

# **YUBA COMMUNITY COLLEGE DISTRICT**

## **Request For Qualifications Lease-Leaseback Services for the Project:**

### **Student & Instructional Services Center (J-32) Yuba College, Clear Lake Campus**

**RFQ Number: 10-002J  
RFQ Issued: May 7, 2010  
Mandatory Pre-Submittal Conference: May 20, 2010 @ 10:00 a.m.  
Responses Due: June 8, 2010 @ 2:00 p.m.**

# **Yuba Community College District**

2088 N. Beale Road

Marysville, CA 95901

<http://www.yccd.edu/measurej/index.html>

## **Request For Qualifications Lease-Leaseback Services for the Project:**

### **Student & Instructional Services Center (J-32) Yuba College, Clear Lake Campus**

#### **SECTION 1. INTRODUCTION**

The Yuba Community College District (“District”) is issuing this Request for Qualifications (“RFQ”) requesting Statements of Qualifications from Lease-Leaseback (“LLB”) Entities qualified to provide the District with services described in this RFQ for the construction of an approximately 28,000 GSF Student & Instructional Services Center located on the Yuba College Clear Lake Campus (See Project Narrative-Attachment A and A.1). This is a Yuba Community College District Measure J Bond Program project. This RFQ describes the Project, the required Scope of Work, the selection process and the minimum information that must be included in response to this RFQ.

Contracts will be awarded by the Board of Trustees pursuant to the provisions of Education Code 81335 et. seq.

#### **SECTION 2. MANDATORY PRE-SUBMITTAL CONFERENCE**

A Mandatory pre-submittal conference will be held on Thursday, May 20, 2010 commencing at 10:00 a.m. in the Room 702, at the Clear Lake Campus, 15880 Dam Road Exit, Clearlake, California, 95422. General program information will be provided as well as information specific to this solicitation.

#### **SECTION 3. BACKGROUND**

Yuba College, in its 83rd year of community service, founded in 1927, is located on a campus outside of Marysville with twenty-three buildings on a 160-acre site. In December 1965, the College District was reorganized to include Colusa, Sutter, and Yuba counties and in 1974-75 to include large portions of Glenn, Lake, and Yolo counties. The District now stretches across the broad central valley of California from high in the foothills of the Sierra Nevada to the Coast Range and covers 4,192 square miles. The Yuba Community College District provides educational services via its main campus in Marysville, the Woodland Community College campus, the Clear Lake

campus, and at its educational center located on Beale Air Force Base. The District's Distributive Education program also provides course work on-line and through interactive video and video-streaming technology among sites.

In June 2006, the Yuba Community College District (YCCD) Board of Trustees unanimously approved a resolution for the placement of a \$190 million Proposition 39 Bond on the November 2006 ballot. This bond initiative became known as Measure J.

On November 7, 2006 voters in the eight county service area passed Measure J with 56.61% of the vote district-wide.

In May 2007, the YCCD Board of Trustees following a competitive solicitation approved the services of the program/construction management firm DMJM H&N/AECOM. DMJM H&N/AECOM will provide management oversight for all Measure J construction projects throughout the District.

In September 2007 YCCD Board of Trustees adopted the Districts Sustainability Policy (BP6610, Attachment B).

## **SECTION 4. SUBMITTAL REQUIREMENTS:**

### **4.1 Submission of RFQ Response**

To be considered by the Selection Committee, Respondents must submit a written response to this RFQ which addresses each and all of the requirements of this RFQ. It is mandatory that responses to this RFQ be submitted to:

Yuba Community College District  
ATTN: Malinda Bogdonoff, C.P.M.  
Director, Purchasing/Contracts  
Building 1300, Room, 1309  
2088 North Beale Road  
Marysville, CA 95901

Submittals must include one (1) unbound original and ten (10) bound copies of the required materials to the address listed above. No other collateral or reference materials are to be submitted. Submissions must be received no later than **2:00 P.M. Pacific Daylight Time on Tuesday, June 8, 2010.**

Label your submittal: **"RFQ No. 10-002J – Lease-Leaseback Services for the Student & Instructional Services Center (J-32) Yuba College, Clear Lake Campus**

All RFQ responses, when submitted in accordance with the requirements of this RFQ, will be date/time stamped upon receipt by the District. Respondents are solely responsible for timely submission of RFQ responses to the designated location prior to the latest time for submission. The District will reject summarily as Non-Responsive any RFQ response

which is submitted after the date/time set forth above or which is considered by the District in sole and absolute discretion as Non-Responsive to material requirements of the RFQ. The District reserves the right to cancel or amend this RFQ. The District also reserves the right to extend the date responses are due and modify the proposed schedule as stated herein. If addenda to this RFQ are issued, Respondents are solely responsible for and must acknowledge receipt of addenda in their RFQ cover letter and RFQ responses must address materials/requirements relating to this RFQ as described in addenda issued by the District. Failure to acknowledge and respond to any addenda issued by the District may render the respondent's RFQ submittal to be deemed Non-responsive and it may be rejected.

Incomplete submittals, incorrect information, or late submittals may be cause for immediate disqualification. Issuance of this RFQ does not commit District to award a contract, or to pay any costs incurred in preparation of a response to this request. District reserves the right to request additional information or clarification at any time. District retains the right to reject any or all submittals. All LLB Entities should note that the execution of any contract pursuant to this RFQ is dependent upon the approval of the Yuba Community College District Board of Trustees in its sole discretion. All materials submitted to the District will become the property of the District and will not be returned.

#### **4.2 Addenda**

Subsequent addenda, if any, will be available only on the Measure J Bond website at <http://www.yccd.edu/measurej/rfp.html>.

#### **4.3 Questions**

Questions regarding this RFQ are to be directed, in writing, only to Dave Bachman via fax (530) 741-7115 or email [dbachman@yccd.edu](mailto:dbachman@yccd.edu). All questions must be submitted to Mr. Bachman no later than **4:00 PM, Monday, May 24**. Only questions answered by formal written addenda will be binding (See 4.2, above).

### **SECTION 5. SELECTION PROCESS/PROJECT TIMETABLE**

Subject to the number of respondents to this RFQ the District expects to conduct interviews with a minimum of four (4) of the most qualified LLB Entities that respond to this RFQ. Respondents selected for interviews will be advised by letter and with sufficient advanced notice regarding interview participants and format at the time of notification. At the time of the interview, all proposed project team members will be required to attend.

Described below is the District process for the solicitation and formal invitation of LLB Entities capable of performing Lease-Leaseback services, to submit their qualifications. Upon receipt, the District's Selection Committee will review the submittals for compliance and rank them accordingly.

## 5.1 SELECTION PROCESS

### Step 1 – Response to Districts RFQ

- LLB Entities submit their qualifications to provide the District with services described in this RFQ.
- Subject to the number of submittals received the District expects to short-list and invite, at a minimum, four (4) LLB Entities to interview.

### Step 2 – Interview of short-listed LLB Entities

- Prior to the interviews the District will provide project information (programming and preliminary design documents, project schedules, budget information) in order for the invited LLB Entities to properly prepare for the interview.
- District will provide access to the Project site if desired, for a voluntary site visit.
- Based on District provided documents and a voluntary site visit, those short-listed LLB Entities will be requested to discuss, during the interview, budgetary range of construction costs for the Project and the LLB Entity's approach and methodology for managing project costs, and how the LLB Entity's team brings 'value' to the Project.

### Step 3 – Selection

- Based on qualifications, understanding of the Project and interview results a single LLB Entity will be selected.

LLB Entities selected for an interview may be asked to separately submit, after the interview, a sealed fee range for pre-construction services and a sealed fee (on a percentage basis) and general conditions estimate that will be used only as a basis for negotiating an estimated guaranteed maximum price for the project.

The District will evaluate LLB Entities on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required, as evidenced in their response to this RFQ and/or subsequent interview(s). The District will negotiate a contract with one LLB Entity best qualified for the project, as determined by the District to be in the best interest of the District, at compensation that the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory contract with the LLB Entity considered to be the most qualified at a price the District deems reasonable, negotiations with that LLB Entity may be formally terminated. The District may then undertake negotiations with the second most qualified LLB Entity for the project, as determined by the District to be in the best interest of the District.

The Interviewing Selection Committee may consist of the Chancellor; Vice Chancellor of Administrative Services; Executive Dean, Clear Lake Campus; the District's Director of Purchasing/Contracts; Director, Facilities Planning; District's Program and Construction Manager; Project User Group representatives; Yuba College Director of Maintenance and Operations, and Principals from TLCD Architects.

## **5.2 PROJECT TIMETABLE**

The following dates present a general guideline and are subject to change by the District:

- A. Mandatory pre-submittal conference: Thursday, May 20, 10:00 AM
- B. Statements of Qualifications due: Tuesday, June 8, 2:00 PM
- C. Interview short listed LLB Entities: Tuesday June 29, 2010
- D. Recommendation of Award to Board of Trustees: August 4, 2010

## **SECTION 6. PROJECT DESCRIPTION - SCOPE OF WORK**

The scope of this project is to construct a 28,000 GSF Student & Instructional Services Center Facility, including all associated demolition, site work, and utilities, at the Yuba College Clear Lake Campus in Clearlake, California. The new facility is intended to provide new consolidated facilities for the following functions and programs:

- Administration and Operations
- Student Services
- Science Labs
- Culinary Arts
- Library and Learning Resource Center

The objective of the project is to provide permanent expanded facilities for campus functions that are currently housed in modular buildings originally constructed in 1975. The intent of the College with this facility is to: improve service to students and improve the presence and identity of the campus to the community.

The construction budget for the project is \$12,150,000.00, not including Fixtures, Furniture and Equipment (FF&E). The project is funded exclusively by Measure J Bond funds, which were approved by the eight-county district voters in November 2006. The currently schedule occupancy date for this new project is January 2013.

### **6.1 DESIGN/PRECONSTRUCTION SERVICES**

District will execute a Pre-Construction Service Agreement (See Section 10. FORM OF AGREEMENT) provided by the District to short-listed firms prior to interview with the LLB Entity to partner with the District's Director, Facilities Planning, the District's Program and Construction Manager and the District's Architect, TLCD Architecture, through the completion of Design at which point the LLB Entity will provide to the District a Guaranteed Maximum Price (GMP) for the project. The LLB scope of services required, but not be limited to, shall be the following:

- Monitor the design of the project as it is developed, through the completion of construction documents, to ensure Project completion within the District's budget.
- Participate fully in design workshops with the District's Architect, District staff, College staff and site personnel.

- Conduct value-engineering analysis and prepare report(s) with recommendations to the District.
- Review design documents for constructability, scheduling, clarity, consistency, and coordination, and provide recommendations to the District.
- Identify, coordinate and confirm all utilities (including points of connectivity) to assure service to the project site, including requesting, and confirm the District's receipt of, will-serve letters from all utility agencies servicing the site.
- Prepare a Critical Path Method schedule on software compatible with the District's standard software, clearly identifying the critical path, along with, all milestones and interdependencies (predecessor and successor relationships).
- Coordinate and with the District's architect to ensure the project meets the sustainability goals for the project: LEED™ Silver Certification.
- Provide to the District an "Out Reach Program" outlining how the LLB will inform and include local (within 60 miles of the project site) trade contractors and suppliers in the delivery of the project.
- Provide the District a Guaranteed Maximum Price at the completion of the Design Phase, or other design milestone as mutually agreed to by the LLB Entity and the District.
- Coordinate with District's Director, Facilities Planning, District's Program and Construction Manager and the District's Architect.

## **6.2 CONSTRUCTION and POST-CONSTRUCTION SERVICES**

When the District proceeds with the Construction Phase of the Project, the selected LLB Entity will assume the responsibilities of the District's General Contractor pursuant to the respective requirements of a Preconstruction Services Agreement, Facilities Lease with Construction Provisions, and a Site Lease (See Section 10. FORM OF AGREEMENT) to perform the various trades and services comprising the entire Scope of Work. The scope of services required, but shall not be limited to, the following:

- Complete the construction of the Project in accordance with the Construction Documents and all applicable State laws, codes and regulations, including Division of State Architect (DSA).
- Work with the District to ensure LLB compliance with local trade contractors and suppliers "Out Reach Program".
- Maintain clear and accurate As-Built Drawings throughout the construction of the project.
- Coordinate with the District's Architect to expedite the completion of Record Drawings, including specifications.
- Compile operations and maintenance manuals, warranties, guarantees, and certificates.
- Provide the necessary training to the on-site Maintenance and Operations personnel.
- Coordinate final testing, documentation and governmental inspections.
- Assist the District in any auditing reporting.

- Coordinate with District's Commissioning Agent and Architect to ensure the project meets the sustainability goals for the project.
- Prepare final accounting and closeout reports.
- Other responsibilities necessary for the completion of the Project in accordance with the plans, specifications and as required by DSA.

Note the District shall be responsible for costs and services associated with any DSA project inspector or other Special Inspection Services required by the project.

The LLB Entity shall work under the direction of the District's Director, Facilities Planning, District's Program and Construction Manager and the District's Architect through Construction. The LLB Entity shall work with and any other architect, engineer, or consultant, contracted by the District, as necessary to further develop the project and ensure proper coordination with other District construction projects.

The District will require an open book policy with the LLB Entity and its Construction Team. The District will retain access to subcontractor bids, value engineering back-up, contingency breakdown and tracking, general conditions breakdown and tracking, and LLB Entity fees.

Change orders will be issued for owner directed changes and unforeseen conditions only. All change orders are subject to the schedule of, require the final approval of, the District Board of Trustees.

## **SECTION 7. GUARANTEED MAXIMUM PRICE (GMP)**

A LLB Entity is not required to include a GMP with its initial submittal to this Request for Qualifications.

The successful LLB Entity will be required to provide a finalized GMP for the construction phase at the completion of design, or other design milestone as mutually agreed to by the LLB Entity and the District.

Final project cost will be determined after bids for all subcontracting trades are taken. The following components will be included in project cost:

1. General conditions without markup; items chargeable to general conditions (Attachment C).
2. Cost of all subcontract bids.
3. Contractor fee (includes overhead and profit and all other costs not specifically allowable in general conditions).
4. Bond costs for general contractor.
5. Builder's risk insurance.
6. A Project contingency in an amount agreed upon by the District and the contractor.
7. Owner's Controlled Insurance Program (OCIP)

(Attachment D-Contractual provisions)

## **SECTION 8. QUALIFICATIONS SUBMITTAL FORMAT AND CONTENT**

The Statement of Qualifications should be concise, well organized and demonstrate the LLB Entity's qualifications. The Statement of Qualifications may be no longer than 40 single-sided or 20 double sided pages on 8½" x 11" paper, inclusive of cover letter, table of contents, resumes, and pictures. Separator pages or dividers are not included in the 20 page limitation.

All LLB Entities are required to follow the format specified below. The content of the submission must be clear, concise, and complete. Each section of the submission shall be tabbed according to the numbering system shown below to aid in expedient information retrieval and review by the District.

### **Submittal Cover:**

Include the RFQ's title and submittal due date, the name, address, fax number, and the telephone number of principal firm (or firms if there is a joint venture or association).

### **Table of Contents:**

Include a complete and clear listing of headings and pages to allow easy reference to key information.

### **A. Cover Letter:**

The cover letter should be brief. Provide general company background and location of the LLB Entity's offices and the ability of the LLB Entity to respond to the District requirements in a timely manner. Identify the team members (i.e. joint partners and sub-consultants) and include the title and signature of the LLB Entity's contact person for this procurement. Describe how the Scope of Work (refer to Section 6) and the Evaluation Criteria (refer to Section 9) will be addressed and/or accomplished for the District. Also within the cover letter describe those conditions, constraints, or problems that are unique to the Scope of Work that may adversely affect either the cost or work progress.

Ensure your cover letter includes acknowledgement of Addenda, if issued.

If the LLB Entity is proposing to co-respond with another principal firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service. Any changes to the District's requested format or failure to provide any of the requested materials should be explained in the cover letter. The signatory shall be a person with official authority to bind the company.

### **B. Mandatory Qualifications:**

LLB Entities must hold a General Building Contractor "B" License, which is current, valid and in good standing with the California Contractor's State License Board. Provide the following information for each license:

1. Name of license holder exactly as on file.
2. License classification.
3. License No.
4. Date issued.
5. Expiration date.
6. Whether license has been suspended or revoked in the past five (5) years. If so, explain.

**C. Methods and Strategic Plan:**

Describe in detail your approach and methods for carrying out the scope of work (limit 5, single-sided pages).

**D. Qualifications and Experience:**

This section shall contain the following:

1. A description of the LLB Entity's experience in providing construction and LLB services under Education Code 81335 et. seq., for public entities with special emphasis on college and other higher educational entity projects of similar scope. List the total cost of each project.
2. Experiences in the past five (5) years specifically related to the Scope of Work shall be listed consecutively with the awarding and completion dates noted. Each listed experience shall include the name(s) and telephone number(s) of the client's project manager or primary point of contact.
3. When listing team members or sub-consultants, describe the listed experience and the exact tasks that each firm has performed.

**E. Past Performance Record:**

For the LLB Entity, indicate if there has been an occurrence for each of the following. If YES, then, please describe in detail the circumstances for the respective occurrence:

1. Failure to enter into a contract once selected.
2. Withdrawal of a proposal as a result of an error.
3. Termination or failure to complete a contract.
4. Debarment by any municipal, county, state, federal or local agency.
5. Involvement in litigation, arbitration or mediation.
6. Conviction of the LLB Entity or its principals for violating a state or federal antitrust law by bid rigging, collusion, or restrictive competition between bidders, or conviction of violating any other federal or state law related to bidding or contract performance.
7. Knowing concealment of any deficiency in the performance of a prior contract.
8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
9. Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Failure to disclose requested information will result in automatic rejection of a submittal and disqualification of the LLB Entity from participation on District projects.

## **F. Organizational Chart:**

An organizational chart containing the names of all key positions (including, but not limited to, Project Manager and all Superintendents), joint venture partners, and sub-consultants with titles and their specific task assignment for this project shall be provided in this section. The District's evaluation will consider the entire team. No changes in the successful LLB Entity's team composition will be allowed without prior written approval of the District.

## **G. Location:**

Proximity of the LLB Entity local office(s) to the Clear Lake Campus, 15880 Dam Road Exit, Clearlake, California, 95422 and the District Offices at 2088 North Beale Road Marysville, CA 95901, including the types and quantities of professionals employed by the LLB Entity locally.

## **H. Financial Information & Financial Capacity to Deliver Project:**

Provide the following financial information:

1. A report from any commercial credit rating service, such as Dunn and Bradstreet or Experian.
2. A letter from a surety or insurance company stating bonding limits that can be applied to the respective Projects.
3. A letter from insurance company indicating ability to provide insurance. The following is a tentative schedule of requirements as of the date of this RFQ:
  - a. A.M. Best financial rating.
  - b. Commercial General Liability Insurance: Commercial General Liability Insurance shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001). One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage / Three Million Dollars (\$3,000,000) aggregate.
  - c. Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
  - d. Workers' Compensation and Employer's Liability Insurance: The LLB Entity and all subcontractors shall insure (or be a qualified self insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The LLB Entity shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
  - e. Builder's Risk Insurance: The LLB Entity shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct

physical loss, damage or destruction to the work. Limit shall equal bid amount, if requested by the District.

- f. All insurance will be in a form and with insurance companies acceptable to the District.
  - g. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state.
  - h. District shall be listed as an additional insured on each of the above policies, and original proof of insurance showing this additional insured party must be presented at time of final execution of lease-leaseback contract(s).
  - i. Indicate current value of all work the LLB Entity has under contract.
  - j. Indicate current worker's compensation experience modification ratio ("EMR") for you and all major trade subcontractors intending to perform work on the project.
4. Self Performance Declaration – State whether your firm anticipates self performing any work on the project. If so, state trades involved.
  5. Describe the Financial Capacity of the LLB entity to deliver the respective Projects.

#### **I. Other Information:**

This section shall contain all other pertinent information regarding this procurement in the following order:

1. Description of safety record for LLB Entity and subcontractors for the last five (5) years. Safety records below the national averages provided by the federal government may be an indication that the LLB Entity has an unsatisfactory record of safety.
2. Description of in-house resources for prime respondent and co-venture partner(s) (i.e., computer capabilities, software applications, modem protocol, and modeling programs, etc.).
3. Description of community involvement (Out Reach Programs).
4. Description of any previous involvement with District.
5. Exceptions to this RFQ – The Response shall certify that the LLB Entity takes no exceptions to this RFQ or Addenda, if issued by the District.
6. Addenda Acknowledgement – State receipt of all Addenda issued.

## **SECTION 9. EVALUATION CRITERIA**

The purpose of this Request for Qualifications is to enable the Yuba Community College District to select the most qualified firm with whom the District intends to enter into negotiations for construction of the Projects pursuant to the Lease-Leaseback provisions of Education Code Section 81335 et. seq.

The District will use the qualification based selection criteria outlined below. A review and Selection Committee composed of key District officials and consultants will review and evaluate all Statements of Qualifications and will conduct interviews.

Qualification submittals received by District will be evaluated according to the criteria listed below. These criteria are not listed in order of any priority or weighting, nor should any be inferred by the respondent(s) to this RFQ. The District will compare and evaluate all responsive and responsible submittals and select an LLB Entity(s) that, in the sole and absolute discretion of the District, can fully meet the requirements of the District, based on the following factors:

1. Conformance to the specified RFQ format.
2. Organization, presentation, and content.
3. Knowledge and understanding of the local environment and a local presence for interfacing with the District.
4. Ability to meet budgets and timelines established in the RFQ and by the District.
5. Ability to provide constructability reviews and value engineering.
6. Ability to provide exemplary construction services, including the identification and profile of key personnel assigned to these projects.
7. Ability to work collaboratively and cooperatively with District's Staff, Architects and Consultants.
8. Ability and willingness to work with local vendors, suppliers, and contractors.
9. Ability to coordinate off-site and on-site issues with the local public works departments
10. Specialized experience and technical competence of the LLB Entity(s), (including principal firms, joint venture-partners, and sub-consultants) considering the types of service required; the complexity of the project; record of performance; and the strength of the key personnel who will be dedicated to the project.
11. Demonstration of the LLB Entity's expertise and experience with building projects for California Community Colleges.
12. Experience in working with Division of the State Architect ("DSA") and the Department of Toxic Substances Control ("DTSC").
13. Demonstration of expertise with and knowledge of funding issues particular to community college building projects.
14. Financial resources and stability of the principal consultant and/or a consultant team.
15. Understand and support the District's educational goals, objectives, and management methods.
16. Training and experience of key personnel.
17. Experience, expertise, and knowledge of the lease-leaseback process.
18. Staff capacity, depth, and current workload.
19. Nature and quality of the LLB Entity's completed work.
20. Stability, reliability and continuity of the LLB Entity.
21. Location of the LLB Entity's office to the project sites and District Office.
22. Experience with delivery of LEED™ certified projects.
23. Experience using *LEAN, BIM or COBIE Construction Methods* on Public Facilities Projects.

24. Demonstrated experience with and ability to provide a finalized GMP for the construction phase at the completion of design, or other design milestone as mutually agreed to by the LLB Entity and the District.

## **SECTION 10. FORM OF AGREEMENT**

The District intends to enter into agreement for the required services using the standard forms for agreements listed below. These are available for review on the District's website at <http://www.yccd.edu/measurej/index.html>. Respondent are to confirm that it has reviewed these standard forms of agreement and is in full and complete acceptance with the Agreements as required by the District's RFQ

1. Preconstruction Services Agreement
2. Facilities Lease with Construction Provisions
3. Site Lease

## **SECTION 11. SPECIAL CONDITIONS**

### **11.1. Public Record:**

All information submitted in response to the RFQ become the property of the District's and a public record (with the exception of financial information as listed in Table of Contents, item VIII) and as such, might be subject to public view.

### **11.2. Non-Discrimination:**

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

### **11.3. Drug-Free Policy and Fingerprinting:**

The selected LLB Entity shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free Workplace Certificate.

### **11.4. Costs:**

Costs of preparing a submission in response to this RFQ are solely the responsibility of the LLB Entity.

### **11.5. Prevailing Wages:**

LLB Entities are advised that this project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages in effect at the time the contract is signed. District will obtain from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. Any LLB Entity to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, comply with the District's Labor Compliance Program policy, if applicable, and otherwise comply with applicable provisions of state law. (Education Code section 81335; Labor Code sections 81350, et seq.)

**11.6 Securities:**

LLB Entities are advised that if awarded a contract, they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to retention monies withheld by District to insure performance under the contract.

**11.7 Bonding:**

The successful LLB Entity will be required to furnish a Performance Bond in the amount of one hundred percent of the contract price, and a Payment (Material and Labor) Bond in the amount of one hundred percent of the contract price.

**11.8 Limitations:**

This RFQ does not commit District to award a contract, to defray any costs incurred in the preparation of a submittal pursuant to this RFQ, or to procure or contract for work.

**11.9 Tobacco and Sex Offender Information Requirements:**

The successful LLB Entity(s) shall agree that it, its employees, agents, representatives and authorized lower-tier consultant's and or contractors will, as applicable, follow the requirements of District Policies: BP 3570 Smoking/Use of Tobacco Products, and AP 3516 – Registered Sex Offender Information.

**END OF PAGE**

## **PROJECT NARRATIVE**

---

### **Student and Instructional Services Center, Yuba College, Clear Lake Campus**

The scope of this project is to construct a 28,000 GSF Student and Instructional Services Center at the Yuba College Clear Lake Campus in Clear Lake, California. The new facility is intended to provide new consolidated facilities for the following functions and programs:

- Administration and Operations
- Student Services
- Science Labs
- Culinary Arts
- Library and Learning Resource Center

The object of the project is to provide permanent expanded facilities for campus functions that are currently housed in modular buildings originally constructed in 1975. The desire of the College is with this facility; improve the service to students, and improve the presence and identity of the campus to the community.

The Yuba Community College District is currently engaged in negotiations with the Konocti Unified School District for the purchase of a 3 acre site adjacent to and west of the college property along Dam Extension Road (See Attachment A.1). The object of obtaining the site is to provide a prominent location for the new Student and Instructional Services Center thus creating a more visible presence to the community.

## **CONSTRUCTION SCOPE OF WORK**

---

Building site area: Approximately 3 acres (currently being acquired by the District)

Building area: 28,000 gsf (one story – possibly two or three separate buildings)

Existing campus site area: Approximately 11 acres

Project improvements include but may not be limited to: Demolition of multiple one-story modular structures, parking lot renovation, sidewalks, landscape with irrigation, hardscape, lighting, security, telecommunications and underground site utilities.

Off-site improvements include but not limited to: renovation of existing campus entry driveway access from Dam Extension Road (current access easement to the college)

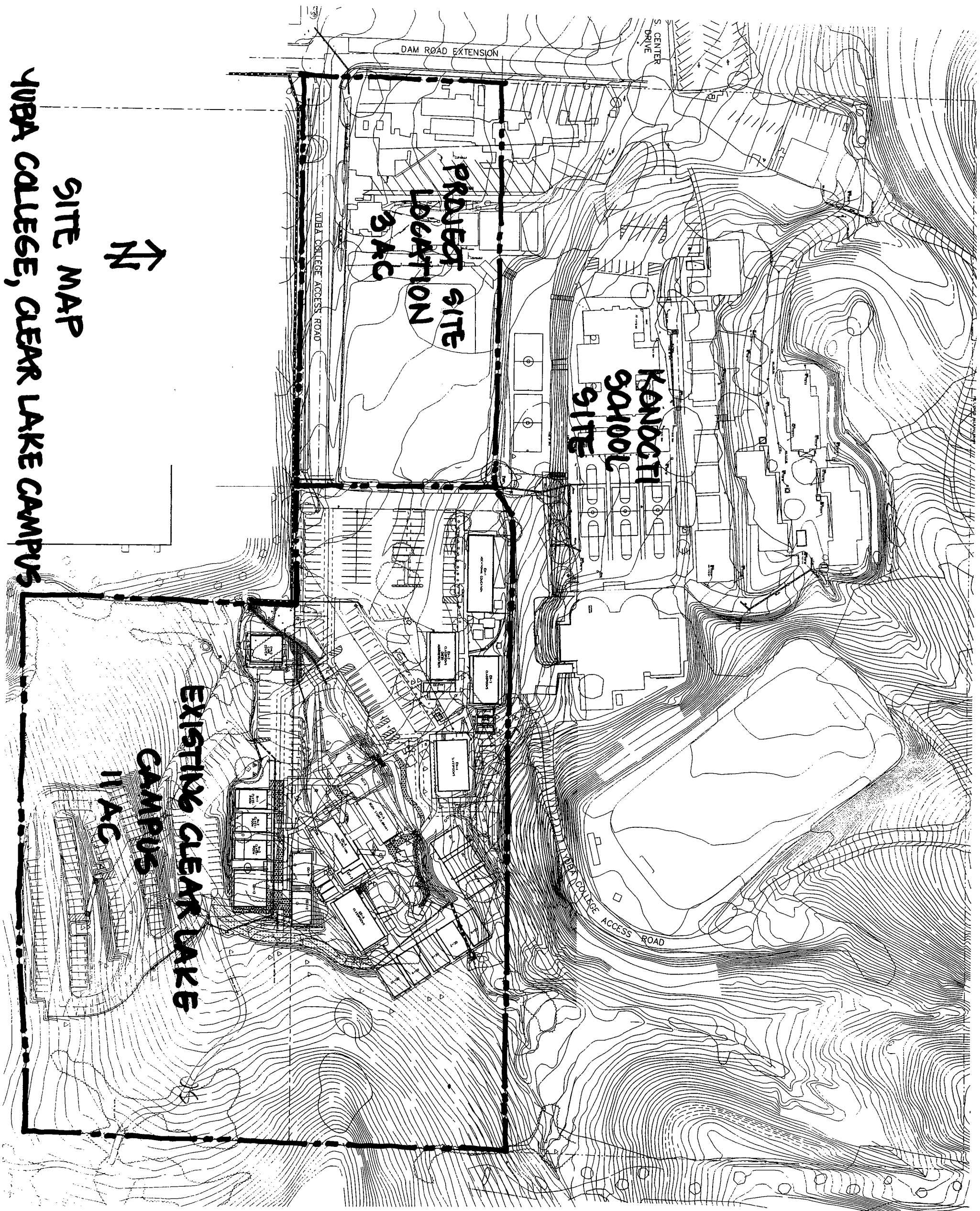
## **PROJECT SCHEDULE & BUDGET**

---

Construction Start Date: August 2011

Allocated Construction Budget: \$12,150,000

Construction Completion: December 2012



**YUBA COLLEGE, CLEAR LAKE CAMPUS**  
**SITE MAP**



## BP 6610                      District Sustainability Policy

The Yuba Community College District is committed to a policy of sustainable design, green building, and comprehensive energy efficiency, as well as the reduction of pollution and greenhouse gases, for the benefit of our college community.

Yuba Community College District strives to be a model of environmental stewardship by incorporating ideals of sustainability into the operations of the District and the daily life of individuals.

Yuba Community College District approaches construction with the following goal:

Build the highest quality facilities possible to achieve the highest possible level of LEED certification, within the project budget, that will most effectively and efficiently utilize bond funds.

All Measure J Bond projects constructed, whether formally certified or not, will implement the following "Sustainable Design Principles":

1.     Aggressively pursue grants, subsidies and rebates.
2.     Select design and construction team members who are LEED™ accredited.
3.     Maximize cost efficiency and energy utilization while minimizing obsolescence in district and college facilities after completion.
4.     Minimize the negative long-term effect on the environment.
5.     Utilize on-site renewable resources where appropriate and cost effective.
6.     Place a high priority on designs that incorporate a reduction in daily and on-going maintenance.
7.     Provide for environmental quality to benefit students, faculty, staff, and the community.
8.     Facilitate use of alternative forms of transportation.

These goals will assist in maximizing the value from each Measure J Bond dollar spent on construction.

New BP  
Adopted 9/12/07

**ALLOWABLE GENERAL CONDITIONS COSTS**

**Personnel Costs**

Personnel costs include raw cost of base salary plus burden, including employer’s contribution to FICA and Medicare, FUI/SUI, and Workers’ Compensation, but not including bonuses, vacation, sick leave or other optional benefits.

Personnel billable under general conditions include the contractor’s superintendent, field engineer, and other field staff with prior approval of the District, the project manager for the actual hours worked on the project, the lead CPM scheduler, lead estimator or other individual directly responsible for project scheduling, bidding and buyout, and other individuals in the contractor’s organization only with the prior written approval of the District.

**Other Costs**

The following costs will be permitted only at reasonable rates and with the specific prior approval of the District:

1. Office trailer or other local office space for project site staff (unless provided by Owner).	14. Temporary fire protection.
	15. Temporary lighting.
2. Office furniture for project site office.	16. Temporary fencing.
3. Office supplies for project site office.	17. Weather Protection
4. Telephone equipment, hook-up and services for project site office.	18. Snow Removal
	19. Winterization of site.
5. Computer hardware and Microsoft Office software; fax machine, copy machine and other equipment for project site office as approved by the District in advance.	20. Barricades.
	21. Scaffolding.
	22. Protection of work.
	23. Survey controls & building layout.
6. Postage, UPS, Federal Express, and other deliveries.	24. Testing.
	25. Dust control.
7. Bottled water.	26. Storm Water Pollution Prevention Program.
8. Fire extinguishers.	
9. First aid kits.	27. Storage containers.
10. Safety materials.	28. Dumpsters.
11. Project signs.	29. Pickup truck for use by jobsite staff.
12. Temporary toilets.	30. Rental of material handling equipment.
13. Temporary power.	31. General cleanup.
14. Temporary heat.	

**TO THE GENERAL PROVISIONS**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions**

**1.1 Introduction**

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

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

Insurance coverage provided under the OCIP is limited in scope and specific to Work performed after the inception date of enrollment into the OCIP. Offsite locations, labor and operations are **not** covered by the OCIP. In addition to any insurance provided by the Owner, all Contractors/Subcontractors will be responsible for providing certain insurance as specified in Section 2.5. The District recommends that Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverage’s are maintained, prior to contract acceptance.

**Keenan & Associates**, herein after called “Program Administrator”, shall administer the OCIP on behalf of the SEWUP JPA. At all times all Contractors/Subcontractors shall cooperate with the Owner and its Program Administrator with all aspects of the OCIP Administration.

**A. Participation in the OCIP**

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor must follow the guidelines, as specified in Section 2.3.

Enrollment (Definition): An Eligible contractor is not enrolled until the Program Administrator receives and approves a completed *Contract Enrollment Form*, for each awarded contract, prior to commencement of on-site activities. Evidence of Insurance for Contractor-Provided Insurance Coverage (see Sections 2.5 and 2.6) is a requirement and must be submitted with the completed *Contract Enrollment Form*.

Eligible Contractor includes all Contractors/Subcontractors providing direct labor on the Project, and excludes Ineligible Contractors, as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible Contractor includes, but is not limited to, consultants; suppliers who do not perform or do not subcontract installation; demolition that includes abatement and hazardous materials removal; vendors; materials dealers; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed. However, if contracted with an on-site installer, suppliers/vendors should be enrolled in the OCIP only for General Liability, as it pertains to the contractual relationship of the installer’s on-site work. Any party deemed an Ineligible Contractor, but who has direct labor on the Project, will be required to participate in the Project Safety Program (see Section 2.15).

Any questions regarding a Contractor’s status as “Eligible” or “Ineligible” should be referred to the Program Administrator.

**TO THE GENERAL PROVISIONS**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions**

**B. Project Site and Offsite Premises**

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

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

With the exception of 1 and 2 mentioned above, off-site locations, labor and operations are not covered by the OCIP. It will be the responsibility of each contractor to maintain off-site insurance, as identified in Section 2.5, which specifies coverage types and minimum limits. Contractor will promptly furnish to the Owner, or its designated representative, Certificates of Insurance evidencing that all required insurance is in force.

**1.2 INSTRUCTIONS TO BIDDERS**

**A. Contractor Qualification**

Bid Award is determined by Contractor's Base Bid (net of insurance costs for coverages provided under the OCIP); however, you still must meet minimum standards *in order to bid* on the Owners' Project. The following qualification standard applies to *ALL Bidding Contractors*:

1. **Have a Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less**
2. **Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years**
3. **Provide evidence of an Injury and Illness Prevention Program (IIPP)**

**Failure to meet these minimum standards shall disqualify the bidder.**

**B. Contractor Insurance Cost Identification**

Contractor's base bid shall exclude any and all costs for insurance coverages provided under the OCIP. The Bidder declares under penalty of perjury under California law, that the base bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.

**2.1 Owner-Provided Insurance Coverage's**

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

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

**TO THE GENERAL PROVISIONS**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions**

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

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

- A. **Workers' Compensation and Employer's Liability Insurance**, in accordance with applicable state laws, to all Enrolled Contractors/Subcontractors reflecting the following Limits of Liability:

**Workers' Compensation:**

- California Statutory Benefits

**Employer's Liability:**

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

1. Deductible: None
2. Major Exclusions: This policy contains exclusions. Some of these exclusions are: liability assumed under contract; bodily injury to an employee knowingly employed in violation of the law; intentional injury; bodily injury occurring outside the USA or Canada; damages arising out of employment-related policies, practices, acts or omissions; bodily injury to anyone in work subject to federal workers' compensation law or federal occupational disease law; bodily injury to the master or crew of any vessel, fines or penalties for violation of state or federal law; damages for violation of the Migrant and Seasonal Agricultural Worker Protection Act; bodily injury to a member of the flying crew of any aircraft; damages incurred as the result of employer's failure to comply with workers' compensation laws. This list is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not listed herein. For complete details of all exclusions, please refer to the actual policy.
3. Intended Policy Term: The policy term is one year, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for the length of the Project. Each contractor/subcontractor is insured under the policy for the length of its work at the Project Site.

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

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

1. Deductible: None
2. Major Exclusions: This policy contains exclusions. Some of these exclusions are: nuclear energy liability; fungi or bacteria, asbestos, silica or silica mixed dust, violation of statutes that govern email, fax, phone calls or other methods of sending information; employment-related practices; pollution; architects & engineers errors & omissions; exterior insulation & finish systems; contractors'

**TO THE GENERAL PROVISIONS**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions**

professional liability; lead; cross suits; expected or intended injury; contractual liability; liquor liability; liability under workers' compensation, disability benefits or unemployment compensation laws; employer's liability; aircraft, auto or watercraft; mobile equipment; war; damage to products or work; recall of products, work or impaired property; certain personal and advertising injury exclusions; electronic data; and damage to impaired property or property not physically injured. This list is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not listed herein. For complete details of all exclusions, please refer to the actual policy.

3. Intended Policy Term:
  - a. Bodily Injury and Property Damage Liability coverages to remain in effect until Project Completion Date, as defined in the policy.
  - b. Ten years Products and Completed Operations coverages.

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

- \$25,000,000 Each Loss / \$25,000,000 Program Annual Aggregate
- Claims expense, including defense cost, within limits
- \$5,000,000 Fungus/Spore Sub-limit, \$5,000,000 Per Claim/Program Aggregate
  1. \$10,000 Deductible, Per Claim
  2. Contractor shall be liable, at its expense, to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible.
  3. Major Exclusions: This policy contains exclusions. Some of these exclusions are: pre-existing conditions; intentional acts; claims between two insureds; claims made by entities and individuals related to the insured; workers' compensation and injuries occurring as a consequence of employment; contractual liability; fines, penalties and treble damages; products; war, auto, aircraft, vessel or rolling stock. Transportation of pollutants, damage to property; disposal sites, hazardous materials facility; professional liability; employment related practices; bankruptcy; microbial substances and genetically modified organisms; naturally occurring substances; and nuclear. This list is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not listed herein. For a complete details of all exclusions, please refer to the actual policy
  4. Intended Policy Term: The policy term is from January 1, 2008 to March 1, 2010. The policy is intended to remain in effect for the length of the Project.

D. **Builders Risk**, during the Course of Construction, at the Project Site. Such insurance shall be written on a repair or replacement cost basis, subject to standard exclusions, property limitations and conditions. Such insurance shall include the interests of the Owner and Contractors/Subcontractors during the Course of Construction.

**TO THE GENERAL PROVISIONS**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions**

A deductible, which shall be determined by the type of construction, will apply to each occurrence. The deductible schedule is as follows:

<b><u>New Construction</u></b>	<b><u>Deductible</u></b>
Fire Resistive / Non-Combustible, Masonry Non-Combustible or Joisted Masonry Wood Frame	\$10,000 \$25,000
<b><u>Modernization/Renovation</u></b>	<b><u>Deductible</u></b>
Non-Structural (Other than Wood Frame) Non-Structural (Wood Frame) Structural	\$10,000 \$25,000 \$50,000

1. Contractor shall be liable for the deductible, at its expense, to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible.
2. Major Exclusions: This policy contains exclusions. Some of these exclusions are: terrorism; war & military action; nuclear; fungus; contaminants or pollutants; asbestos; normal subsidence; natural damage to landscaping materials; consequential losses; cost of making good; loss or damage covered by manufacturer or supplier warrantee; losses incurred at the order of any governmental agency, court or other authority; infidelity, dishonesty, or fraudulent activity; disappearance when revealed by inventory shortage alone; cessation of work; errors and omissions in creating, processing or copying electronic records; and software loss. This list is a summary and may not be exhaustive. The policy language may contain additional exclusionary language,, limitations or carve-backs that are not listed herein. For complete details of all exclusions, please refer to the actual policy.
3. Intended Policy Term: The policy term is from January 1, 2008 to March 1, 2010. The policy is intended to remain in effect for the length of the Project.

**2.2 OCIP Certificates and Policies**

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

**2.3 Participation in the OCIP**

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

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

**TO THE GENERAL PROVISIONS**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions**

**B. Enrollment Compliance**

An Eligible contractor is not enrolled until the Program Administrator receives and approves a completed *Contract Enrollment Form*, for each awarded contract, prior to commencement of on-site activities. Evidence of Contractor-Provided Insurance Coverage is a requirement (see Sections 2.5 and 2.6) and must be submitted with the completed *Contract Enrollment Form*.

Any Contractor/Subcontractor who enrolls in the OCIP after their start date will have to provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Enrollment is not guaranteed until acceptance of the enrollment documentation. The Program Administrator will provide evidence of OCIP coverage to the Contractor/Subcontractor, as noted in Section 2.2.

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

**Each Contractor must include this document with their bid specifications to any and all Subcontractors.**

**C. Contractor Compliance With Other Forms and Procedures**

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

**1. Payroll Reporting**

***a. Workers' Compensation Insurance Rating Bureau Requirements***

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

***b. Project Site Monthly Payroll Report***

*Project Site Monthly Payroll Reports* must be submitted to the Program Administrator on a monthly basis, until the completion of the contract. This report must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. If the *Project Site Monthly Payroll Report* is not submitted to Program Administrator on a monthly basis, the Construction Manager and/or Owner can withhold payment until the report is received. Contractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP Insurance Carrier. At the end of each contract, a carrier audit may be performed using the reported payroll.

**2. Contractor's Completion Notice**

*Contractor's Completion Notice* must be submitted to the Program Administrator upon completion of work at the Project Site, which includes punch list items, but not warranty work. This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates,

**TO THE GENERAL PROVISIONS**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions**

covering the Contractors/Subcontractors for the duration of their Work at the Project Site. This information is subsequently submitted to the WCIRB.

**3. Project Insurance Manual**

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

**2.4 OCIP Disclaimer**

The Owner does not warrant or represent that the OCIP coverage's constitute an insurance program that completely addresses all the risks of the Contractors/Subcontractors. OCIP policies are available for review by the Contractor/Subcontractor, upon request to the Owner or the Program Administrator.

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

**2.5 Required Contractor-Provided Insurance Coverage's**

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance and/or Additional Insured Endorsements to the Owner, with a copy to the Program Administrator for the following coverages, before commencing work on the Project Site (See Section 2.6 for Certificate Holder and Additional Insured Endorsement specifications):

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

	<u>General Contractor</u>	<u>Subcontractor</u>
Bodily Injury and Property Damage	\$2,000,000	\$1,000,000

NOTE: A Certificate of Insurance and an Additional Insured Endorsement, naming the Owner, will be required. See Section 2.6 for Additional Insured Endorsement specifications.

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

- 1. Workers' Compensation –Statutory Benefits - All States
- 2. Employer's Liability
  - b. \$1,000,000 Bodily Injury each Accident
  - c. \$1,000,000 Bodily Injury by Disease – Policy Limit
  - d. \$1,000,000 Bodily Injury by Disease – Each Employee

NOTE: A Certificate of Insurance, evidencing that this coverage is in force for offsite locations, labor, and operations, will be required. See Section 2.6 for Certificate Holder specifications.

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

**TO THE GENERAL PROVISIONS**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions**

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

NOTE: A Certificate of Insurance, evidencing that this coverage is in force for offsite locations, labor, and operations, will be required. See Section 2.6 for Certificate Holder specifications.

- D. Professional Liability Insurance**, if Contractor’s work requires design and/or design-assist services, Contractor shall purchase and maintain, at its sole cost and expense Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this Agreement, with the following minimum limits of liability:
1. \$2,000,000 Per Claim/Aggregate
  2. Deductible or self-insured retention amount must not be greater than \$100,000, including coverage of contractual liability.

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

NOTE: If this coverage is applicable, a Certificate of Insurance and an Additional Insured Endorsement, naming the Owner, will be required. See Section 2.6 for Additional Insured Endorsement specifications.

- E. Environmental and Asbestos Abatement Coverage's**, if the Contractor’s/Subcontractor’s scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:
1. \$1,000,000 Per Claim/Aggregate

NOTE: If this coverage is applicable, a Certificate of Insurance and an Additional Insured Endorsement, naming the Owner, will be required. See Section 2.6 for Additional Insured Endorsement specifications.

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

**TO THE GENERAL PROVISIONS**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions**

1. \$1,000,000 Per Claim/Aggregate

NOTE: If this coverage is applicable, a Certificate of Insurance and an Additional Insured Endorsement, naming the Owner, will be required. See Section 2.6 for Additional Insured Endorsement specifications.

**2.6 Required Contractor-Provided Certificates of Insurance and Additional Insured Endorsements**

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

All required insurance shall be maintained, without interruption, from the date of commencement of on-site activities, until the date of the final payment or expiration of any extended period, as set forth in this agreement. These certificates and additional insured endorsements required by Section 2.5 and 2.6 shall provide not less than thirty (30) days prior written notice to the Owner, with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

- A. Certificates of Insurance**, the Project Site must be identified on the Certificate of Insurance in the “Description of Operations/Locations/Vehicles/Special Items” section. The Certificates of Insurance should name **INSERT DISTRICT NAME**, as the Certificate Holder, as specified below:

**Certificate Holder:**

**Insert District Name**

c/o Statewide Educational Wrap Up Program (SEWUP)  
2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501

- B. Additional Insured Endorsements**, the Owner must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, “Name of Person or Organization”, as specified below:

**Name of Person or Organization:**

**Insert District Name**

c/o Statewide Educational Wrap Up Program (SEWUP)  
2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501

**2.7 Contractor Insurance for Personal Property and Equipment**

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

**TO THE GENERAL PROVISIONS**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions**

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

**2.8 Assignment of Return Premiums**

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

**2.9 Waiver of Subrogation and Owner Indemnification**

With respect to their work on the Project Site:

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

**2.10 No Release**

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

**2.11 Owner's Right to Audit**

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

**2.12 Extended Ongoing Operations Coverage – Repair Work**

This coverage provided under general liability (Coverage A) is extended to apply to ongoing “repair work” for “bodily injury and property damage” performed subsequent to the ‘project completion date’ not to extend more than two (2) years after the “project completion date”. For further explanation, please see policy endorsement U –GL-1114-A CW (10.02)

During the period following the Final Acceptance Date and prior to expiration of the warranty period hereunder, all Contractors/Subcontractors will maintain, in full force and effect, all insurance as specified in Section 2.5, covering all Work performed during such period.

**2.13 Change Order Pricing**

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

**2.14 Duties in the Event of a Loss**

**TO THE GENERAL PROVISIONS**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions**

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

The Contractor/Subcontractor shall assist the Owner, its agents, and the Program Administrator, by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the Owner's Insurers in claims and demands that arise out of the Work and that the Insurers are called upon to adjust.

**TO THE GENERAL PROVISIONS**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions**

**2.15 Occupational Safety and Health Compliance**

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

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

In the event of an accident, it shall be the responsibility of the employing and/or responsible contractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this project by the program administrator. This includes notification to the appropriate state authorities, if necessary.

Keenan shall conduct periodic loss control surveys on behalf of the owner. These surveys will focus on evaluating the contractors' efforts to minimize loss, assist in identifying loss exposures, and to recommend appropriate corrective measures. Keenan is a resource to supplement the safety and loss prevention activity of Contractors / Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or Insurance Companies do not in any way relieve the Contractors/Subcontractors of their responsibilities for project safety. .

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