. Cancellation shall be by service of written notice to Subcontractor's place of business.

Upon receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Contractor or, at the option of Contractor, give Contractor the right to assume those obligations directly, including all benefits to be derived therefrom. Subcontractor shall thereafter do only such work as may be necessary to preserve and protect the work already in progress and to protect material and equipment on the job site or in transit thereto.

Upon such termination, Subcontractor shall be entitled to payment in accordance with Section 4 only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Subcontractor as are permitted by the prime contract and approved by Owner; plus (3) ten percent (10%) of the cost of the work referred to in item (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Subcontractor prior to the date of the termination of this Agreement. In no event shall payment due hereunder exceed the amount due for approved units of work or percentage of completion. Subcontractor shall not be entitled to lost profits on work not performed, additional compensation or damages, or to any claim of lien for any lost profits on work not performed, additional compensation or damages in the event of such termination and payment.

14.1.5 Grounds for Withholding Payment. Contractor may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to the extent necessary to protect Contractor from loss, including costs and actual attorney's fees, consultant fees, and other legal costs, on account of (1) defective work not remedied; (2) claims filed or reasonable evidence indicating probable filing of claim; (3) failure of Subcontractor to make payments properly to its subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that this Agreement can be completed for the balance then unpaid; (5) damage to another subcontractor; (6) penalties assessed against Contractor or Subcontractor for failure of Subcontractor to comply with state, federal or local laws and regulations; or (7) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Subcontractor.

14.2 Bankruptcy.

14.2.1 Termination Absent Cure. Upon the appointment of a receiver for Subcontractor or upon Subcontractor making an assignment for the benefit of creditors, or if Subcontractor seeks protection under the Bankruptcy Code or commits any other act of insolvency, Contractor may, absent any applicable legal limitation, terminate this Agreement upon giving forty-eight (48) hours written notice, by certified mail, to Subcontractor and its surety, if any. If an order for relief is entered under the Bankruptcy Code with respect to Subcontractor, Contractor may terminate this Agreement upon giving forty-eight (48) hours written notice, by certified mail, to Subcontractor, its trustee, and its surety, if any, unless Subcontractor, the surety, or the trustee:

- (a) promptly cures all defaults;
- (b) provides adequate assurance of future performance;
- (c) compensates Contractor for actual pecuniary loss resulting from such defaults; and
- (d) assumes the obligations of Subcontractor within statutory time limits.

14.2.2 Interim Remedies. If Subcontractors is not performing in accordance with the schedule of work at the time of entering an order for relief or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Section as are reasonably necessary to maintain the schedule or work.

Contractor may offset against any sums due or to become due Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and actual attorney's fees, consultant fees, and other legal costs incurred as a result of Subcontractor's non-performance. Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price.

SECTION 15. INDEMNIFICATION

Subcontractor agrees as follows:

15.1.1 To the greatest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor, Owner, and Owner's architect and engineer, and any of their respective directors, officers, agents, employees, parents, affiliates, subsidiaries, partners, and representatives, and any other persons or entities designated by any of them (collectively, the "Indemnitees") from and against all causes of action, penalties, assessments, fines, actions by governmental authorities, demands, liabilities, claims, damages, costs, losses and expenses, including but not limited to attorney's fees and costs ("Claims"), which arise out of or are in any way related (i) to this Agreement; (ii) to actual or alleged actions or omissions by Subcontractor or any of its subcontractors, suppliers, vendors, employees, or persons for whom it is responsible, or (iii) Subcontractor's presence at the Project site and/or its work. Notwithstanding the foregoing, if any of the Contract Documents impose more stringent defense, indemnity, contribution or hold harmless obligations than are set forth herein, then the more stringent provisions shall apply, and Subcontractor shall owe the same defense, indemnity, contribution, and hold harmless obligations to Contractor as Contractor owes to Owner to the extent permitted by law. Subcontractor's duty to defend Indemnitees shall apply, and Subcontractor shall be required to furnish a defense, notwithstanding that there has not yet been a determination, adjudication or finding of liability or fault on the part of Subcontractor or any party or person to be indemnified.

15.1.2 For any Agreement or amendment executed prior to January 1, 2013, to the greatest extent permitted by law, the obligations of this Section shall apply notwithstanding the passive or active negligence or other fault of Indemnitees; however, obligations specified above shall not extend to any claims, demands, damages, costs, or liabilities arising out of the sole negligence or willful misconduct of Indemnitees. These obligations are in no way limited or relieved by Subcontractor having obtained insurance, by the provisions of this Agreement or the Prime Contract relating to the insurance and/or to the extent permitted by law by the provisions of any workers compensation law, regulation or arrangement.

15.1.3 For any Agreement or amendment executed on or after January 1, 2013, to the greatest extent permitted by law, the obligations of this Section 15 shall apply regardless of whether or not the Claims were caused in part or contributed to by Indemnitees; however, obligations specified above shall not extend to: (a) Claims that arise out of, pertain to, relate to the active negligence or willful misconduct of Contractor, of a subcontractor to Contractor, a construction manager who is an Indemnatee, or any of their other agents, other servants, or other independent contractors who are responsible to them (b) to defects in design furnished by the Indemnatee, or (c) to the extent Claims do not arise out of the scope of work of Subcontractor. Items (a) through (c) in the preceding sentence shall be referred to in this provision as "Indemnity Limitations." Upon written tender by any Indemnatee, including Contractor, of a Claim, Subcontractor shall:

- (A) Defend the claim with counsel of its choice, who is reasonably qualified and experienced in such matters and does not have a conflict of interest in representing the tendering party, and the Subcontractor shall maintain control of the defense for any claim or portion of claim to which the defense obligation applies. If Subcontractor elects to defend under this subparagraph 15.1.3(A) Subcontractor shall provide written notice of the election to the tendering party a reasonable time period following receipt of the written tender, and in no event later than 30 days following that receipt. Subject only to the limitations set forth above, the defense provided by Subcontractor shall be a complete defense of tendering party of all Claims or portions thereof to the extent alleged to be caused by Subcontractor, including any vicarious liability claims the tendering party resulting from Subcontractor's scope of work, but not including claims resulting from the scope of work, actions, or omissions of the tendering party, or any other party. Any vicarious liability imposed upon the tendering party for Claims caused by Subcontractor electing to defend under this paragraph shall be directly enforceable against Subcontractor. Subcontractor shall promptly provide the tendering party with all information, documentation, or evidence, if any, relating to any assertion by Subcontractor that another party is responsible for the tendered Claim.

- (B) Pay, within 30 days of receipt of an invoice from the tendering party, no more than a reasonable allocated share of the tendering party's defense fees and costs, on an ongoing basis during the pendency of the claim, subject to reallocation consistent with the limitations set forth above, and including any amounts reallocated upon final resolution of Claim, either by settlement or judgment. The tendering party shall allocate a share to itself to the extent a Claim is alleged to be caused by its work, actions, or omissions, and a share to each subcontractor to the extent that the Claim is alleged to be caused by Subcontractor's work, actions, or omissions, regardless of whether the party seeking a defense from the Subcontractor actually tenders the claim to any particular subcontractor, and regardless of whether that subcontractor is participating in the defense. Any amounts not collected from any particular subcontractor may not be collected from any other subcontractor.

Notwithstanding any other provision of law, if Subcontractor fails timely and adequately to perform its obligations under Section 15.1.3(A), the party tendering the Claim shall have the right to recover from Subcontractor for any resulting compensatory damages, consequential damages, and reasonable attorney's fees. If Subcontractor fails to timely perform its obligations under Section 15.1.3(B), the party tendering the Claim shall have the right to recover from Subcontractor for any resulting compensatory damages, interest on defense and indemnity costs, from the date incurred, at the rate set forth in subdivision (g) of former Civil Code Section 3260 (now recodified at Civil Code Section 8818), consequential damages, and reasonable attorney's fees incurred to recover these amounts. The party tendering the Claim shall bear the burden of proof to establish both Subcontractor's failure to perform under either Section 15.1.3(A) or (B), and any resulting damages. In addition to the foregoing remedies, and without limitation or derogation of them, Subcontractor agrees to pay liquidated damages of \$100 per each day that Subcontractor fails to perform its obligations under either Section 15.1.3(A) or (B), which are intended to compensate the tendering party for loss of reputation, administrative costs, and other losses that are difficult to quantify and that are not adequately compensated under this provision and Section 2782.05 of the Civil Code. Subcontractor agrees that the sum of \$100 per day constitutes a reasonable estimate of such damages or losses.

The obligations under this Section 15 are in no way limited or relieved by Subcontractor having obtained insurance, by the Insurance or other provisions of this Agreement, and/or to the extent permitted by law, by the provisions of any workers compensation law, regulation or arrangement.

If and only if a claim for defense or indemnity relates to a project that is governed by California Civil Code Sections 895 et seq. and Contractor is determined to be a "Builder" for purposes of California Civil Code Section 2782(d), then as to claims of construction defects ("Defect Claims") only, the foregoing indemnity is modified such that Subcontractor is not obligated to indemnify Owner to the extent that such Defect Claims arise out of, pertain to, or relate to the negligence of the Owner, or the Owner's other agents, other servants, or other independent contractors who are directly responsible to Owner, or for defects in design furnished by those persons, or to the extent the Defect Claims do not arise out of, pertain to, or relate to the scope of work covered by this Agreement; however, Subcontractor shall nevertheless be obligated to defend Owner and Contractor from any such Defect Claims, within five (5) days of obtaining knowledge of any such Defect Claims, subject to reallocation after final resolution of the claims pursuant to Civil Code Section 2782(d). Indemnity and defense obligations not affected or restricted by Civil Code Section 2782(d) or (e), such as for property damage not caused by construction defects or other matters not involving Defect Claims, shall not be limited, impaired or modified by the foregoing sentence, and such indemnity and defense obligations shall remain in full force and effect.

SECTION 16. INSURANCE

16.1 Insurance Requirements. Subcontractor shall obtain insurance per the requirements listed in the Request for Statement of Qualifications. Certificates of Insurance shall be provided prior to the commencement of the Work.

SECTION 17. DISPUTE RESOLUTION PROCEDURE

17.1 Preliminary Dispute Resolution Procedure and Agreement to Arbitrate

17.1.1 Disputes under Prime Contract. Any dispute resolution procedure in the prime contract shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder, except disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, those which have been waived by the making or acceptance of final payment, and questions regarding the licensure of the Subcontractor. Subject to compliance with all applicable laws, including but not limited to those relating to false claims, dispute and claim certifications, and cost and pricing data requirements, Contractor's sole obligation is to present any timely-filed claims by Subcontractor to Owner under such procedure and, subject to the other provisions of this Agreement, to pay to Subcontractor the proportionate part of any sums paid by the Owner to which Subcontractor is entitled.

17.1.2. Settlement Negotiations. Subject to prime contract disputes under Section 17.1.1, and as for disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, promptly upon notification by the Subcontractor of a dispute, the Contractor and Subcontractor shall meet to informally resolve such dispute. In the event that no resolution is achieved, the parties, prior to the initiation of any action or proceeding under this section, shall make a good faith effort to resolve the dispute by negotiation between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute, unless the parties otherwise agree. To facilitate the negotiation, the parties agree either to fashion a procedure themselves or seek the assistance of a person or organization experienced in alternative dispute resolution procedures such as mediation, minitrial or other similar procedures.

For those matters in which the aggregate amount in dispute is \$75,000 or greater, and in the absence of an agreement on the manner in which alternate dispute resolution is to be accomplished, the parties shall submit their disputes to a neutral third party construction mediator. The mediation shall be nonbinding and shall be conducted as follows. Contractor shall propose a list of three mediators, from which Subcontractor within five working days of receipt of the list shall select the proposed mediator. The mediation shall be scheduled for a date within 60 days of Contractor's proposal of the candidates for mediator, unless Contractor agrees to a longer period before mediation. The cost of the mediation shall be shared pro rata.

17.2. Arbitration Procedures. Notwithstanding any dispute, and to the greatest extent permitted by law, Subcontractor agrees to continue with its performance and maintain the schedule of work pending resolution of any and all dispute, including disputes regarding payment or whether the work is within Subcontractor's scope. This foregoing sentence constitutes an advance waiver by Subcontractor of any actual or alleged right to stop work, rescind, or abandon the Project.

In the event the prime contract contains an arbitration provision or for disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, the following shall apply:

17.2.1. Notice of Demand. For arbitration under the prime contract, notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and shall conform to the requirements of the arbitration provision set forth in the prime contract. For claims not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, the parties hereto shall submit any and all disputes arising under or relating to the terms and conditions of the Subcontract to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. In either case, the demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given, and in no event shall it be made after the date when the institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the statute of limitations. Notwithstanding that the Construction Industry Rules shall govern, the arbitrator(s) shall be furnished through JAMS or any other service mutually acceptable to the parties.

17.2.2. Award. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

17.2.3. Work Continuation. Unless otherwise agreed in writing, Subcontractor shall carry on the work and maintain the schedule of work pending arbitration, and, if so, Contractor shall continue to make payments in accordance with this Agreement. Notwithstanding any dispute, and to the greatest extent permitted by law, Subcontractor agrees to continue with its performance and maintain the schedule of work pending resolution of any and all disputes, including disputes regarding payment or whether work is within Subcontractor's scope. The foregoing sentence constitutes an advance waiver by Subcontractor of any actual or alleged right to stop work, rescind, or abandon the Project.

17.2.4. Consolidated Arbitration Proceedings. To the extent not prohibited by their contracts with others, the claims and disputes of Owner, Contractor, Subcontractor and other subcontractors and/or suppliers involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding. In this event, it shall be the responsibility of Subcontractor to prepare and present Contractor's case, to the extent the proceedings are related to this Agreement. Should Contractor enter into arbitration with the Owner or others regarding matters relating to this Agreement, Subcontractor shall be bound by the result of the arbitration to the same degree as the Contractor.

17.2.5. No Limitation of Rights or Remedies. This Section shall not be deemed a limitation of any rights or remedies which Subcontractor may have under any federal or state mechanic's lien laws or under any applicable labor and material payment bonds unless such rights or remedies are expressly waived by it.

SECTION 18. COMPLIANCE WITH ALL LAWS AND SAFETY PRACTICES

Subcontractor shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes affecting or relating to this Agreement or its performance, including but not limited to those with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention and safety program of Owner and Contractor.

Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to work for its employees of its subcontractors and suppliers of material and equipment, for adequacy of and required use of all safety equipment and for full compliance with the aforesaid laws, orders, citations, rules, regulations, standards and statutes.

At its sole expense, Subcontractor will comply with all provisions of "Proposition 65" (California State Drinking Water Act of 1986, California statutes) which shall include, but not be limited to, posting with the prior written submission to, at the time submittals are made and with the written permission of Contractor, any required notices. Subcontractor shall not use or bring on to the project any of the chemicals or compounds listed by the California State Attorney General from time to time under the provisions of Proposition 65 (the List) without delivering a clear written notice, at the time submittals are written, to Contractor and Owner informing them of the dates and locations where such items shall be delivered, used, or stored. Notwithstanding anything to the contrary contained or indicated herein or in any of the contract documents or purchase orders or anywhere else, Subcontractor shall not incorporate into the work, or allow to be incorporated into the work, any of the items on such list without specific advanced written notice having first been delivered to Contractor prior to Subcontractor becoming actually contractually obligated to purchase or take delivery thereof from its suppliers, and then only to the extent the Contractor gives clear written approval of the uses proposed in the notice. The notice shall contain clear descriptions of the type, amount, uses, locations and content of such items incorporated into or used in said work. Subcontractor expressly acknowledges and agrees that it shall indemnify and hold harmless Contractor and the Owner from any and all claims, demands, suits, or liability of whatsoever nature by reason of the use or possession of the items set forth on the list on the subject project.

At its sole expense, Subcontractor shall institute and maintain a reasonable and adequate safety program to the extent in full compliance applicable law. Subcontractor at its sole expense shall fully cooperate with and adhere to any safety program or requirements of Contractor, whether such program is a stand-alone program or is a program modified to conform to Owner's safety program. All personnel of Subcontractor, its subcontractors and suppliers are required to wear hard hats, safety vests, and any other necessary safety garments or devices, while visiting or working at a construction site in any way related to this Agreement. Failure to comply with safety requirements may result in termination under this Agreement.

SECTION 19. WARRANTY

Subcontractor warrants to Owner and Contractor that all materials furnished shall be new unless otherwise specified and that all work under this Agreement shall be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this Section 19 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

SECTION 20. USE OF CONTRACTOR'S EQUIPMENT

In the event Subcontractor shall use Contractor's equipment, materials, labor, supplies or facilities, Subcontractor shall reimburse Contractor at a predetermined rate, except as provided in Section 14.1.2. or as otherwise stated herein. Further, Subcontractor assumes all responsibility for physical damage to such equipment, materials, labor, supplies, or facilities used by Subcontractor or its agents, employees, or permittees. In the event that Contractor's employees are used by Subcontractor, Subcontractor shall have full responsibility for all acts or omissions of Contractor's employees with regard to Subcontractor's use or employment of them. Subcontractor accepts any all of Contractor's equipment, materials, labor, supplies or facilities as furnished.

SECTION 21. ASSIGNMENT OF CONTRACT

Subcontractor shall not, without written consent of Contractor, assign, transfer, or sublet any portion or part of the work required by this Agreement, nor assign any payment hereunder to others.

SECTION 22. INDEPENDENT CONTRACTOR

Subcontractor is an independent contractor and shall, at its sole cost and expense, and without increase in the Contract Price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work: obtain all necessary permits and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries, or other remuneration's paid to Subcontractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. Subcontractor upon request shall furnish evidence satisfactory to Contractor that any or all of the foregoing obligations have been fulfilled.

SECTION 23. CLEAN-UP

At all times during the course of construction, Subcontractor shall perform its work so as to maintain the site in a clean, safe and orderly condition. Upon completion of the work under this Agreement, Subcontractor shall remove from the site all hazardous materials, temporary structures, debris and waste incident to its operation and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement.

SECTION 24. ATTORNEY'S FEES

Notwithstanding any other provision of this Agreement or applicable law, or any provisions of the Contract Documents that may be incorporated, neither Subcontractor nor Contractor shall be permitted to recover attorney's fees or costs of suit in any dispute or litigation. Subcontractor expressly waives the right to recover attorney's and consultant fees, costs and other legal expenses, from Owner, Contractor and from Contractor's sureties. This waiver of the right to fees and costs, to the greatest extent permitted by law, shall be effective as to statutory rights such as those afforded by Civil Code Sections 8558 or 9550 through 9566. This provision shall not limit, impair or waive Contractor's rights to be defended by, to be indemnified by, to be held harmless by, to receive contribution from Contractor, and to receive the benefits of insurance furnished by Subcontractor or any other persons, with respect to attorney's and consultant fees, costs and other legal expenses. No arbitrator or referee shall have jurisdiction to award fees, costs or expenses waived by this provision, but if for any reason this waiver of fees and costs is found to be invalid or unenforceable, then Contractor and its sureties shall be afforded the same rights as Subcontractor with regard to attorney's and consultant fees, costs and other legal expenses.

SECTION 25. LABOR AGREEMENTS The Contractor is signatory to the following labor agreements: Laborers and Carpenters Master Agreements.

The Subcontractor agrees to be bound by all Master Labor Agreements to which the Contractor is bound, including all extensions thereof, and shall submit all grievances to arbitration, pursuant to the provisions of such Master Labor Agreements and any and all extensions thereof. Subcontractor specifically recognizes that Master Labor Agreements may be renewed and modified (with consequent price increases) during the course of this Contract and hereby assents thereto.

SECTION 26. SPECIAL PROVISIONS (Including unit pricing, if applicable):

26.1 PUBLIC WORKS

On public works projects with the State of California or any subdivision thereof, the time period for payment of amounts (if any) which Contractor is obligated by this Agreement to pay as retention shall be within seven (7) days after receipt of retention by Contractor, subject to Contractor's right to withhold for the grounds set forth in this Agreement or otherwise provided by law; additionally, on such state or local projects, the percentage of retention withheld (when there are no additional reasons for withholding) shall not exceed the percentage required to be withheld under Contractor's contract with the Owner.

26.2 DESIGN-BUILD WORK

To the extent that any portion of the Work is designated as design-build, Subcontractor agrees as follows.

Subcontractor acknowledges that that Contractor is relying upon Subcontractor to perform all necessary design services and coordination for Subcontractor's Work to comprise a completely operation system or systems, integrated with the other components of the Project, meeting the Owner's requirements.

Subcontractor shall procure all design services in connection with its work from licensed, independent professionals. If the person providing the design services for Subcontractor is an independent design professional, the services shall be provided pursuant to a written agreement acceptable to Contractor. Contractor reserves the right to object to the persons or employees that Subcontractor intends to

utilize for design services, in which case Subcontractor at its sole cost shall utilize other persons, acceptable to Contractor, for such services.

Subcontractor shall prepare, for written approval by the Contractor and Owner, schematic design documents consisting of drawings illustrating the basic components of the design of the Subcontractor's Work and their relationship to other Project elements. Three printed sets and one reproducible set of these documents, at a minimum, shall be provided to Contractor. Following completion of the schematic design documents, Subcontractor shall update the preliminary schedule and estimate for the Contractor's review and estimate.

Based upon the approved schematic design documents, Subcontractor shall prepare, for approval by the Contractor and Owner, design development documents consisting of further definition of design elements, including drawings, outline specifications, and other documents to fix and describe the size and character of the Subcontractor's Work, including the relationship to other Project elements. Three printed sets and one reproducible set of these documents, at a minimum, shall be provided to Contractor. Following completion of the design development documents, Subcontractor shall review and update the schedule and estimate for Contractor's review and approval.

Based upon the approved design development documents, Subcontractor shall prepare for approval by Contractor, Owner, and governmental and/or other entities, including revisions necessary to secure needed approvals, construction documents setting forth in detail the requirements for construction of Subcontractor's Work. These documents shall consist of drawings and specifications that comply in all respects with codes, laws, regulations, and standards of good practice to be in effect as of the time that the work is to be performed. Three printed sets and one reproducible set of these documents, at a minimum, shall be provided to Contractor.

Subcontractor shall coordinate its Work with that of Contractor, other subcontractors, and all other persons at the Project site, to ensure that the completed project provides a fully functional, operational system or systems that conform to Owners' design program.

Copies or originals of all data collected in relation to work associated with this Agreement, and all data and documents prepared in connection with the Project, shall be provided to Contractor and to Owner. Data collected, stored, and/or provided shall be in a form acceptable to Contractor. All data, designs, drawings, reports, drafts, work products, maps, records and other documents reproduced, prepared or caused to be prepared by Subcontractor pursuant to or in connection with this Agreement shall be the exclusive property of Contractor, who shall own the copyright and all other intellectual property rights in connection therewith, and who shall be entitled to make full use thereof. All such documents shall be delivered and/or returned to Contractor upon request.



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. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.

Date: _____

Date: _____

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Contractor: Truebeck Construction, Inc.
201 Redwood Shores Parkway, Suite 125
Redwood City, CA 94065
California License No. 903798
(650) 227-1957

Subcontractor:

EXHIBIT A

Dated January 2, 2013

Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815

(Applies to State and Local Public Works Projects Only Unless Otherwise Indicated)

1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1775. (a) (1) The contractor and any subcontractor under the 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.

(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.

1776. (a) Each contractor and subcontractor shall keep accurate

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

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

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

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

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

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

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

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

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

(e) 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, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the

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

(f) (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 Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

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

(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.

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

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

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

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

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

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to

the awarding body if requested by the awarding body.

Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

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

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

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

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

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

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of

Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

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

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

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

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

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

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

The contractor may add the amount of the contributions in computing his or her bid for the contract.

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

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

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

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

(3) All training contributions received pursuant to this

subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury.

Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

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

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

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

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

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