

EXHIBIT A:

OCIP AND OTHER INSURANCE REQUIREMENTS

Unless otherwise indicated in this Exhibit A, capitalized terms used but not defined herein have the meaning ascribed to such terms in the Agreement to which this Exhibit A is attached, including, but not limited to all exhibits thereto. The following provisions replace and supersede Paragraphs 11.1, 11.2 and 11.3 of the General Conditions (A.I.A. document A-201-2007 Edition).

1.0 OWNER CONTROLLED INSURANCE PROGRAM

Owner has elected to implement an Owner Controlled Insurance Program ("OCIP") that will provide commercial general liability and excess liability insurance for all Enrolled Contractors (as defined herein) providing direct labor to the Project. The OCIP is described in this Exhibit A and the OCIP Manual attached hereto and made a part hereof as Schedule 1 (the "OCIP Manual"). All terms and conditions of this Exhibit A and the OCIP Manual will apply during the term of the Agreement and for such period after the term of the Agreement as may otherwise be set forth in this Exhibit A or the OCIP Manual.

While the OCIP is intended to provide broad coverages and high limits for Enrolled Contractors, the OCIP is not intended to meet all the insurance needs of such Enrolled Contractors.

In addition to any insurance provided by the Owner, Enrolled Contractors and all other parties providing work, services or materials for the Project, including, but not limited to, Ineligible Contractors (as defined herein) and Eligible Contractors (as defined herein) not enrolled in the OCIP, will be responsible for providing certain insurance as specified in Section 1.5 of this Exhibit. The OCIP Manual will recommend that Eligible Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained. Additionally the Contractor shall be named as a Named Insured by definition on the General Liability and Excess policies associated with this OCIP for this project.

1.1 Applicability of the OCIP

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor must follow the enrollment procedures shown in the OCIP Manual.

"Eligible Contractor" means Contractor and all Subcontractors of every tier providing direct labor on the Project Site, unless otherwise considered an Ineligible Contractor. Upon OCIP enrollment completion, an Eligible Contractor will become and hereinafter referred to as an "Enrolled Contractor."

"Ineligible Contractor" means all designers, consultants, suppliers that do not perform or subcontract installation, vendors, materials dealers, guard services, non-construction janitorial services, truckers, and any other entity not providing direct labor on the Project Site) including but not limited to:

- Off-site fabricators with no on-site installation
- Others who only transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the project site

- Temporary labor services that would traditionally supply you with temporary labor (where workers' compensation coverage is provided for those employees by the temporary agency). This situation needs to be reviewed on an individual basis.
- Hazardous material / abatement, or asbestos abatement contractors

Any questions regarding any entity's or person's status as "Eligible Contractor" or "Ineligible Contractor" should be referred to the OCIP Administrator (as defined in the OCIP Manual).

The Project Site is on file with the OCIP Insurance Company (as defined the OCIP Manual). The following locations will be considered "off-site" locations: the Eligible Contractors' or any other entity's or person's (whether an Ineligible Contractor, Eligible Contractor not enrolled in the OCIP or otherwise) regularly established workplace, plant, factory, office, shop, warehouse, yard or other property even if such operations are for fabrications of materials to be used at the Project Site or training of apprentices.

Unless otherwise directed by the Owner, Ineligible Contractors not enrolled in the OCIP and Eligible Contractors will nevertheless be required to maintain their own insurance consistent with the coverages and limits set forth in Section 1.5 of this Exhibit , and will nevertheless be required to participate in the Project Safety Program (See Section 1.12). Coverage types and limits are shown in Section 1.5 of this Exhibit as a minimum and must include coverage for on-site activities as applicable. Contractor will cooperate with Owner, or its designated representative, to obtain certificates of insurance from Contractor itself and all Subcontractors and Designers evidencing all insurance required by this Exhibit .

1.2 Contractor Insurance Cost Identification

Each Contractor is required to submit their bid(s) and ***any subsequent change orders*** **WITH** their insurance costs **EXCLUDED** for this Project. The insurance costs to be **EXCLUDED** are: General Liability, Excess / Umbrella Liability, and Pollution Liability insurance. This includes all insurance costs even if the policy premiums are flat rated and not auditable.

All other insurance costs as outlined in Section 1.5 of this Exhibit should remain included in the bid. Owner reserves the right to audit all information for accuracy and to adjust all insurance credits accordingly.

1.3 Contractor and Owner Provided Insurance Coverages

SUMMARY OF OCIP COVERAGES

A. Commercial General Liability Insurance Form Equivalent to Most Current ISO Occurrence Form

Each Occurrence Limit	\$2,000,000
Personal/Advertising Injury Limit (Each Occurrence)	\$2,000,000
General Aggregate Limit	\$4,000,000
Products and Completed Operations Aggregate	\$4,000,000

Ten (10) Years Products & Completed Operations Extension

B. Excess Liability Insurance (over Commercial General Liability)

Per Occurrence	\$100,000,000
General Annual Aggregate	\$100,000,000
Products & Completed Operations Aggregate	\$100,000,000

Ten (10) Years Products & Completed Operations Extension

C. The following additional coverages are provided for the Contractors by Contractor outside of the OCIP:

Contractor's Pollution Liability Insurance

Per Occurrence	\$5,000,000
Aggregate	\$5,000,000

Ten (10) Years Products & Completed Operations Extension

Builder's Risk

All Risks coverage based on replacement cost values
Redacted Policy available upon request

1.4 Owner Controlled Insurance Program

The OCIP is for benefit of the Owner, Contractor and all Enrolled Contractors. OCIP coverage applies only to Work performed under the Agreement at the Project Site.

Certificates of insurance will be furnished for the Commercial General Liability and Excess Liability coverage and the Pollution Liability coverage. These policies are available for review by the Owner, and Contractors upon request to the OCIP 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. Owner and Contractor hereby agree to be bound by the terms of coverage as contained in such insurance policies.

The Contractor, as part of the contract, will provide and maintain in force the types of insurance listed in this Exhibit . Enrolled Contractors agree that, notwithstanding anything set forth in this Exhibit or the OCIP Manual, the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

1.5 OCIP Deductible

The OCIP includes a per occurrence Deductible ("OCIP Deductible") of Twenty Five Thousand Dollars (\$25,000) per occurrence, with no aggregate. The OCIP Deductible includes damages, defense costs and claims adjustment expenses. In the event a claim which is covered by the OCIP Policies incurs a cost which is charged to the OCIP Deductible, Contractor and Enrolled Subcontractors are obligated to contribute toward the OCIP Deductible in the manner set forth herein:

- A. Each Enrolled Subcontractor whose work or operations was related to and/or involved in the loss or claim shall contribute to the OCIP Deductible an amount equal to the greater of either: (1) Five Thousand Dollars (\$5,000); or (2) the per occurrence/per claim deductible or self-insured retention on the commercial general liability policy maintained by the Enrolled Subcontractor at the time its Subcontract was executed.
- B. Contractor shall contribute towards each claim under the OCIP an amount necessary to satisfy the remaining OCIP Deductible amount after contribution from Enrolled Subcontractors as noted above.
- C. Contractor's and Enrolled Subcontractor's obligation to contribute towards the OCIP Deductible shall survive completion of the Work and continue for the applicable statute of repose. Contractor and Enrolled Subcontractors shall pay their allocated share of the OCIP Deductible to the Owner within thirty (30) days of Owner's request.
- D. Should Owner elect to place a Contractor's Pollution Liability Policy ("CPL Policy") on behalf of the Contractor and Enrolled Subcontractors, with limits applicable to this Project, the deductible contributions on the CPL Policy will be in the same manner as the OCIP described herein.

1.6 Owner's Pollution Liability Insurance Wrap Program

In addition to and separate from the OCIP, Owner will also provide pollution liability insurance for Owner, Contractor and all Subcontractors at the Project Site (as defined in the OCIP Manual).

1.7 Builder's Risk and Owner's Property Insurance

The Owner will purchase and maintain "Builder's Risk" insurance with respect to the Project, including coverage for temporary and false work and any equipment and material intended to be incorporated in the Project. Named insureds will be the Owner, Contractor, and Subcontractors of every tier, materialmen and suppliers to the extent of their financial interest in the Project. The policy will be on an "All Risk" basis and written on a repair or replacement cost basis, subject to standard exclusions, property limitations and conditions.

Contractors of every tier involved in a loss which arises from their work, as determined by Owner, shall share in the loss provided, however, no contractor (singular or in total) shall be responsible for more than \$10,000 per occurrence, and no more than \$30,000 for the duration of the project. To the extent losses covered and payable under the Builder's Risk policy arise out of, or are the responsibility of a Contractor of any tier, Owner may seek contribution from Contractor for the deductible amount with no increase in the Contract Sum. It is Contractor's responsibility to familiarize itself with the requirements and responsibilities associated with losses and the assessment of deductibles associated with losses under this program and its subcontract.

Owner, Contractor and all other named and/or additional insureds under the Builder's Risk policy waive all rights against each other for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance.

If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, Contractor and all Subcontractors shall procure and maintain at their own expense property and equipment insurance for portions of Work stored off the site or in transit.

The Builder's Risk insurance policy will not provide coverage for Contractor's or Subcontractors' tools and equipment that may be lost, stolen or damaged. Contractor acknowledges and agrees that it is solely responsible for Contractor's and Subcontractors' tools and equipment and Contractor shall provide and maintain its own property insurance for said tools and equipment. Contractor shall require all Subcontractors to agree to the foregoing with respect to each such Subcontractor's tools and equipment (and the tools and equipment of such Subcontractor's sub-subcontractors) and require that each such Subcontractor maintain its own property insurance for said tools and equipment.

1.7 OCIP Certificates and Policies

Certificates of insurance will be furnished by Owner to Contractor for the commercial general liability and excess liability coverages. These policies are available for review by the Contractor or any Subcontractor upon request to the Owner or the OCIP Administrator. The terms of such policies or programs are incorporated herein by reference. Such policies or programs may be amended from time to time. All Enrolled hereby agree to be bound by the terms of coverage as contained in such insurance policies and/or self-insurance programs.

1.8 Contractor-Provided Insurance Coverages

For any and all Work under the Agreement, and until completion and final acceptance of the Work, the Contractor and each Subcontractor (of any tier) shall, at its own expense, obtain and maintain the following minimum coverages, written on a primary and noncontributory basis (Contractor has the right to increase these minimum coverages per Subcontract):

A. Workers Compensation and Employer's Liability

a. Workers compensation in accordance with statutory law. A waiver of subrogation endorsement is required. Employer's Liability insurance shall be provided in amounts not less than:

- \$1,000,000 bodily injury for each accident;
- \$1,000,000 policy limit for bodily injury by disease
- \$1,000,000 each employee for bodily injury disease.

B. Automobile Liability Insurance:

- a. Commercial Automobile Liability Insurance to cover all vehicles owned by hired by, or used on behalf of the Contractor / Subcontractor / Subsubcontractor with limits no less than \$1,000,000 Combined Single Limit Per Accident
- b. If Contractor or its Subcontractors haul hazardous waste, they must carry automobile liability insurance with \$1,000,000 combined single limit each occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles accompanied by Motor Carrier Endorsement MCS 90 and Pollution Liability – Broadened Covered for Covered Autos CA9948 or its equivalent.

C. Commercial General Liability Insurance:

For Enrolled Contractors, this policy may be written such that it applies only for premises and operations away from the Project Site and approved sites incidental and/or adjacent to the Work of the Enrolled Contractors):

1. Limits of Liability:
 - a. \$1,000,000 Bodily Injury/Property Damage Each Occurrence
 - b. \$2,000,000 Products/Completed Operations Aggregate
 - c. \$2,000,000 General Aggregate
 - d. \$50,000 Fire Damage
 - e. \$5,000 Medical Payments

2. Coverage and Terms shall include the following:
 - a. Occurrence Basis;
 - b. Premises operations;
 - c. Contractual Liability;
 - d. Products/Completed Operations;
 - e. Broad Form Property Damage; and
 - f. Independent Contractors Liability
 - g. Personal injury liability
 - h. Claim involving contractual liability insurance applicable to the Contractor's obligation under this agreement
 - i. Per project general aggregate endorsement.

D. Excess Liability Insurance:

1. Limits of Liability – General Contractor:
 - a. \$5,000,000 Per Occurrence
 - b. \$5,000,000 Aggregate

2. Limits of Liability – Sub Contractor:
 - a. \$2,000,000 Per Occurrence
 - b. \$2,000,000 Aggregate

3. Coverage should apply and follow form over primary coverages shown above. Limits must apply per any one occurrence and general aggregate annually; and Annual Aggregate Products and Completed Operations.

4. Coverages and Terms shall include the following:
 - a. Excess of General Liability
 - b. Excess of Employer's Liability
 - c. Excess of Products / Completed Operations

E. Professional Liability Insurance:

If the Work requires design and/or design-assist services, Contractor shall obtain and maintain (or require its Subcontractors responsible for performing such design and/or design-assist services to obtain and maintain), at its sole cost and expense and at all times during the term of the Agreement, 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 the Agreement, the limits of which shall be not less than Two Million Dollars (\$2,000,000) Per Claim / Aggregate written on a claims-made basis with a deductible or self-insured retention amount not greater than One Hundred Thousand Dollars (\$100,000), including, without limitation, coverage of contractual liability. These limits may be increased at the Contractor's sole discretion or if required in project specifications or manual. Professional Liability insurance is to be maintained during the term of the Agreement and if commercially available, such insurance shall be maintained through the applicable statute of repose.

F. Tools and Equipment Floater Insurance:

Whatever fire and extended coverage such Enrolled Contractor may deem necessary for protection against loss of owned, rented, or borrowed capital equipment and tools, including, but not limited to, any tools owned by mechanics, and any tools, equipment, scaffolding, staging, trailers, cranes, towers and forms owned, rented, or borrowed by it or its Subcontractors. Owner shall have no liability with respect to such equipment and tools. Failure of the Contractor or any Subcontractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Owner or its agents and employees for any losses on owned, rented, or borrowed equipment.

G. Ineligible Contractors:

Ineligible Contractors and Eligible Contractors not enrolled in the OCIP shall also obtain and maintain commercial general liability insurance and contractors' pollution liability insurance, as required by their applicable subcontract and the Contract Documents (including this Exhibit A) to perform and/or provide work, services and/or materials with respect to the Project. In the event of a conflict between the requirements of this Exhibit A and the applicable subcontract or other Contract Documents, the Ineligible Contractor or Eligible Contractor not enrolled in the OCIP, as the case may be, shall comply with the higher (as to limits) and broader (as to coverage) requirements.

1.9 Certificates of Insurance

Certificates of insurance acceptable to the Contractor evidencing required insurance will be filed with the Contractor and development manager within ten (10) days after award of the subcontract to each Subcontractor and prior to commencement of performance of such Subcontractor's portion of the Work. All required insurance for each entity or person providing Work, services or materials for the Project, whether considered an Enrolled Contractor, Ineligible Contractor or Eligible Contractor not enrolled in the OCIP (including Subcontractors of every tier) shall be maintained without interruption from the date of commencement of performance of such entity's portion of the Work until the date of the final payment or expiration of any extended period as set forth in the Agreement.

The Project Site shall be identified on the certificate of insurance. Contractor, development manager, and other parties reasonably requested by Contractor and each of their respective directors, officers, representatives, agents and employees shall be named as additional insureds, ATIMA (As Their Interest May Appear) on the Commercial General Liability Policy and Automobile Policy.

The certificates and the insurance policies required by Section 1.6 of this Exhibit shall contain a provision that coverages afforded under the policies will not be materially modified or allowed to expire until at least thirty (30) days' prior written notice has been given to the Contractor (or ten (10) days' prior written notice in the event of nonpayment of premium), with a copy to the OCIP Administrator.

The provisions of Section 1.6 of this Exhibit A will apply to all policies of insurance required to be maintained by any entity or person providing work, services or materials for the Project, whether considered an Enrolled Contractor, Ineligible Contractor or Eligible Contractor not enrolled in the OCIP (including Subcontractors of every tier) pursuant to the Contract Documents.

1.10 Other Insurance

Any type of insurance or any increase of limits of liability not described in this Exhibit which any Subcontractor (of any tier), the Contractor or Owner requires for their own protection or on account of any statute will be their own responsibility and their own expense.

1.11 Contractor Responsibilities

The Contractor will cooperate with and will require all tiers of Subcontractors to cooperate with the Owner and the OCIP Administrator as regards the administration and operation of the OCIP. Each Subcontractor's responsibilities will include, but not be limited to, the following:

- A.** Compliance with applicable Project Safety Administration (See Section 1.12)
- B.** Provision of necessary contract, operations and insurance information including full certified copies of complete insurance policies required hereunder.
- C.** Cooperation with any Insurance Company or OCIP Administrator as respects requests for claims, or other information required under the program.

1.11.1 Contractor's Responsibility for its Subcontractors

The Contractor will include this document with the bid documentation to all Subcontractors and require Subcontractors of every tier to comply with the terms of this Exhibit A, as applicable. The Contractor shall require all Eligible Contractors of every tier to participate in the OCIP (unless Owner does not enroll a given Eligible Contractor, pursuant to Owner's rights set forth in Section 1.1 of this Exhibit A . The Contractor shall require all Enrolled Contractors (and all Eligible Contractors seeking enrollment in the OCIP) to comply with all rules and procedures as outlined in this Exhibit A and the OCIP Manual. It will be the Contractor's responsibility to submit to the Owner and its designated representative all bid documentation for approval.

1.12 Assignment of Return Premiums

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

1.13 Waiver of Subrogation

All policies of insurance that are secured and maintained by Owner, Contractor and each Enrolled Contractor pursuant to this Exhibit A, including all policies comprising the OCIP, will be endorsed to include waivers of subrogation and rights of recovery in favor of Owner, Contractor and each Enrolled Contractor and their respective insurers and other subcontractors, regardless of tier.

Each Enrolled Contractor and Owner waive rights of recovery with respect to any claims against each other that such Enrolled Contractor or Owner may have or acquire because of deductible clauses in or inadequacy of limits of policies of insurance that are maintained by Owner, Contractor or the Enrolled Contractor, provided Owner, Contractor and such Enrolled Contractor, as the case may be, maintains insurance in the types and amounts required by this Contract with respect to such claims.

To the extent permitted by law, each Enrolled Contractor shall require each of its Subcontractors that are not Enrolled Contractors to waive all claims against Owner, Contractor and others for recovery of damages to the extent these damages are covered or coverable by any insurance maintained or required to be maintained by such Subcontractor. In addition, to the extent permitted by law, each Enrolled Contractor shall require each of its Subcontractors that are not Enrolled Contractors to cause the insurers issuing such Subcontractor's required insurance policies applicable to the Work to be endorsed to waive the rights of recovery and subrogation.

1.14 No Release

The provision of the OCIP by the Owner will in no way be interpreted as relieving the Contractor or any Subcontractor of any other responsibility or liability under the Agreement or any applicable law, statute, regulation or order.

1.15 Approval of Forms and Companies

All insurance described in this Exhibit A will be written by an insurance company or companies satisfactory to the Owner and Contractor and authorized to do business in the state where the Project Site is located and will be in a form and content satisfactory to the Owner and Contractor. Insurers shall have a current A.M. Best rating of not less than A- with a financial size of VIII or better unless specifically agreed in writing by Owner and Contractor. No party subject to the provisions of the Agreement and/or any of the Contract Documents, including but not limited to, this Exhibit A will violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

1.16 Project Safety Administration

All entities and persons providing work, services or materials for the Project, whether considered an Enrolled Contractor, Ineligible Contractor or Eligible Contractor not enrolled in the OCIP (including Subcontractors of every tier) shall comply with applicable safety regulations intended to reduce the possibility of accidents or injury to persons on or about the Project Site. As applicable to the work or services performed or materials provided by each such entity or person, each such entity or person will erect or cause to be erected and maintained, as required by the conditions and progress of the Project, reasonable safeguards for the protection of laborers and the public. Providing safe

working conditions and meeting or exceeding all OSHA requirements are important to Owner. In carrying out this policy it is clear the goal is to be "**Incident Free**" on the Project Site each and every day.

A. Project Safety Manual

The safety requirements of the Project Safety Manual are a supplementary document to the requirements of the Contract Documents and all government rules, codes and regulations, including, but not limited to OSHA requirements. It is understood that the ultimate responsibility for providing a safe place to work rests with each individual Subcontractor (of any tier). Contractor and all Subcontractors are responsible for full compliance with the requirements and standards referenced in the manual.

B. New Employee Orientation

Each new Contractor/Subcontractor employee will be required to attend an orientation program conducted by the project safety manager. This orientation is designed to communicate all project specific safety policies, procedures, and expectations of the safety team in regard to the construction of the Project.

C. Contractor Safety Program Review

Owner may retain a OCIP Site Safety Manager (the "OCIP Site Safety Manager") to proactively monitor the safety performance of Contractor, Subcontractors and Designer. The OCIP Site Safety Manager and/or their representative may conduct periodic reviews of Contractor and Subcontractor safety programs. This will be a formal process, which will be done with or without advanced notice. Upon completing each periodic review of Contractor and Subcontractor safety programs, a list of recommendations may be provided to Contractor. There will be a timeline developed and agreed upon for the purpose of Contractor addressing and implementing the recommendations provided by the OCIP Site Safety Manager.

CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE MUST BE APPROVED BY THE OWNER AND OCIP ADMINISTRATOR. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.

Schedule 1 to Exhibit

OCIP MANUAL

[To be attached.]

MOUNTAIN VIEW OWNER, LLC

Controlled Insurance Program GL and Pollution Manual

Project: 777 W. Middlefield

Project Number: Sevens

**IMPORTANT: When enrolling online insert
project number above as project code!!**

Presented By:
Gallagher Construction Services



Gallagher

Insurance | Risk Management | Consulting

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Section 1: Introduction

Introduction

Mountain View Owner, LLC (OWNER) has arranged insurance for this construction project under a Owner Controlled Insurance Program (OCIP). A OCIP is a single insurance program that insures the project (777 W. Middlefield), Sponsor (Mountain View Owner, LLC), and enrolled contractors and enrolled subcontractors of any tier, along with their eligible employees and other designated parties for work performed at the project site. Certain parties and their employees are excluded from the OCIP as identified in this manual.

This Manual is intended to provide general information as to the insurance afforded and/or required of enrolled parties, claims reporting, safety & loss control requirements, and the procedures to be followed in administering the program. All questions concerning the OCIP requirements should be referred to the OCIP Manager and Administrator as indicated in Section 2, the Project Contact Directory.

The OCIP for this project provides the following coverage for enrolled parties whose employees perform actual on-site labor at the project site. This coverage includes:

- General Liability
- Products/Completed Operations
- Excess Liability
- Contractor's Pollution Liability

OWNER will pay insurance premiums for the OCIP coverages described in this manual. It is recommended that you inform your current broker that you are participating in a OCIP.

Enrolled Parties

Contractor(s) and Subcontractor(s) of any tier who perform operations on the Project site and such other persons or entities as OWNER may designate as enrolled parties, who perform direct labor at the project site or sites incidental to the Work. Temporary labor services and leasing companies are to be included as Subcontractor(s). Subcontractors of any tier must complete all necessary enrollment forms in Gallagher's Online Portal [VUE](#). Acceptance into the OCIP is evidenced by a confirmation of enrollment letter and Proof of Insurance prior to commencing work on the project. Subject to Owner approval, Owner Direct Subs may also be enrolled in the OCIP.

Participation in the OCIP is mandatory for all eligible contractors, all subcontractors and their sub-subcontractors of any tier unless excluded by OWNER or as outlined later in this manual. **However, enrollment is not automatic. Work will not be permitted at the project site until the subcontractor and sub-Subcontractors, regardless of tier, are properly enrolled in the OCIP.** To be properly enrolled in the OCIP, an enrolled contractor must complete the insurance enrollment through Gallagher's online platform [VUE](#) and upload the necessary documents as described in this Project Insurance Manual (Section 6) and authorized by OCIP Administrator.

Failure to enroll prior to starting operations on site will result in a \$500 per day fine from the administrator.

Excluded Parties

Off-site fabricators, vendors, suppliers (who do not perform or subcontract installation), material dealers, blasting, truckers (including trucking to the Project where delivery is the only scope of Work to be performed), asbestos abatement or other hazardous waste removal subcontractor(s) and their respective Subcontractor(s) of any tier, and others whose sole function is to transport, pickup, deliver or carry materials, supplies, tools equipment, parts or other items to or from the project site, or who do not perform any actual on-site labor, any other entity specifically determined by OWNER to be excluded will not be covered by insurance purchased by OWNER through the OCIP.

Coverage applies only to work performed at the project site by the enrolled parties. Enrolled parties must provide their own insurance for off-site activities including but not limited to work at their permanent shops, fabrication or manufacturing of building products, materials or supplies and travel to and from the project.

The provisions herein for the OCIP shall in no way be interpreted as relieving the enrolled parties of any responsibility under their contract. All enrolled parties will be required to carry certain other insurance as outlined later in this manual and may carry, at their own expense, any additional insurance they deem necessary.

This manual:

- Describes the general structure of the OCIP
- Identifies the responsibilities of the various parties involved in the project.
- Provides a basic description of OCIP coverage
- Describes administrative procedures
- Provides a Glossary of Commonly Used Words
- May be updated as deemed necessary by Sponsor (OWNER)

This manual does not:

- Provide coverage interpretations
- Provide complete information about coverage
- Provide answers to specific claim questions

Section 2: Project Contact Directory

OCIP Administration

Gallagher	
OCIP Client Service Executive	Ted Way Cell Phone # (650) 380-4733 Email: Ted_Way@AJG.com
OCIP Client Service Manager (Administrator)	Temicular Brown (725) 735.3754 Email: Temicular_Brown@ajg.com
OCIP Client Service Manager	Brian Watts (408) 878.3840 Email: Brian_Watts@ajg.com
Claims Advocacy	Kathie Weldy (415) 536.4047 Email: Kathie_Weldy@ajg.com

OCIP Sponsor

OWNER CONSTRUCTION SERVICES, INC.	
CORPORATE ADDRESS Mountain View Owner, LLC 4340 Stevens Creek Blvd. Ste 220 San Jose, CA 95129	PROJECT ADDRESS 777 W. Middlefield. Mountain View, CA 94043

Project Management

Project Management Team	
Project Manager	Greg Blade, gregb@palisadebuilders.com , 510.684.0557
Project Safety Director	Dean Guerrero, deang@palisadebuilders.com , 510.648.8094
Project Contract Administrator	Allison Quiring, aquiring@palisadebuilders.com , 415.527.6362

Section 3: Insurance Provided by OWNER – OCIP Coverages

This section provides a brief description of OCIP Coverages. You should refer to the actual policies for details concerning coverage, exclusions and limitations.

Participation in this OCIP is mandatory but not automatic. The OCIP will provide the enrolled party with insurance described in this section. This insurance will terminate at Final Completion, except for extended completed operations and repair work detailed below or once the Subcontractor has completed their onsite obligations, whichever comes first, except for extended completed operation coverage.

Commercial General Liability Insurance

(Excluding Automobile and Professional Liability) in form providing coverage not less than a Commercial General Liability insurance policy, including hazards of explosion, collapse, underground, independent subcontractor(s), employees as additional insureds, completed operations for 10 years after the Project has been accepted by the project Owner as complete, contractual liability coverage and personal injury liability coverage for claims arising out of the Work for personal injury, bodily injury and property damage in policy. The following are the applicable limits of General Liability under the OCIP.

- \$2,000,000 per occurrence
- \$2,000,000 personal and advertising injury aggregate
- \$4,000,000 general aggregate
- \$4,000,000 completed operations aggregate

Ongoing Operations coverage for onsite punch list, warranty, and repair work through statue of repose

The general aggregate will reinstate once during the course of construction.

Products completed operations aggregate limit will reinstate annually during the course of construction. The last policy period's limit will apply to the completed operations tail coverage.

Excess Liability Insurance

Following Form in limits of:

- \$100,000,000 per occurrence
- \$100,000,000 policy aggregate

Ongoing Operations coverage for onsite punch list, warranty, and repair work through statue of repose

Insurance limits of \$100,000,000 each occurrence and \$100,000,000 policy aggregate; all limits reinstate once, after the first year of the project. The last policy period's limit will apply to the completed operation tail coverage.

Contractor's Pollution Liability Insurance

With limits of:

- \$5,000,000 per occurrence
- \$5,000,000 policy aggregate
- \$1,000,000 Additional Defense Limit

Ten (10) years Completed Operations coverage, from project substantial completion.



Defense Costs: Defense costs are in addition to the limits of liability for the General Liability, and within the limits for the Pollution policy.

Subcontractor Cost Sharing (Deductibles):

These General Liability and Pollution Liability cost shares will be assessed if in OWNER's opinion the accident arose in whole, or in part, from the operations of the subcontractor. The cost share will be assessed based on the total sum of contract at the time of loss and charged back in the first month in which the total incurred loss on the carrier's loss runs is equal to or exceeds the cost share amount. Contractor shall have sole responsibility to Owner for deductibles, capped at a maximum of \$25,000 per Occurrence. Contractor has sole discretion to determine liability or fault of subcontractor for this deduction and subcontractor waives any right to challenge any determination, absent demonstrated bad faith by Contractor.

- A. Each Enrolled Subcontractor whose work or operations was related to and/or involved in the loss or claim shall contribute to the OCIP Deductible an amount equal to the greater of either: (1) Five Thousand Dollars (\$5,000); or (2) the per occurrence/per claim deductible or self-insured retention on the commercial general liability policy maintained by the Enrolled Subcontractor at the time its Subcontract was executed, not to exceed Twenty Five Thousand Dollars (\$25,000).
- B. Contractor shall contribute towards each claim under the OCIP an amount necessary to satisfy the remaining OCIP Deductible amount after contribution from Enrolled Subcontractors as noted above.
- C. Contractor's and Enrolled Subcontractor's obligation to contribute towards the OCIP Deductible shall survive completion of the Work and continue for the applicable statute of repose. Contractor and Enrolled Subcontractors shall pay their allocated share of the OCIP Deductible to the Owner within thirty (30) days of Owner's request.
- D. Should Owner elect to place a Contractor's Pollution Liability Policy ("CPL Policy") on behalf of the Contractor and Enrolled Subcontractors, with limits applicable to this Project, the deductible contributions on the CPL Policy will be in the same manner as the OCIP described herein.

Primary and Non-Contributing: OWNER is sponsoring (under a OCIP) general liability and excess liability. This coverage will be primary and non-contributing to any other insurance for enrolled parties as described elsewhere in Exhibit A. OWNER is also sponsoring pollution liability coverage which will be primary coverage for both enrolled and non-enrolled parties. For non-enrolled parties their own insurance, as required elsewhere in Exhibit A, shall serve as primary coverage.

Assignment: In consideration of OWNER purchasing OCIP insurance as stated above, the enrolled parties will assign to OWNER all return premiums, premium refunds, dividends and other monies due or to become due in connection with the insurance which OWNER provides under the OCIP, all of which will inure to the benefit of the OCIP. The enrolled parties will execute such further documentation as may be required by OWNER to affect this assignment.

Waiver Of Subrogation Rights: Except for the amount of the deductibles as stated elsewhere in this contract, the enrolled parties each on their own behalf and on behalf of anyone claiming by, through or under them, whether by way of subrogation or otherwise, hereby waive any and all subrogation rights which they may now or hereafter have against each other and the parent, related and affiliated companies, the successors and assigns of each other, in connection with the performance of the Work to the extent such subrogation rights are not the result of any intentional wrongful act or omission of the party causing such loss and are covered losses under the insurance provided hereunder.

If OWNER Elects Not to Continue the OCIP

If OWNER, for any reason, is unable to furnish coverage, elects to discontinue the OCIP, modifies the limits of liability provided in the OCIP, or requests that an enrolled party withdraw from the OCIP, then, upon thirty (30) days written notice from OWNER, the enrolled party specified by OWNER in such notice, will obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by OWNER) of the insurance required to be provided by excluded parties and as otherwise required under the contract documents, and OWNER will thereafter no longer be obligated to furnish all or a part of such insurance through the OCIP. The form, content, limits of liability and cost of such insurance and the insurer issuing such insurance secured by the enrolled party pursuant to the provisions of this section will be subject to OWNER's approval, which approval will not be unreasonably delayed or withheld.



Section 4: Subcontractors Responsibilities

Throughout the course of the Project, Contractors will be responsible for reporting and maintenance of certain records as outlined in this section.

The Subcontractor is required to cooperate with OWNER and its OCIP Program Management team in all aspects of OCIP operation and administration. Responsibilities of the subcontractor include:

- Enrolling in the OCIP
- Including OCIP provisions in all subcontracts as appropriate
- Providing timely evidence of insurance to the OCIP Project Administrator
- Notifying the OCIP Project Administrator of all sub-tier subcontracts awarded
- Cooperating with the OCIP Project Administrator's requests for information
- Complying with insurance, claim, and safety procedures
- Notifying the OCIP Program Administrator immediately of any insurance cancellation or non-renewal (Subcontractor-required insurance)

Subcontractor Bids - Insurance

Subcontractors are to remove (exclude) from their bids and change orders their normal premium cost (and related overhead & profit) for General Liability, Umbrella / Excess Liability, and Pollution Liability coverages. Failure of enrolled parties to enforce the enrollment of all Subcontractor(s) of any tier does not relieve the enrolled parties of the financial responsibility for their insurance deductions.

Failure of any subcontractor to totally remove its insurance costs may result in its bid being uncompetitive and rejected

Enrollment

Every OCIP participant must complete the online enrollment process via [Gallagher's Online Portal \(VUE\)](#). Please contact your Gallagher OCIP Program Administrator if you have any questions regarding the completion of the enrollment process, as he or she can walk you through it:

#	Action Item	Responsibility
1	Distribute OCIP Manual to prospective bidders or subcontractors.	Contractor
2	Send OCIP Manual to your Insurance Agent/Broker to assist with the enrolment process.	Contractor & Subcontractor
3	Distribute OCIP Manual to prospective lower tier bidders/subcontractors.	Subcontractor
4	Ensure all lower tier subcontractors complete the OCIP Online Enrollment through the Arthur J. Gallagher Contractor Portal prior to any on-site work.	Contractors & Subcontractor and Lower Tier Subcontractor
5	For off-site General Liability, Automobile & onsite & offsite Workers' Compensation requirements - send Insurance Certificate Endorsement to Contractor in accordance with its Subcontract Agreement.	Contractors & Subcontractor and Lower Tier Subcontractor
6	Track issuance of subcontractor off-site certificates.	Contractor & Subcontractor
7	Confirm data on Enrollment and issue Certificates of Insurance to all enrolled subcontractors. Policy will be available upon request.	Gallagher
8	Advise your Insurance Agent/Broker of insurance coverages provided by OCIP so that appropriate notice can be made to your current insurers.	Subcontractor and Lower-tier subcontractor
9	Complete "Notice of Work Completion" Form online when all work is completed.	Subcontractor and Lower-tier subcontractor

In addition to the enrollment application, the enrolled parties shall provide Contractor with a Certificate of Insurance evidencing coverage outlined in Section 5. A sample certificate of insurance has been included in Section 6 – VUE Online Portal Instructions.

After Contractor or Subcontractor has properly completed and uploaded the online Enrollment Package, the OCIP Administrator will provide a Certificate of Insurance evidencing OCIP coverages naming the enrolled party as an insured.

NOTE: Enrollment into the OCIP is required, but not automatic. Eligible contractors MUST complete the online enrollment for OCIP coverage to apply. Access to the Project Site will not be permitted until enrollment and ICW is complete. Parties performing labor at the Project site are required to enroll in the ROCIP unless they are an excluded party. All questions regarding this procedure should be directed to the ROCIP Project Manager at Gallagher as outlined in the Project Contact Directory.

Assignment of Return Premiums

The cost of the OCIP insurance coverages will be paid by OWNER. OWNER will be the sole recipient of any return OCIP premiums or dividends. All enrolled parties shall assign to OWNER all adjustments, refunds, premium discounts, dividends, credits or any other monies due from the OCIP insurers. OWNER shall assure that each enrolled Subcontractor shall execute such an assignment.

Subcontract Award

Each enrolled Contractor and Subcontractor is responsible for notifying the OCIP Program Administrator of a Sub-tier subcontract award and directs the Sub-subcontractor to enroll via the Gallagher online platform VUE.

Contractor and Sub-subcontractors of any tier are NOT covered under the OCIP until necessary enrollment information is properly completed and uploaded to VUE Contractor portal and have been authorized by OCIP Program Manager to begin work.



Cooperation

The enrolled parties will:

1. Furnish to OWNER, the OCIP Program Administrator or the OCIP insurer(s) all information and documentation which the OCIP may require in connection with the issuance of any policies, in such form and substance as OWNER or its designee may require.
2. Promptly comply with the requirements, obligations and recommendations of OWNER, its OCIP Program Administration or OCIP insurer(s) so that the OCIP may be properly administered and so that the insurance companies will continue to provide the coverage as specified in this the document under the OCIP. If the enrolled parties should fail to comply with any requirement, obligation or recommendation, OWNER may withhold any payments due the enrolled parties until such time as they will have performed the requirements, obligations and recommendations as required by this contract.
3. The enrolled parties will provide OWNER, its OCIP Program Administrator or OCIP insurer(s) with all information necessary for the issuance of said policies and will maintain and make available to the insurance records and such other records relating to the Work as may be necessary for the proper computation of the insurance premiums.
4. The enrolled parties will cooperate with OWNER with regard to administration and operation of the OCIP. The enrolled parties' responsibilities will include but are not limited to: operations and insurance information; inclusion of OCIP provisions in all subcontracts; notification to OWNER' representative of all subcontracts awarded; maintenance and provision of records as necessary for premium computation; compliance with applicable loss control (safety), and claims reporting procedures; maintenance of an OSHA Log to be provided as required by OWNER.

Any fines assessed for claims which are reported late are the responsibility of the Subcontractor and/or Sub-subcontractor of any tier.

Notice of Work Completion – Close-out of Each Contract

OWNER will close out each contract as the enrolled parties complete their work or at substantial completion. No retainage will be released until the closeout has been completed.

Any contractor or subcontract returning to the project site for any reason after your work is complete or after substantial completion will do so under your own insurance program and you must provide the OWNER with a Certificate of Insurance outlining your coverages.

The enrolled parties must complete the "Close Out" section on the Arthur J. Gallagher Online Portal (see Section 6 – Forms) for each contract that has been completed on the Project site.

The OCIP insurer may audit the enrolled parties at time of close-out.

Claims Reporting

Each enrolled party shall follow the claims procedures as established by OWNER or it's OCIP Administration team. The enrolled parties agree to assist and cooperate in every manner possible in connection with the adjustment of all claims and demands in which OWNER's insurer(s) is called on to adjust or defend. Refer to Section 7 – Claims Reporting of this Manual.

Safety Procedures

Each Contractor and Subcontractor is required to establish a written safety program that will comply with the Contractor "Project Safety Plan".



Section 5: Subcontractor Insurance Requirements

Subcontractors and sub-subcontractors are required to maintain coverage to protect against losses that occur away from the Site or that are otherwise not covered under the OCIP.

Insurance Required of Enrolled Contractor

The OCIP provides coverage for Work at the Project site only as described in the OCIP policy.

Insurance Required of Enrolled and Excluded Subcontractors

Please note that the coverages provided by the OCIP are designated to cover you only while you are actively engaged in construction activities of this project site. Therefore it is imperative that you maintain your own insurance coverage for any **exposure** beyond that provided by the OCIP.

For Enrolled Parties, insurance must be provided for Off Site activities (except for Auto Liability and Workers Compensation which is required for on and offsite) and for Excluded Parties, all insurance outlined is required for both On and Off Site activities. All liability policies are required to be carried through Statute of Repose.

The Subcontractor of any tier shall require its respective vendors, suppliers, off-site fabricators, material dealers, truckers, concrete trucks, drivers and others, who merely transport, pick-up, deliver or carry materials, personnel, parts or equipment to or from the project site to maintain insurance in the form and with the limits as specified in the Subcontract Insurance Requirements.

The enrolled parties will provide and maintain the types of insurance described below in a company or companies legally authorized to transact insurance business in the state of California. All insurers must be rated at least A- VII in the current A.M. Best ratings or must be otherwise acceptable to OWNER. The enrolled parties will maintain the specified insurance coverage until all obligations under this contract are satisfied.

The limits of liability shown for the insurance required of the enrolled and excluded parties are minimum limits only and are not intended to restrict the liability imposed on the enrolled parties for Work performed under their Contract.

Workers' Compensation and Employer's Liability:

Subcontract parties (enrolled and excluded) will maintain Statutory Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over its employees while engaged in the performance of the Work ON AND OFF THE PROJECT SITE. This insurance will also cover any enrolled parties' employees coming on the Project site after the Project has been accepted by OWNER as complete. If any enrolled parties' come back to the project site (for repair), Workers' Compensation Coverage is required. Employers Liability coverage shall be required in addition to statutory Workers Compensation coverage.

Workers' Compensation coverage will comply with the statutory limits of the State of California and Employers Liability insurance will provide limits as follows:

- \$1,000,000 bodily injury by accident for each person
- \$1,000,000 bodily injury by disease for each person
- \$1,000,000 bodily injury by disease—policy limit

Commercial General Liability: Insurance for owned or rented premises and operations. The required limits vary depending on the type of work performed by the subcontractor. However, required limits are not less than:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising
- \$2,000,000 General Aggregate (applied per project)
- \$1,000,000 Products & Completed Operations Aggregate

Commercial General Liability Insurance on a broad form, occurrence coverage basis against claims for (offsite for those enrolled in CIP) activities for bodily injury, death, and property damage (including loss of use), products completed operations, personal injury, and advertising injury, including coverage for Blanket Contractual Liability, XCU, and Broad Form Property Damage or its equivalent. No exclusions for multifamily apartments or student housing are acceptable. Such coverage shall protect and name as additional insureds OWNER; and their respective directors, officers, employees, and lender where required by contract, against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which arise from the performance of the Work by or on behalf of Contractor or subcontractor (of any tier) and their agents, representatives, employees or subcontractors.

Excess Liability Insurance - Following Form in limits of:

- General Contractor:
 - \$5,000,000 Each Occurrence
 - \$5,000,000 Policy Aggregate
- Sub-Contractors
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Policy Aggregate

Commercial Automobile Liability (Required for Enrolled and Excluded Subcontractors): Commercial Auto Liability insurance in combination of primary and excess (with no exclusion for terrorism), for all owned, non-owned and hired vehicles with a combined single limit, \$1,000,000 for bodily injury and property damage to the extent that such vehicles are used to transport employees or other workers and materials to and from Project site. This insurance coverage must include all automotive and truck equipment used in the performance of the Work, both on and off the Project Site, including the loading, unloading and maintenance of such vehicles. The commercial automobile policy shall be further endorsed to include: (i) Sponsor as additional insured on a primary and non-contributing basis; (ii) a waiver of subrogation in favor of Sponsor; and (iii) coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self- insurance available to the additional insureds.

If hazardous materials or waste are to be transported, the Commercial Automobile Liability insurance will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements and the CA9948 - Broadened Pollution Liability Endorsement OR a separate Pollution Liability policy to cover the transportation, loading/unloading, upset & overturn, if endorsement is not available on the auto policy.

Total General Liability and Automobile Liability limit requirement may be met by primary coverage or combination of primary and umbrella/excess. Any applicable retention will be the responsibility of the Subcontractor as respects to off-site activities.

Pollution Liability (Required for excluded subcontractors):

Insurance with limits not less than \$1,000,000 or as determined by OWNER and must include mold and other microbial growth coverage.

Subcontractor's Equipment: Tools, Equipment and Materials belonging to Contractor and subcontractors of any tier or used on behalf of Contractor or subcontractors for performance of the Work which are not intended

to become permanent part of the completed Work; whether any of the foregoing are owned, leased, rented, borrowed or used shall be brought to and kept at the Project Site at the sole cost, risk, and expense of subcontractor. OWNER shall not be liable for loss or damage thereto and responsibility for obtaining insurance coverage for the physical loss or damage to any of the foregoing shall remain the responsibility of subcontractor of any tier.

Professional Liability (if applicable): If Subcontractor is required to provide signed and sealed engineering drawings as part of its Scope of Work. Minimum limit of liability are as follows:

\$1,000,000 per wrongful act, error, or omission, and a minimum annual aggregate limit of \$2,000,000.

Any applicable deductible will be the responsibility of the Contractor's architects and/or its sub-consultant(s) of any tier.

Any applicable deductible will be the responsibility of the Subcontractor and/or its Sub-subcontractor(s) of any tier.

Additional Insurance Policy Requirements:

Insurance provided by Contractor and subcontractor of any tier as set forth herein shall contain the following provisions:

Additional Insureds: To the fullest extent permitted by applicable law and to the extent of insurable indemnity obligations assumed in this agreement: **OWNER** and their respective successors, assigns, parents, subsidiaries, and related and affiliated entities, and their respective officers, directors, members, employees, agents, representatives, and **Lender** shall be named as additional insureds on the above-referenced Commercial General Liability and Automobile Liability policies as respects claims or liabilities which result from the negligence, intentional acts or omissions arising from or related to the work operations and completed operations of Contractor and subcontractors of any tier, and those of the employees, and others acting, directly or indirectly, on behalf or at the direction of Contractor. The additional insured endorsements shall be at least as broad as the Insurance Services Offices forms CG 20 10 and CG 20 37, 2013 forms, and carried through statute or repose.

Primary and Non-Contributing: The General Liability insurance required in this subcontract shall be primary/non-contributory insurance for offsite risks. The OCIP described above, which includes General Liability, Excess Liability, and Pollution Liability, shall be primary and non-contributory for on-site activities. Coverage shall not be subject to invalidation by virtue of any act or omission of another insured, its officers, employees, agents, or others representatives.

Severability of Interest – Except with respect to the limits of insurance, insurance required hereunder to be provided by Contractor or subcontractors of any tier under this section shall apply separately to each insured or additional insured.

Notice of Cancellation – Contractor and subcontractors of any tier shall provide thirty (30) days' written notice to all of the entities and persons required above to be named as additional insureds by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance. Notice of cancellation from the insurer shall be provided in accordance with policy provisions.

Waiver of Subrogation – Contractor agrees, and will require its subcontractors of any tier to agree, to waive subrogation in their required insurance policies in favor of all entities and persons required above to be named as additional insured for all cost or expenses losses, damages, claims, suits or to rear or personal property, such vehicles, equipment, and tools owned, leased, or used by, demands however, caused by; and

subcontractors or their sub-contractors or employees, agents or either of them: and to the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by Contractor or subcontractors of any tier. This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims (unless prohibited under applicable statutes), and all third party liability claims. This waiver shall apply to all deductibles, retentions or self-insured layers applicable to the required, or any other insurance (except professional liability to which this requirement does not apply), maintained by Contractor or subcontractors of any tier. Contractor and subcontractors of any tier agree to endorse the required insurance policies to permit waivers of subrogation in favor of all entities and persons required above to be named as additional insureds.

Certificates of Insurance: Contractor and subcontractors of every tier (enrolled and excluded) shall provide certificates of insurance to **OWNER**, as evidence that the policies specified herein providing the required coverage, conditions, and limits are in full force and effect. Certificates of insurance will be labeled and addressed as follows:

Mountain View Owner, LLC
4340 Stevens Creek Blvd. Ste 220
San Jose, CA 95129

Certificates of Insurance evidencing compliance with the insurance requirements should be sent to:

Palisade Builders, Inc.
c/o Allison Quiring
aquiring@palisadebuilders.com
415.527.6362

Notice of Cancellation: All insurance policies and certificates of insurance will include a requirement providing for thirty (30) days prior written notice to OWNER of any cancellation or reduction of coverage. If any such notice is given, OWNER will have the right to require that a substitute policy be obtained prior to cancellation with appropriate evidence thereof at the discretion of OWNER. The enrolled parties and excluded parties will immediately notify OWNER and will cease operations on the occurrence of any such cancellation or reduction and will not resume operations until the required insurance is in force and new certificates of insurance have been filed with OWNER and Contractor.

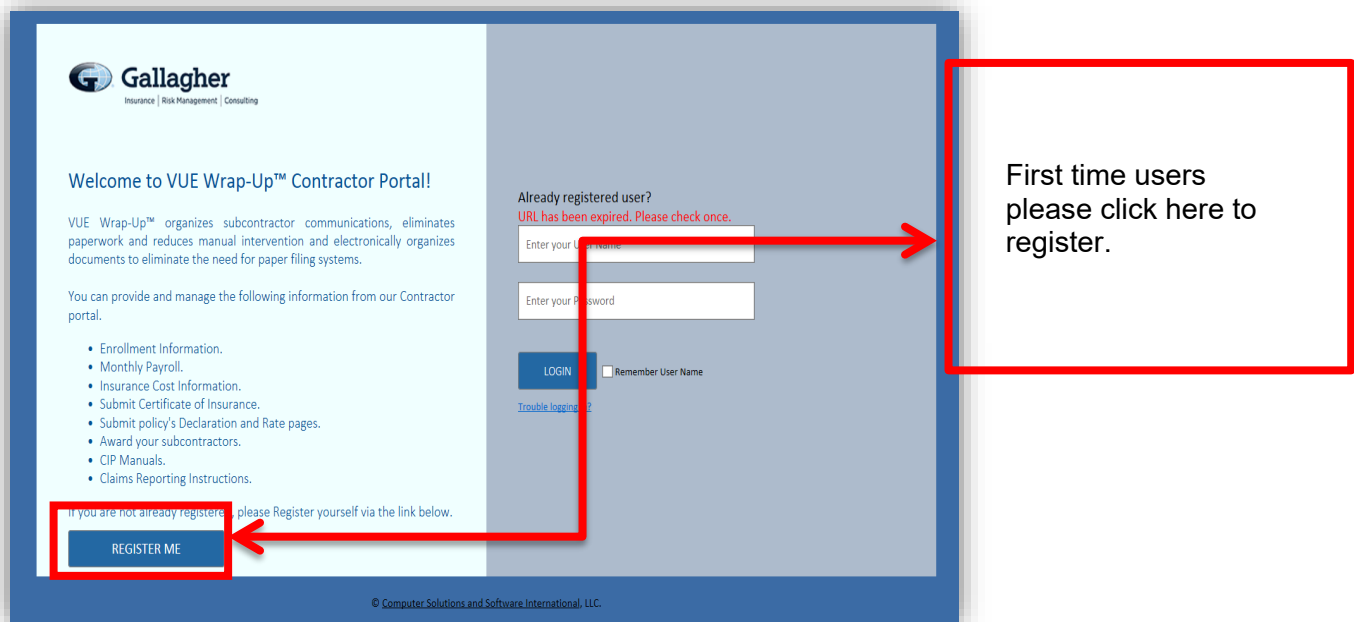
OWNER' STANDARD INSURANCE REQUIREMENTS AS OUTLINED IN THIS OCIP MANUAL, herein outline in detail the required coverages for all enrolled and exclude subcontractors. It is important to review that document and supply the required Certificate of Insurance prior to the start of work. Please note that progress payments may be withheld if required insurance is not on file. If you have questions regarding any of the required insurance, feel free to contact the project team as outlined on page 3.

Section 6: AJG/VUE Online Portal Instructions

This section contains the online portal instructions for enrollment, the reporting of monthly payroll, Notice of Completion (Close Out) and other administration of the OCIP. For assistance, please contact the OCIP Administrator identified in the Project Contact Directory.

Online Enrollment Instructions - AJG/VUE Online Portal

To start please open your internet browser and go to the AJG Wrap-up Management Portal URL (<https://ajg.vuewrapup.com/contractorportal>). This will open the portal login screen.



Step 1: Registering and Logging In

Click the **Register Me** link at the bottom right hand corner of the login box. **If you are already registered, proceed to Step C.**

- A. Fill in the form with your first name, last name, email ID (email address) and enter the user ID you would like to use. Your user ID can be any name or phrase you will easily remember, such as your first initial and last name (preferred), your company name, or your email address. Password must contain letters, numbers and symbols.
 - a. All fields in yellow are required.
 - b. FEIN (your company's Federal Tax Identification Number) field is optional, but recommended as it will link your account to any existing contracts linked to your company

Gallagher
Insurance | Risk Management | Consulting

Register in VUE Wrap-Up Contractor Portal!

VUE Wrap-Up™ organizes subcontractor communications, eliminates paperwork and reduces manual intervention and electronically organizes documents to eliminate the need for paper filing systems.

You can provide and manage the following information from our Contractor portal.

- Enrollment Information.
- Monthly Payroll.
- Insurance Cost Information.
- Submit Certificate of Insurance.
- Submit policy's Declaration and Rate pages.
- Award your subcontractors.
- CIP Manuals.
- Claims Reporting Instructions.

New User Registration

First Name

Last Name

FEIN

Email ID

User Name

Password

Confirm Password

I agree to the [Terms and Conditions](#) and [Privacy Policy](#).

CANCEL SUBMIT

- B. When your registration has been completed successfully, you will see the message **“User ID and Password are created”**. Please [click here to login to “Contractor Portal”](#). Click the link to be redirected to the login page where you can login to the portal to complete your enrollment. You will also receive an email with your User ID and Password for your records.
- C. Use your provided or created User ID and Password to login. If any error messages appear, contact your AJG Wrap-up Administrator.

Step 2: Completing an Enrollment

- A. If your incomplete enrollment already has a contract in the system, you may be required to fill in the missing details. Your contract can be selected by clicking on the contract number hyperlink in the Contract # column.

Welcome: Tali Kirkwood [Sample Contractor]
Last Login Time: 07/05/18 07:33 PM EST

Home | Password | Add User | Logout

Hello, you are logged into the Contractor Portal.

For new and returning users who need to create a new enrollment record, please add [NEW ENROLLMENT](#).

Payroll | Documents | View Subcontract | Insurance Cost Worksheet | Close Out

Contract Listing							
	Contract #	Project	Contractor	Start Date	End Date	Contract Status	Contract Value
<input type="checkbox"/>	14999999-016	Test Project	Sample Contractor	07/05/2018		New	\$25,000.00
<input type="checkbox"/>	14999999-016	Test Project	Sample Contractor	07/04/2018	12/31/2018	Incomplete	\$25,000.00
<input type="checkbox"/>	CTP-00	CSSI Test Project	CSSI Test Contractor	07/01/2018	12/31/2020	Enrolled	\$25,000.00

1 - 3 of 3 items | 50 items per page

- B. If you do not see a contract for the specific project you are enrolling in, click the “New Enrollment” button.

Hello, you are logged into the Contractor Portal.

For new and returning users who need to create a new enrollment record, please click [NEW ENROLLMENT](#).

[Payroll](#) | [Documents](#) | [View Subcontract](#) | [Insurance Cost Worksheet](#) | [Close Out](#)

Contract Listing							
	Contract #	Project	Contractor	Start Date	End Date	Contract Status	Contract Value
<input type="checkbox"/>	14999999-006	Test Project	Sample Contractor	07/05/2018		New	\$25,000.00
<input type="checkbox"/>	14999999-016	Test Project	Sample Contractor	07/04/2018	12/31/2018	Incomplete	\$25,000.00
<input type="checkbox"/>	CTP-00	CSSI Test Project	CSSI Test Contractor	07/01/2018	12/31/2020	Enrolled	\$25,000.00

- C. When the user clicks on the [New Enrollment](#) link, a pop up screen will open as shown below. Users should provide the Project Code as listed in their Wrap Up manual or provided by their Wrap Up Administrator.

Project code verification

Please provide the valid project code in order to begin new enrollment

Step 3: Enrolling

- A. The Enrollment Screen includes the following sections, each of which can be expanded or collapsed for ease of review:
 - a. Provide Company Information
 - b. Provide Contract Information
 - c. Provide Contact Information
 - d. Provide Address Information
 - e. Provide Estimated Payroll for work performed on the Contract
 - f. Provide Additional Information
 - g. Approval and Signature

Application For Enrollment

In order for your company to be considered enrolled and covered under the Wrap Up Insurance, you must complete the details below. Any missing information may result in your contract being incomplete and could delay insurance coverage. You will receive notices for any missing details required to complete and process your application. If you do not qualify for Wrap Up coverage, we will notify you. If your company qualifies for coverage and once all enrollment details have been provided, you will receive a copy of your Welcome Letter and Certificate of Insurance evidencing coverage in the Wrap Up.

Expand All Collapse All

- Provide Company Information
- Provide Contract Information
- Provide Contact Information
- Provide Address Information
- Provide Estimated Payroll for work performed on this Contract
- Provide Additional Information

As noted in the CCIP Manual, Swinerton will purchase General Liability and Excess Coverages for the benefit of participating subcontractors. In exchange for this benefit, the undersigned agrees as follows:

This submitted information accurately reflects the total projected insurance costs (for bidder and all subcontractors noted on this form) that would apply if my regular insurance program were to provide coverage for this work. I agree that Swinerton will apply the above insurance deducts, based on subcontractor's normal cost of insurance. This deduct will be taken from a submitted pay application. Subcontractors enrolled in the PLP program will be responsible for an insurance deductible obligation which will range from \$1,000-\$25,000 per occurrence for General Liability, if determined the subcontractor is liable for the associated claim. For losses falling within the Products/Completed Operations period, the

I agree that the statements in this application are true and accurate to the best of my knowledge.

Signature (print your name)* Enrollment Date: 07/05/2018

PRINT SUBMIT SAVE FOR LATER

- B. Fill in each section with your information to the best of your ability. Every section is required to be completed.
 - a. For a new enrollment, all fields should be filled in.

Please select an existing address record or add a new address by completing the fields below. If you wish to provide more than one address you can do so by clicking on the 'Add' button. Note: You must select one address record as "Primary".

Select Existing Address



- b. If your company has previously enrolled in a contract on our portal, you will have an option to select previous information in some fields. If a contract has been added to your portal by an AJG Wrap-up Administrator, you may not be able to edit some fields. Move on from those and fill in all the other fields as completely as possible.
- c. If you notice a mistake in a non-editable field, contact your AJG Wrap-up Administrator.
- d. If you are not sure what a field is requesting, hovering over the field title will show captioned explanations.

- C. In the Contact section you must enter at least one contact and it must be marked as primary. You may also add additional contacts i.e. Payroll Contact or Worker's Comp Claim Con

Provide Contact Information

Contact Type* Select Primary

First Name* Last Name

Email* Mobile




Phone




Contact Type* Select Primary

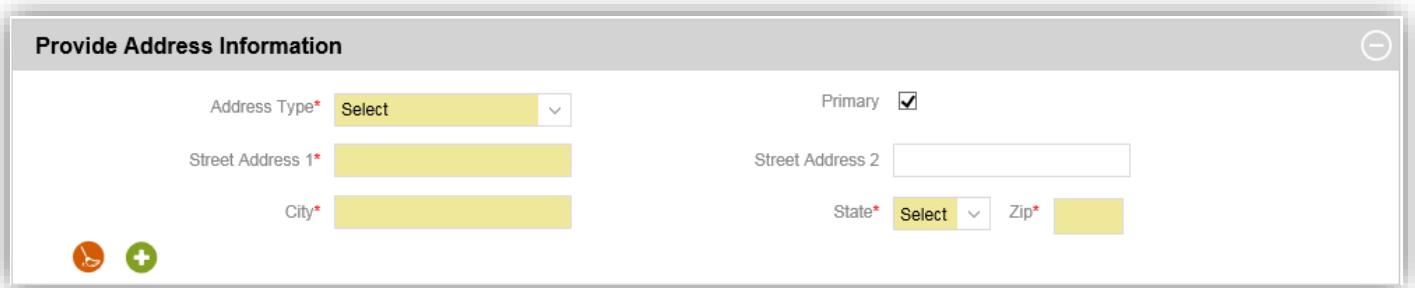
First Name* Last Name


Email* Mobile


Phone

- You must provide a value for your corresponding preferred mode of contact. For example, if you select email as your preferred method of contact, you must provide an email address.
- If the enrolling contractor has existing contacts available in our system, they can make a selection from the existing records by selecting contact information from the dropdown available on top of each contact box. Once selected, the contact details will be populated in the respective fields.
- User can manually enter the new contact by performing these steps: Select contact type, from dropdown menu; enter *First Name*, *Last Name*, *Email*, *Phone*, and *Mobile*. By default, the Primary checkbox will be marked for the first contact added. Please note, that the email is mandatory.
- To add an additional contact, click the ADD  button
- Once a second Contact is added the CLEAR  and DELETE  button will be available for existing Contact block, allowing the user to clear the details and re-enter or delete the record if needed.

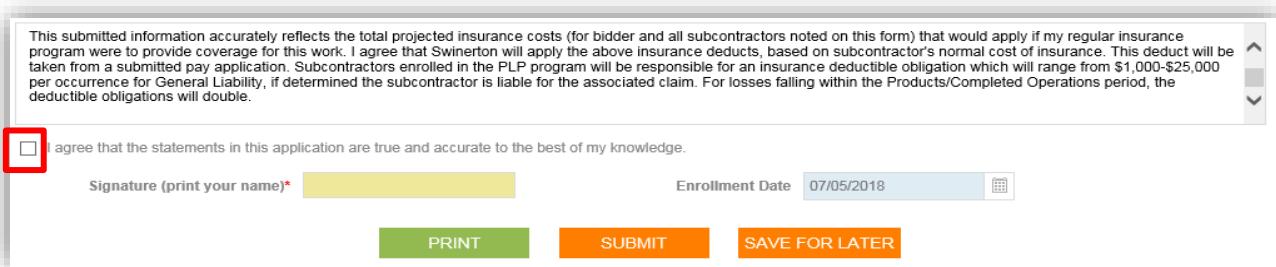
- A. In the Address section, enter a primary address by filling in all fields and checking the checkbox “Primary”. You must enter at least one address, and if there is only one it must be marked as primary.
- To add a secondary address, click the ADD  button in the lower left hand corner of the section containing that address.
 - Once another address is added, the CLEAR  and DELETE  button will be displayed for the existing Address block, allowing the user to clear the details and re-enter or delete the record if needed
 - Note: You cannot delete an address that has already been approved by the AJG Wrap-up Administrator. If there is an error in the address approved or entered by the AJG Wrap-up Administrator, please contact them directly.



- B. In the Estimated Payroll section, you must enter your best estimate of payroll for entirety of the project.
- You must submit estimated payroll for all General Liability Class Codes you will be working under on the project. To add estimated payroll for additional codes, please press the Add  button on the lower right hand corner of the section.



- C. Before you submit your enrollment information, you must check the confirmation checkbox. (Note: The text in your portal may differ from what is shown in the screenshot.) Once you have verified that all information entered is correct, please check the checkbox, and type your name in the Signature box.



- D. If you do not have all the necessary information needed for your enrollment, you are now allowed to save the information that you have input and come back to finish at a later time.



After pressing the Save for Later or Submit button be sure to confirm your selection before leaving the page. If you do not, your enrollment will not be saved or submitted in any way.

You are about to submit your enrollment application. Click "Yes" to submit, click "No" to review and make changes.

- E. Once your Contract is submitted, you cannot make changes to the enrollment.

Step 4: Uploading Documentation

- A. As part of your enrollment, you **may** be required to submit supporting documentation such as:
- a. Insurance Policy Rate and Declaration Pages
 - b. Certificates of Insurance
 - c. NKLL (No Known Loss Letters)
 - d. Other Documents

The system will prompt you as to which documents are required

Documents

For now we will show the following message until Product team gives us the ability to show these bullets based on the selected settings. Please upload the following documents, as they may be required to process your enrollment. If you are unsure what documents are required, you should refer to your CIP Insurance manual for a complete listing.

- Workers' Compensation Declaration and Rate Pages
- General Liability Declaration and Rate Pages
- Excess Declaration and Rate Pages
- Offsite COI

Contract # CTP-00

Select Document Category

- COI Reviews/Renewals
- Enrollment
- Excess Dec & Rate Pages
- GL Dec & Rate Pages
- Insurance Cost Worksheet
- No Known Loss Letter
- Notice of Completion
- Other Documents

Select File ?

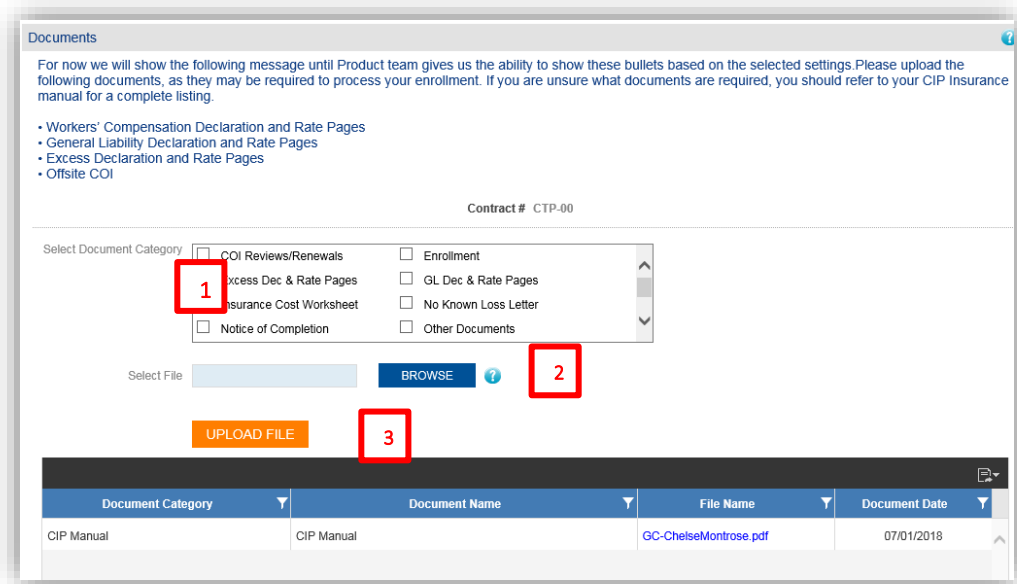
Document Category	Document Name	File Name	Document Date
CIP Manual	CIP Manual	GC-ChelseMontrose.pdf	07/01/2018

- B. Accessing the Documents screen
- a. Once you have submitted your enrollment you can press the Documents button on the top Right


Contract #: CTP-00 Project: CSSI Test Project (CTP) Contract Status: Enrolled Administrator's Review: Approved

The enrollment has already been submitted. You cannot make any more changes. Please contact your Wrap-Up Administrator for further assistance.

On the Documents screen you must choose from the Select Document Category and Select File to upload the document. Refer to the image below. If there are existing document(s) for the selected Contract, the system will display those under Documents section.



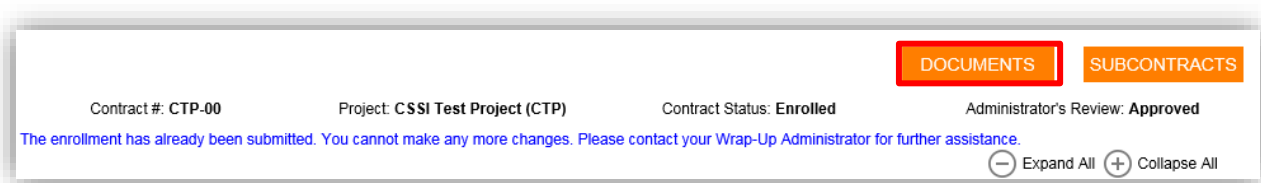
- C. To add the documents to the selected Contract, follow the steps below:
- Select the Document Category from the available options. Note: A user can select multiple Categories, i.e. "GL Dec and Rate Pages" and "Excess Rate and Dec Pages"
 - To locate the file to upload, browse your local drive by clicking on the Browse button. The file must be available on your device or computer from which you are currently accessing the portal.
 - Once the file is successfully uploaded, the document(s) will be listed in the Documents section of the Documents Screen.

Notes:  Only PDF, DOC, DOCX or TIFF documents can be uploaded and all files must be 10MB or under

Step 5: Adding a Subcontract

If you need to add a Lower Tier Subcontractor please follow the below instructions

- From the Enrollment Screen select the Subcontract button on the top right hand corner



B. This will bring you to the Sub Contract Screen. Begin by pressing the Add Subcontract button

<< 14999999-016 **Add Subcontract** Delete Subcontract

Sub Contracts

Contract #	Project	Contractor	Start Date	End Date	Contract Status	Contract Valu...	Parent C
No records to display.							

A. This will open a Sub Contract enrollment Screen

- a. Please fill out all information to the best of your ability
- b. Business Name, FEIN # (If known), Subcontract Value, Expected Start Date
- c. Contract # is a read only field.
- d. Verify the information and check the checkbox next to the statement “Statements in this application are true and accurate to the best of my knowledge”
- e. Press Submit and confirm

Sub Contract - Test Project / 14999999-016

Contract #

Business Name* Federal ID #

Business Type*

Contract Start Date* Contract Value*

If you are self performing any work, please indicate the amount of your contract that is self performed.

Description of Work*

Contact Info

First Name* Last Name

Email* Mobile

Phone

Payroll Contact Info

Same as above

First Name Last Name

Email Mobile

Phone

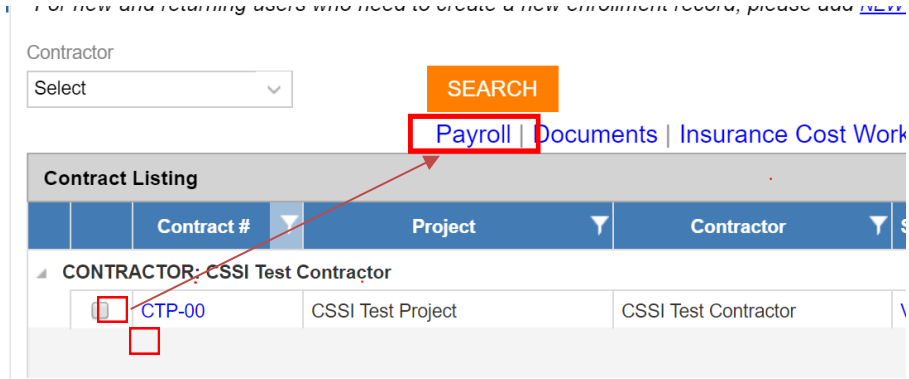
Statements in this application are true and accurate to the best of my knowledge.*

B. To add an additional subcontracts; click on the Add Sub Contract button again the first Sub Contract screen.

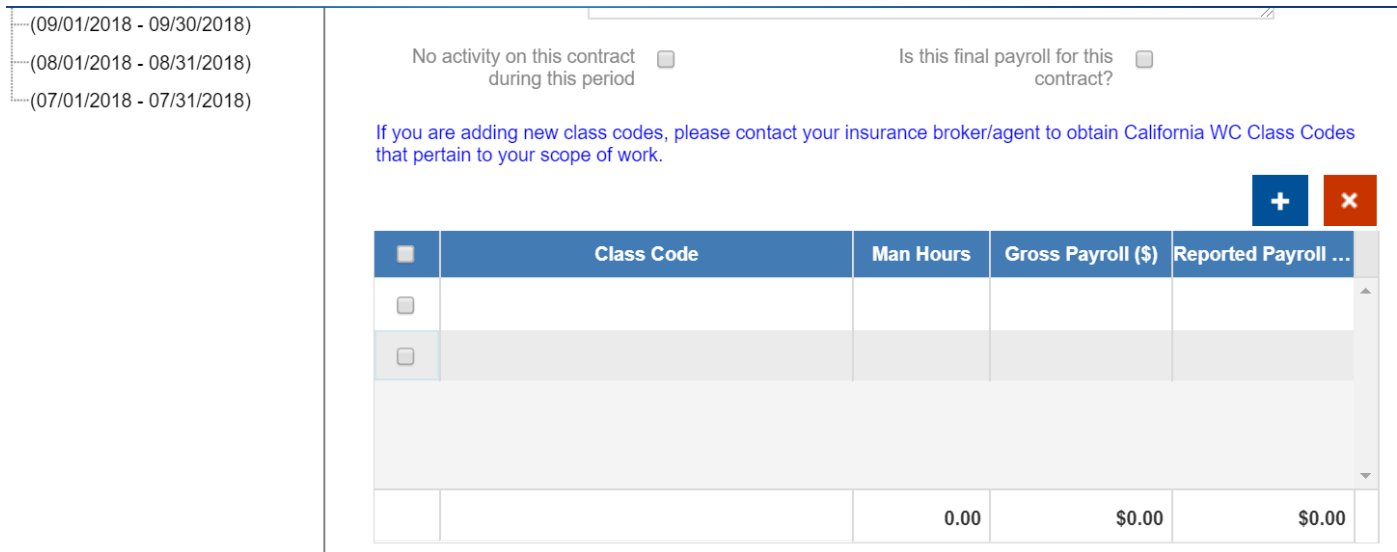
Step 6: Reporting Payroll Online

Payroll is required to be submitted **monthly** online by **5th** of each month unless otherwise specify, by **all** Subcontractors on jobs that cover Worker's Compensation.

- A. Once logged in to the portal site check the box next to the Contract # listed on the Home Screen, then Click on the Payroll button above.
 - a. **Note:** If any of your Contract #'s are not listed, please contact your AJG Wrap-up AJG Wrap-up Administrator to check the status of enrollment.
 - b.



- B. Report date is the current date, and will be filled by the System. (any dates in red, are delinquent payroll that must also be submitted. You can enter payroll for these dates by pressing them and filling in the information.)



If this is the first payroll report, please enter the Start Date by either manually typing in Date textbox (MM/DD/YYYY), or using the drop down Calendar. Do the same for the End Date. While submitting subsequent payrolls, the System will populate the next calendar day as the Start Date from the previous report. The dates must be the whole month i.e. Start Date: June 1 End Date: June 30. Unless your contract starts or ends in the middle of a month.

- C. On the payroll screen, the WC Code(s) will be filled from the estimated payroll you submitted during enrollment.
- D. If you need to add another WC code, click on the blue plus button located on the top right of the payroll chart.

- a. In the WC Code box, enter the WC Code followed by the Description in the next field. In addition, you can delete a selected WC Code by clicking the Delete (x) icon located above the Reported Payroll column. **Note:** You must leave a note in the notes field explaining to the AJG Wrap-up Administrator why you are entering payroll for a class code not included on your enrollment.
- E. Click the Man Hours field to enter the correct hours. Enter the Unburdened Payroll (straight time: no overtime premium, taxes, union dues, etc...)

 - a. **Remember:** If there are no hours worked for a WC code for that month, enter zero (0) in all fields

- F. If no time was worked on site for that month, please check box next to “check the No Activity on jobsite this period box” and submit.

No activity on jobsite during this period

- G. If you are entering Final Payroll, please check box next to “Is Final Payroll for contract?”

Is this final payroll for contract?

- H. After all required information has been entered, click the Submit button. **Please note:** Once the payroll information has been submitted it is still editable and can be resubmitted as needed. If you are unable to edit please contact the AJG Wrap-up AJG Wrap-up Administrator for changes.

To print, click Print button on the top right corner of Actual Payroll screen. A PDF file will open displaying the details of the submitted Actual Payroll.

Step 7: Close Out

- C. Once logged in to the portal site select the Contract # listed on the Home Screen, then Click on the Close Out button.

 - a. Note: If any of your Contract #'s are not listed, please contact your AJG Wrap-up AJG Wrap-up Administrator to check the status of enrollment.

Contract Listing							
	Contract #	Project	Contractor	Start Date	End Date	Contract Status	Contract Value
<input type="checkbox"/>	14999999-006	Test Project	Sample Contractor	07/05/2018		New	\$25,000.00
<input type="checkbox"/>	14999999-016	Test Project	Sample Contractor	07/04/2018	12/31/2018	Incomplete	\$25,000.00
<input type="checkbox"/>	CTP-00	CSSI Test Project	CSSI Test Contractor	07/01/2018	12/31/2020	Enrolled	\$25,000.00

- D. Please fill out all fields
 - a. Notice of Completion Date: the day your company finished work on site.
 - b. Completion Signature: The name of whomever is completing the form
 - c. Final Contract Value: Your final contract value with your Prime Contractor

- d. Payroll Information: The final payroll amount for all Class Codes from your enrollment, for the entire project. Once all information is completed, please press the Submit button. You will see the message “Data Saved Successfully”

Contract Close Out

By completing the details below, you are indicating that your work on this project is complete and you no longer have any employees returning to the jobsite. Please refer to your Wrap Up manual to confirm whether or not a Non CIP COI is required to return to the jobsite.

Contract # 1499999-006

Notice of Completion Date* 05/01/2019

Completion Signature* Tali Kirkwood

Final Closeout Information

Final Contract Value* \$100,000.00

Refresh Payroll

	Class Code	Final Man Hours	Final Payroll (\$)	Final Gross Payroll (\$)
<input type="checkbox"/>	5140 - Electrical Wiring - equals or exceeds \$28.00	200.00	\$200,000.00	
		200.00	\$200,000.00	\$0.00

- e. Sub Contractor Details: (if you did not hire any subcontractors please move to step 2) Any contractors you have hired that have already enrolled in our program will appear in the Existing Subcontracts Chart

Sub Contractor Details

EXISTING SUBCONTRACTS
Please enter your subcontractor's final contract value.

Contract #	Contractor Name	Contract Status	Final CV (Reported by Sub)	Final CV (Reported by Parent)
No records to display.				

- Your subcontractors' reported final Contract Value will populate in the **Final CV (Reported by Sub)** column. To confirm or correct the Final Contract Value, you must fill in the **Final CV (Reported by Parent)** column.
- If you did not hire any subcontractors select No, and press **SUBMIT**. If you did hire subcontractors and they are listed above select No, and press **SUBMIT**. If you did hire subcontractors and they are NOT listed above select Yes and add subcontractors in the Add Subcontracts chart by pressing the **+** button and filling in requested details

Are there any subcontractors that you hired for this project, that are not listed above, as EXISTING SUBCONTRACTORS? **Yes**


ADD SUBCONTRACTS
Please add a line and provide the details for any of your subcontractors that are not listed above.

Subcontractor Name	Sub's Start Date	Description of Work	Contact First Name	Contact Last Name	Contact Email	Final Contract Value
<input type="checkbox"/> Sample Contractor	03/01/2019	Electrical Installation	New	Contact	NewContact@sample.com	\$99,999,999.99
<input type="checkbox"/>						

3. Once all hired subcontracts are reported, please review your Close out and press **SUBMIT**

OCIP – Sample Certificate of Insurance for Enrolled Subcontractors

Below is a sample Certificate of Insurance evidencing the insurance coverages, endorsements, and general insurance information required for Subcontractor enrolled in the CIP. It is recommended that this sample is forwarded to your insurance agent for use in preparation of the required certificate(s).


		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/01/2021			
		<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>					
PRODUCER Contractor's Insurance Agent/Broker		CONTACT NAME: PHONE (A/C No. Ext.): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____		INSURER(S) AFFORDING COVERAGE NAIC #			
INSURED Contractor Name Contractor Mailing Address		INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			Policy # Off-Site Operation			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$ _____
	GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Policy #			COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE			Policy #			EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ _____
	DED. RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Policy #			PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 2,000,000
	Other: Professional			Policy #			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
Project: 777 W. Middlefield Rd. Mountain View, CA Mountain View Owner, LLC, their parents, subsidiaries, affiliated companies, officers, directors and employees, Lender (TBD), and KTG Y Group, Inc. are added as Additional Named Insureds on general liability, excess liability and auto liability policies. And such insurance shall contain a waiver of subrogation in favor of Additional Named Insureds including Workers Compensation. This insurance is primary and Non-Contributory. Thirty (30) day prior written notice shall be given in the event of cancellation or material change.							
CERTIFICATE HOLDER				CANCELLATION			
Mountain View Owner, LLC 3400 Stevens Creek Blvd. San Jose, CA 95117				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			

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ACORD 25 (2016/03)

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OCIP – Sample Certificate of Insurance for Excluded Subcontractors Below is a sample Certificate of Insurance evidencing the insurance coverages, endorsements, and general insurance information required for Subcontractor not participating in the CIP. It is recommended that this sample is forwarded to your insurance agent for use in preparation of the required certificate(s).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2021

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

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

PRODUCER Contractor's Insurance Agent/Broker	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: x-small;">CONTACT NAME:</td> <td colspan="2"></td> </tr> <tr> <td style="font-size: x-small;">PHONE (AGC, No. Ext.):</td> <td></td> <td style="font-size: x-small;">FAX (AGC, No.):</td> </tr> <tr> <td style="font-size: x-small;">E-MAIL ADDRESS:</td> <td colspan="2"></td> </tr> </table>	CONTACT NAME:			PHONE (AGC, No. Ext.):		FAX (AGC, No.):	E-MAIL ADDRESS:							
CONTACT NAME:															
PHONE (AGC, No. Ext.):		FAX (AGC, No.):													
E-MAIL ADDRESS:															
INSURED Contractor Name Contractor Mailing Address	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: x-small;">INSURER(S) AFFORDING COVERAGE</td> <td style="font-size: x-small;">NAIC #</td> </tr> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			Policy #			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC OTHER:						COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Policy #			EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Policy #			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Policy #			2,000,000
	Other: Professional			Policy #			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 777 W. Middlefield Rd. Mountain View, CA

Mountain View Owner, LLC, their parents, subsidiaries, affiliated companies, officers, directors and employees, Lender (TBD), and KTG Group, Inc. are added as Additional Named Insureds on general liability, excess liability and auto liability policies. And such insurance shall contain a waiver of subrogation in favor of Additional Named Insureds including Workers Compensation. This insurance is primary and Non-Contributory. Thirty (30) day prior written notice shall be given in the event of cancellation or material change.

CERTIFICATE HOLDER Mountain View Owner, LLC 3400 Stevens Creek Blvd. San Jose, CA 95117	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Section 7: Claim Reporting Procedures

This section explains the procedures to be followed in the event of a claim. Immediately notify the OWNER Superintendent of any claims situation.

Workers Compensation:

No coverage is provided for Workers Compensation under the OCIP. It is the sole responsibility of each Subcontractor and Subcontractor to report incidents involving these types of claims to their own insurers and notify Contractor Safety Personnel.

General Liability / Pollution Liability Claims

Subcontractors must immediately report all Accidents at the Project Site involving death, injury, or damage to property of non-employee personnel (the public, tenants, and visitors) to Contractor Site Superintendent and Contractor Safety Director. As soon as the on-site personnel become aware of the accident or occurrence, they must:

- a) **Take appropriate emergency measures** to prevent additional injury or damage, including contacting police and fire authorities as required by law.
- b) **IMMEDIATELY** notify Contractor's Site Superintendent of the incident.
- c) **Within 24 hours** complete and submit the General Liability & Property Damage Incident Report to Contractor's site superintendent. Failure to do so will result in a back charge to the subcontractor of \$250 daily until it is completed to reimburse Contractor for the costs to gather information for reporting the incident.
- d) All subsequent inquiries and correspondence received relative to the matter, including Court Summons or other legal documents, must be immediately referred to the OCIP Claims Coordinator, designating that such inquiries and correspondence as applying to this project. All legal documents must be sent certified mail, return receipt requested or hand delivered. Additional questions concerning suit papers should be referred to the OCIP Claim Coordinator.

NOTE: All available facts and information, including the names of witnesses, must be secured as soon as possible while such information is still available. Unless prompt action is taken in this respect, witnesses disappear, facts become obscure and the further handling of the claim may be prejudiced.

Automobile Claims

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Party to report accidents / claims involving their automobiles to their own insurers. HOWEVER, all accidents occurring in or around the Project site must be reported to the Contractor's Site Superintendent. Accident investigations will occur and focus on potential liability arising out of the Project construction activities that could result in future claims (i.e. due to the conditions of the roads, etc.). Each Party shall cooperate in the investigation of all automobile accidents.

Other Claim Related Services

Claim Review

Claim reviews will be conducted quarterly, or as needed. Reviews will include Owner, Contractor, Gallagher, and Subcontractor representative



Section 8: Safety & Employee Screening

Safety Program

Responsibility: Every subcontractor shall take necessary precautions to properly protect Subcontractor's Work and the work of others from damage caused by Subcontractor's operations. Subcontractor shall take all reasonable safety precautions with respect to its Work, shall comply with all safety measures initiated by Contractor, including compliance with Contractor's Safety Policies and Project Safety Plan, OSHA regulations, and with all applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons or property in accordance with the requirements of the Contract Documents.

Neither the utilization of this program or any provisions of this Manual shall be construed to mean that Contractor has retained a right of control over the means and manner of any subcontractor's work for its safe performance or that Contractor is exercising any such control.

Subcontractor shall comply with all provisions of the Contractor's Health and Safety Program including fall protection measures requiring tie-off above six feet (no exceptions), and shall insure that all its workers on the jobsite wear safety glasses, hard hats, and other personal protective equipment as required.

Dedicated Safety Professional: All subcontractors with 25-50 workers onsite must provide a dedicated safety person who must have as a minimum, OSHA 30 hour training and be a competent person for all work within its scope as defined by OSHA. Should a subcontractor reach a workforce of 51-100 workers, an additional safety person with the same qualifications is required. A subcontractor with more than 100 workers will be required to have an additional safety person for each additional 50 workers. These persons will be required to insure worker safety and safe work area, all safety related paper work, investigate all accidents / incidents and assist OWNER Safety Professional(s) with weekly site audits and safety related meetings. If a designated person is absent, another person must be designated to carry out safety responsibilities.

Citations: Contractor reserves the right, after formal written notice, to issue a deductive change order of up to \$250 for each safety violation to subcontractor, its sub-subcontractors, and employees to reimburse Contractor for added overhead costs to investigate violations.

Project Safety Orientation: Each employee will receive a Safety Orientation prior to starting work on the Project.

Employee Screening: This Project is a drug and alcohol free project site. All employees must provide evidence of a clean drug test performed within the past 90 days and give permission to have a criminal background check completed before they enter the job site. They may also be drug tested randomly or upon reasonable suspicion that they are under the influence. In addition, each employee involved in an accident or near miss will be required to submit to a post-accident drug test that will be paid for by the subcontractor.

Contractor will notify each subcontractor with specific procedures for how this will be accomplished. Each employee will be required to sign the Employee Notification and Consent for Drug Test and Background Check form in this manual during their safety orientation.

Stickers will be issued as a part of site orientations with an assigned number and employee photograph made on site.

Accident Investigation: All accidents and near misses will be investigated. It is the responsibility of each subcontractor to cooperate with Owner and Contractor in these investigations and make available its project manager to assist.

Accident Reporting and Claims Procedures

All subcontractors will instruct employees and other personnel to give **IMMEDIATE** verbal notice of all Accidents and Occurrences other than first aid cases, to their onsite supervisor who will **IMMEDIATELY** give verbal notice to Contractor's Site Superintendent.

Written Notice: Following verbal notice each subcontractor will report each incident in writing within 24 hours using the forms provided in this manual to Site Superintendent. Failure to report a claim of which the subcontractor was aware within 24 hours of an occurrence may result in the assessment of a back charge of \$500 to reimburse Contractor for the added overhead costs to address unreported occurrences.

OSHA: Maintenance of injury records required by the Federal Occupational Safety and Health Act and all other applicable regulations are the responsibility of each subcontractor.

Investigation Assistance: As outlined under Safety and Employee Screening all subcontractors will assist OWNER as needed in the investigation of any accident or occurrence involving injury to persons or property.

Claim Cooperation: All subcontractors will cooperate with the insurance companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.



EMPLOYEE NOTIFICATION AND CONSENT For Drug Test and Background Check

I understand that it is a condition of my initial and continued assignment to the Project Site that I am in compliance with the Contractor's Substance Abuse Policy. The policy was developed to ensure that all Contractor's jobsites are drug and alcohol free.

I hereby give my consent to, and authorize, any screening or medical procedures necessary to determine the presence and / or level of alcohol or drugs in my system and for a criminal background check.

I further give my consent to the testing authority to confidentially release information regarding the results of the tests to an authorized representative of my employer or Contractor. I realize that my refusal to sign this form constitutes a violation of the Contractor policy, and for that refusal, I cannot be assigned to an Contractor jobsite.

During my assignment at an Contractor jobsite:

I hereby acknowledge and consent to abide by the Contractor Substance Abuse Policy; and, I consent to pre-employment, post-incident, reasonable suspicion, and random drug and alcohol screenings.

Signature: _____

Social Security No.: _____

Print Name: _____

Date: _____

Employer: _____

Project Name: _____

Witness: _____

Print Witness Name: _____



NOTIFICACIÓN Y CONSENTIMIENTO DEL EMPLEADO para la práctica de pruebas de drogas y verificación de antecedentes

Entiendo que para ser designado en un puesto de trabajo y continuar desempeñando el mismo, en Contractor debo de cumplir con la Póliza y Lineamientos de Abuso de Substancias de Contractor. Dicha póliza, ha sido creada con la finalidad de que todas las áreas de trabajo de Contractor sean libres de drogas.

Por este medio, otorgo mi consentimiento y autorizo que se me practiquen cualesquier procedimientos necesarios para determinar la presencia de alcohol y / o drogas en mi sistema y se verifiquen mis antecedentes penales.

Asimismo, otorgo mi consentimiento a la autoridad competente para que, de manera confidencial libere los resultados de las pruebas o exámenes que se me hayan practicado a un representante autorizado de mi patrón o Contractor. Estoy consciente que, el rehusarme a firmar el presente documento constituye una violación a la póliza de Contractor, y como consecuencia, no puedo ser designado a un puesto de trabajo en Contractor.

Durante el desempeño mi trabajo en Contractor:
Reconozco y me comprometo a cumplir con la Póliza y Lineamientos de Abuso de Substancias; y

Doy mi consentimiento para que antes de ser contratado como empleado, durante un incidente o cuando exista sospecha razonable se me practiquen pruebas de alcohol y drogas al azar.

Firma: _____ Numero de Seguro Social: _____

Nombre: _____ Fecha: _____

Patron: _____ Nombre del Proyecto: _____

Testigo: _____ Nombre del Testigo: _____

Section 9: Meanings of Words and Phrases

The following list of words and phrases include an explanation of meanings. However, they may be defined differently in other documents, and in that case, the definitions given in such documents will take precedence with respect to such documents.

Certificate of Insurance

An Acord document providing evidence of the existence of coverage for a particular insurance policy or policies.

OCIP Client Service Manager & Administrator

Representatives from Arthur J. Gallagher & Co.

OCIP Insurance Cost

The total estimated Workers Compensation, General Liability and Excess Premiums for a contractor's onsite work. This figure is calculated on the insurance premium worksheet provided in section 6.

Contract

A written agreement between OWNER and a Contractor for specific Work OR an agreement between the Contractor and any tier of Subcontractor.

Contractor

The person, firm, joint venture, corporation or other party that has entered into a Contract with OWNER to perform Work at the Project site. A contractor is the party to a contract who is charged with the total construction and who enters into subcontracts for such work as electrical, plumbing, etc.

Contractor Enrollment

Enrollment is the beginning of a number of documents that must be completed for the contractor to participate in the OCIP. Enrollment is through AGJ online portal VUE.

Eligible Party

Party performing labor and/or services at the project site are eligible to enroll in the OCIP unless they are an excluded party.

Enrolled Party

Those eligible contractors who have submitted all necessary enrollment information and have been accepted into the OCIP as evidenced by a Confirmation Letter and Certificate of Insurance.

Excluded Party

Off-site fabricators, vendors, suppliers (who do not perform or subcontract installation), material dealers, demolition, blasting, truckers (including trucking to the Project where delivery is the only scope of Work to be performed), asbestos abatement or other hazardous waste removal Contractor(s) and their respective Subcontractor(s) of any tier, and others whose sole function is to transport, pickup, deliver or carry materials, supplies, tools equipment, parts or other items to or from the project site, or who do not perform any actual on-site labor, any other entity specifically determined by OWNER to be excluded will not be covered by insurance purchased by OWNER through the OCIP.

Insureds

OWNER and specifically enrolled Insured Parties. Insureds will also be other parties that OWNER or Contractor is required under contract to add as additional insureds.

Insurer(s)

The OCIP insurer(s) issuing a policy for coverages under the OCIP.

Off-Site Insurance Certificate

Evidence of the contractor's non-OCIP Insurance as stipulated in the contract documents for Automobile, Off-Site Workers' Compensation, Off-Site General Liability. Evidence of an Excess/Umbrella Liability policy may be required to satisfy the contract limit requirements for the above coverages.

Project Site

"Project Site" shall mean those areas designated in writing by OWNER for performance of the Work and such additional areas as may be designated in writing by OWNER for Contractor's use in performance of the Work. Subject to the notification and other requirements for off-site locations, the term "Site" shall also include (a) property used for bonded storage of material for the Project approved by OWNER, and (b) areas where activities incidental to the Project are being performed by Contractor or Subcontractors covered by the worker's compensation policy included in the OCIP, but excluding any permanent locations of Contractor or such covered Subcontractors.

Sponsor

OWNER and any affiliated subsidiary or associated companies as now exist or may hereafter be constituted or acquired. In addition, any corporations, partnerships, joint ventures, individuals or companies over which any of the above exercises financial or management control, as now exist or may hereafter be constituted or acquired.

Subcontractor

The person, firm, joint venture, corporation or other party that has entered into an Agreement with the Contractor to perform Work at the Project site. An entity that is performing work under contract for a higher tier contractor. Subcontractor must have a signed agreement to proceed with the Work.

Work

Operations as fully described in the Agreement, performed at or emanating directly from the Project Site.

Vendor/Supplier

A person or entity that supplies materials or equipment for work, including that fabricated to a special design, but who does not perform labor at the site.





Gallagher at a glance

Gallagher has been designing solutions to meet our clients' unique needs for more than 90 years. We pioneered many of the innovations in risk management used by businesses in all industries today. We believe that the best environment for learning and growing is one that remembers the past and invents the future. Gallagher has divisions specializing in retail insurance brokerage operations, benefits and HR consulting, wholesale distributions and third-party administrations and claims processing.

As one of the largest insurance brokers in the world, Gallagher has more than 950 offices in 42 countries and provides client-service capabilities in more than 150 countries around the world through our network of partners. Wherever you are – we're nearby.

**Arthur J. Gallagher & Co.
Insurance Brokers of California, Inc.**

1160 Battery Street, Suite 360
San Francisco, CA 94111



Gallagher

Insurance | Risk Management | Consulting

Title: EXHIBIT B - SCHEDULE OF KEY PERSONNEL

Project: The Sevens - Building C

Date: 6/15/2022

Week #

Job Title	Name	%	Weeks per Contract
Office Admin		40%	43.3
Project Executive	Jeff Paulson	50%	54.1
PM	TBD	100%	108.3
Assistant Project Manager	TBD	75%	81.2
Assistant Project Manager	TBD	75%	81.2
Project Superintendent	TBD	100%	108.3
Assist Supt Foundation/Podium	TBD	90%	97.4
Assist Supt Framing/Drywall	TBD	35%	37.9
Assist Supt Exteriors/Site	TBD	35%	37.9
Project Assistant Superintendent (Amenities/Mock up/Units)	TBD	45%	48.7
Project Laborer	TBD	75%	81.2
Project Laborer	TBD	50%	54.1
Project Engineer	TBD	100%	108.3
Project Engineer		0%	0.0
Project Accountant	TBD	30%	32.5
Contract Admin	TBD	30%	32.5
Project Executive	Jason Anderlite	10%	10.8
Quality Control Manager/Geneneral Super	Jim Hansen	20%	21.7
Project Legal		10%	10.8



ID	% Complete	Task Name	Duration	Start	Finish															
						H2	2007 H1	H2	2008 H1	H2	2009 H1	H2	2010 H1	H2	2011 H1	H2	2012 H1	H2	2013 H1	
3121	0%	5th Floor (26 units)	90 days	Wed 8/9/23	Fri 12/15/23															
3155	0%	4th Floor (26 units)	90 days	Mon 8/21/23	Thu 12/28/23															
3189	0%	3rd Floor (33 units)	90 days	Tue 9/5/23	Fri 1/12/24															
3223	0%	2nd Floor (33 units)	90 days	Fri 9/15/23	Thu 1/25/24															
3257	0%	1st Floor (26 units)	86 days	Wed 9/27/23	Wed 1/31/24															
3291	0%	Corridors/Common Areas	138 days	Tue 5/16/23	Fri 12/1/23															
3551	0%	Elevators & Lobbies	119 days	Tue 4/18/23	Thu 10/5/23															
3596	0%	Exteriors	189 days	Fri 2/24/23	Tue 11/21/23															
3597	0%	C4-C13 Courtyard Elevations	152 days	Fri 2/24/23	Fri 9/29/23															
3625	0%	Courtyard Landscaping	37 days	Mon 10/2/23	Tue 11/21/23															
3639	0%	ELEVATION C1 (WEST)	133 days	Fri 3/10/23	Mon 9/18/23															
3667	0%	ELEVATION C2(SOUTH)	129 days	Tue 3/21/23	Thu 9/21/23															
3695	0%	ELEVATION C3(EAST)	115 days	Tue 4/4/23	Fri 9/15/23															
3725	0%	DRY-IN COMPLETE	0 days	Fri 6/9/23	Fri 6/9/23															
3726	0%	SCAFFOLD DOWN	0 days	Wed 10/4/23	Wed 10/4/23															
3727	0%	TCO Process	50 days	Thu 1/2/25	Thu 3/13/25															
3728	0%	TCO	50 days	Thu 1/2/25	Thu 3/13/25															
3729	0%	Public Requirements(Alloca	5 days	Thu 1/2/25	Thu 1/9/25															
3730	0%	Hazmat	5 days	Thu 1/9/25	Thu 1/16/25															
3731	0%	Plumbing Mechanical	10 days	Thu 1/16/25	Thu 1/30/25															
3732	0%	Electrical/PGE Inspections	10 days	Thu 1/16/25	Thu 1/30/25															
3733	0%	Fire Life and Safety	10 days	Thu 1/16/25	Thu 1/30/25															
3734	0%	Building	10 days	Thu 1/30/25	Thu 2/13/25															
3735	0%	Weather Days	20 days	Thu 2/13/25	Thu 3/13/25															
3736	0%	Site Hardscape & Landscaping	70 days	Wed 8/7/24	Fri 11/15/24															
3737	0%	On-Site Concrete/Pavers	45 days	Wed 8/7/24	Thu 10/10/24															
3746	0%	Site Walls	46 days	Mon 8/12/24	Wed 10/16/24															
3756	0%	Landscaping	25 days	Thu 10/10/24	Fri 11/15/24															
3757	0%	Off Site Improvements	97 days	Thu 8/8/24	Thu 1/2/25															
3758	0%	Middlefield Improvements	7 days	Thu 8/8/24	Mon 8/19/24															
3759	0%	Survey/Layout	1 day	Thu 8/8/24	Fri 8/9/24															
3760	0%	Finish Grading	3 days	Fri 8/9/24	Wed 8/14/24															
3761	0%	Curb & Gutter ROW	2 days	Thu 8/8/24	Mon 8/12/24															
3762	0%	Asphalt/Patching/Overlay	2 days	Mon 8/12/24	Wed 8/14/24															
3763	0%	Landscaping	3 days	Wed 8/14/24	Mon 8/19/24															





The Sevens, Bldgs A&B
Exhibit C - GMP Schedule
Tue 6/7/22

ID	% Compl	Task Name	Duration	Start	Finish												
						2007	2008	2009	2010	2011	2012	2013					
						H2	H1	H2	H1	H2	H1	H2	H1	H2	H1		
3764	0%	Shoreline RD IMPROVEMENTS	28 days	Fri 11/15/24	Thu 1/2/25												
3765	0%	Survey/Layout	2 days	Fri 11/15/24	Tue 11/19/24												
3766	0%	Finish Grading	6 days	Tue 11/19/24	Fri 11/29/24												
3767	0%	Asphalt/Patching/Overlay	10 days	Fri 11/29/24	Fri 12/13/24												
3768	0%	Landscaping	10 days	Fri 12/13/24	Thu 1/2/25												
3769	0%	COO Process	22 days	Mon 5/26/25	Wed 6/25/25												

Exhibit D

Bldg C GMP SOV
Project: The Sevens

DESCRIPTION OF WORK	B I D	GMP BUDGET	Per Door Cost	Cost/ Gross SF	Cost/ NET SF
DIV. 1 GENERAL REQUIREMENTS					
GENERAL CONDITIONS / SUPERVISION	X	3,552,500.00	24,670.14	24.64	33.45
WALKING GUARD OR ANYTHING OVER BASIC CAMERA SERVALANCE		0.00	0.00	0.00	0.00
FINAL CLEAN	X	107,000.00	743.06	0.74	1.01
TOTAL - DIV 1 - GENERAL REQUIREMENTS		3,659,500.00	25,413.19	25.38	34.46
DIV. 2 - SITE IMPROVEMENTS					
SITE ENGINEERING STAKING	X	30,000.00	208.33	0.21	0.28
HAZARDOUS WASTE REMOVAL ASBESTOS (ABATEMENT)		0.00	0.00	0.00	0.00
HAZARDOUS WASTE REMOVAL (DDT)		0.00	0.00	0.00	0.00
DEMO		0.00	0.00	0.00	0.00
VAPOR MITIGATION		0.00	0.00	0.00	0.00
CORROSION PREVENTION		0.00	0.00	0.00	0.00
MASS EXCAVATION		0.00	0.00	0.00	0.00
LIME TREAT	X	130,900.00	909.03	0.91	1.23
SHORING & UNDERPINNING		0.00	0.00	0.00	0.00
ROUGH GRADING	X	40,000.00	277.78	0.28	0.38
FINISH GRADING PADS	X	45,000.00	312.50	0.31	0.42
BIO RETENTION GRADING	X	25,000.00	173.61	0.17	0.24
BACKFILL AT PODIUM & LANDSCAPE BACKFILL		0.00	0.00	0.00	0.00
BASE ROCK & PERVIOUS ROCK		0.00	0.00	0.00	0.00
DEWATERING ALLOWANCE		0.00	0.00	0.00	0.00
DISCHARGE PERMITS		0.00	0.00	0.00	0.00
WET UTILITIES ABANDON OR REMOVE		0.00	0.00	0.00	0.00
SANITARY SEWER OFFSITE	X	60,546.00	420.46	0.42	0.57
DOMESTIC WATER & FIRE WATER OFFSITE	X	163,900.00	1,138.19	1.14	1.54
STORM DRAIN SYSTEM OFFSITE	X	26,424.00	183.50	0.18	0.25
SANITARY SEWER ON-SITE	X	37,496.00	260.39	0.26	0.35
DOMESTIC WATER & FIRE WATER ON-SITE	X	55,601.00	386.12	0.39	0.52
STORM DRAIN SYSTEM ON-SITE	X	49,427.00	343.24	0.34	0.47
STORM DRAIN SYSTEM SHARED WITH BUILDING B ON- SITE	X	32,803.50	227.80	0.23	0.31
CATHODIC PROTECTION	X	16,649.00	115.62	0.12	0.16
BIO RETENTION ON SITE	X	146,434.00	1,016.90	1.02	1.38
HAUL SPOILS	X	34,133.00	237.03	0.24	0.32
JOINT TRENCH - NEED PGE APPROVED PLANS ALLOWANCE	A	437,430.60	3,037.71	3.03	4.12
TRAFFIC SIGNAL		0.00	0.00	0.00	0.00
MAN LIFT	X	228,700.00	1,588.19	1.59	2.15
CRANE		0.00	0.00	0.00	0.00
PAVEMENT MARKINGS, SIGNS, BUMPERS	X	25,250.00	175.35	0.18	0.24
TRAFFIC CONTROL	X	25,000.00	173.61	0.17	0.24
SWPPP	X	47,400.00	329.17	0.33	0.45
ON SITE CONCRETE, CURB & GUTTER & SIDE WALK & DRIVE WAY	X	137,405.00	954.20	0.95	1.29
ON SITE PAVING & CONSTRUCT ROADS		0.00	0.00	0.00	0.00
OFF SITE GRIND AND OVERLAY PUBLIC ROADS		0.00	0.00	0.00	0.00
OFFSITE GRADE - FINE GRADE AND DEEP LIFT		0.00	0.00	0.00	0.00
LANDSCAPE OFFSITE		0.00	0.00	0.00	0.00
LANDSCAPE & IRRIGATION	X	493,304.00	3,425.72	3.42	4.65
LANDSCAPE FURNISHINGS	X	171,991	1,194.38	1.19	1.62
LANDSCAPE POTTERY	X	107,999.00	749.99	0.75	1.02
STREET LIGHTS - ALLOWANCE		0.00	0.00	0.00	0.00
TOTAL - DIV 2 - SITE IMPROVEMENTS		2,568,793.10	17,838.84	17.81	24.19
DIV 3 - CONCRETE					
STRUCTURAL CONCRETE	X	968,915.00	6,728.58	6.72	9.12
GYPCRETE + ACOUSTIMAT	X	330,605.00	2,295.87	2.29	3.11
HARD ROCK CONCRETE		0.00	0.00	0.00	0.00
INTERLOCKING PAVERS	X	75,590.00	524.93	0.52	0.71
WOOD BRIDGE INCLUDING STAGE	X	102,250.00	710.07	0.71	0.96
			0.00	0.00	0.00
PODIUM & ON/SITE CONCRETE	X	160,863.00	1,117.10	1.12	1.51
PODIUM & ON/SITE CONCRETE VE ALLOWANCE	A	8,592.00	59.67	0.06	0.08
TOTAL- DIV 3 - CONCRETE		1,646,815.00	11,436.22	11.42	15.51
DIV 4 - MASONRY					
CMU GARAGE WALLS		0.00	0.00	0.00	0.00
CMU PLANTER WALLS, ETC.	X	39,425.00	273.78	0.27	0.37
MASONRY VENEER	X	26,290.00	182.57	0.18	0.25
TOTAL - DIV 4 - MASONRY		65,715.00	456.35	0.46	0.62
DIV. 5 - METALS					
STRUCTURAL STEEL	X	143,242.00	994.74	0.99	1.35
STAIRS & HAND RAILS	X	191,607.00	1,330.60	1.33	1.80
BALCONY RAILING TUBE STEEL	X	125,499.00	871.52	0.87	1.18
BALCONY / PATIO RAILING TUBE STEEL & BOK MODERN BALCONY / PATIO RAILING TUBE STEEL & BOK MODERN VE ALLOWANCE	X A	466,341.00 155,447.00	3,238.48 1,079	3.23 1.08	4.39 1.46
BALCONY RAILING FAUX WOOD ALUMINUM		0.00	0.00	0.00	0.00
JULIET BALCONIES	X	23,828.00	165.47	0.17	0.22
ELEVATOR STEEL	X	112,792.00	783.28	0.78	1.06
METAL CANOPIES	X	163,611.00	1,136.19	1.13	1.54
TRELLIS	X	402,174.00	2,792.88	2.79	3.79
STRUCTURAL CLIPS FOR STAIRS AND MISC. STEEL		97,048.00	673.94	0.67	0.91
STEEL MESH WALLS IN GARAGE		0.00	0.00	0.00	0.00
LANDSCAPE & ORNAMENTAL STEEL	X	185,324.00	1,286.97	1.29	1.75
TOTAL - DIV 5 - METALS		2,066,913.00	14,353.56	14.33	19.46

Exhibit D

Bldg C GMP SOV
Project: The Sevens

DESCRIPTION OF WORK	B I D	GMP BUDGET	Per Door Cost	Cost/ Gross SF	Cost/ NET SF
DIV. 6 - WOOD - PLASTICS					
CABINETS	X	446,497.00	3,100.67	3.10	4.20
ROUGH CARPENTRY LABOR	X	4,974,961.00	34,548.34	34.50	46.85
LUMBER	X	6,191,467.00	42,996.30	42.94	58.30
HARDWARE, EQUIPMENT, COORDINATION	X	330,000.00	2,291.67	2.29	3.11
LUMBER STORAGE	X	164,286.00	1,140.88	1.14	1.55
SIDING (HARDIE & FUNDERMAX)	X	1,252,158.00	8,695.54	8.68	11.79
INTERIOR FINISH CARPENTRY LABOR	X	1,247,172.00	8,660.92	8.65	11.74
MISC. CARPENTRY	X	25,000.00	173.61	0.17	0.24
TOTAL- DIV 6 - WOOD/PLASTICS		14,631,541.00	101,607.92	101.47	137.78
DIV. 7 - THERM & MOIST PROTECTION					
BELOW GRADE WATERPROOFING	X	15,315.00	106.35	0.11	0.14
PODIUM DECK WATERPROOFING		0.00	0.00	0.00	0.00
ROOF DECK WATERPROOFING		0.00	0.00	0.00	0.00
COLD FLUID APPLIED - PLANTERS / ROOF DECKS	X	11,900.00	82.64	0.08	0.11
EXPANSION CONTROL		0.00	0.00	0.00	0.00
WATERPROOFING PRIVATE - PLI-DECK	X	88,635.00	615.52	0.61	0.83
WATERPROOFING BIO-RETENTION LINER	X	25,182.00	174.88	0.17	0.24
VEHICULAR RAMPS		0.00	0.00	0.00	0.00
INSULATION	X	485,052.00	3,368.42	3.36	4.57
INSULATION ALLOWANCE	A	75,000.00	520.83	0.52	0.71
ROOFING	X	709,500.00	4,927.08	4.92	6.68
STANDING SEAM METAL ROOFING	X	197,000.00	1,368.06	1.37	1.86
FLASHING AND SHEET METAL	X	1,195,707.00	8,303.52	8.29	11.26
FIREPROOFING	X	21,600.00	150.00	0.15	0.20
FIRE STOPPING	X	10,800.00	75.00	0.07	0.10
ROOF ACCESSORIES	X	5,000.00	34.72	0.03	0.05
SEALANTS AND CAULKING	X	30,000.00	208.33	0.21	0.28
TOTAL- DIV 7 - THERM & MOIST PROT.		2,870,691.00	19,935.35	19.91	27.03
DIV. 8 - DOORS AND WINDOWS					
WINDOWS	X	591,375.00	4,106.77	4.10	5.57
STOREFRONT	X	207,103.00	1,438.22	1.44	1.95
GARAGE DOORS / GATES	X	5,900.00	40.97	0.04	0.06
ROLL UP DOORS		0.00	0.00	0.00	0.00
DOORS / MILLWORK	X	1,493,578.00	10,372.07	10.36	14.06
GLASS RAILS	X	33,000.00	229.17	0.23	0.31
SMOKE GUARD		0.00	0.00	0.00	0.00
TOTAL -DIV 8 - DOORS AND WINDOWS		2,330,956.00	16,187.19	16.17	21.95
DIV. 9 - FINISHES					
PLASTER/SCAFFOLDING	X	2,530,390.00	17,572.15	17.55	23.83
DRYWALL/ METAL SOFFITS	X	7,111,227.00	49,383.52	49.32	66.96
KITCHEN-VANITY COUNTERS	X	113,840.00	790.56	0.79	1.07
COMMON AREA COUNTERS	X	13,850.00	96.18	0.10	0.13
COMMON AREA FLOORING VINYL & CARPET	X	317,410.00	2,204.24	2.20	2.99
ARDEX CONCRETE AND STAIN ETC		0.00	0.00	0.00	0.00
COMMON AREA CERAMIC FLOOR/WALLS	X	29,921.00	207.78	0.21	0.28
UNIT FLOORING (VINYL PLANK)	X	852,425.00	5,919.62	5.91	8.03
KITCHEN BACK SPLASH		0.00	0.00	0.00	0.00
CERAMIC TILE TUB & SHOWERS		0.00	0.00	0.00	0.00
SUSPENDED CEILINGS		0.00	0.00	0.00	0.00
WALLPAPER		0.00	0.00	0.00	0.00
PAINTING	X	1,400,573.00	9,726.20	9.71	13.19

Exhibit D

Bldg C GMP SOV
Project: The Sevens

DESCRIPTION OF WORK	B I D	GMP BUDGET	Per Door Cost	Cost/ Gross SF	Cost/ NET SF
INTUMESCENT		0.00	0.00	0.00	0.00
COMMON AREA FINISHES	X	334,549.00	2,323.26	2.32	3.15
TOTAL - DIV 9 - FINISHES		12,704,185.00	88,223.51	88.11	119.63
DIV. 10 - SPECIALTIES					
SIGNAGE	X	49,520.00	343.89	0.34	0.47
FIRE EXTINGUISHERS	X	12,100.00	84.03	0.08	0.11
ACCESS DOORS - MANSARD & ROOF HATCHES	X	35,400.00	245.83	0.25	0.33
KNOX BOXES	X	2,000.00	13.89	0.01	0.02
BIKE RACKS	X	97,700.00	678.47	0.68	0.92
POSTAL SPECIALTIES	X	23,500.00	163.19	0.16	0.22
PARCEL PENDING		not included	0.00	0.00	0.00
BATH ACCESSORIES	X	18,432.00	128.00	0.13	0.17
MIRRORS	X	14,664.00	101.83	0.10	0.14
SHOWER ENCLOSURES	X	0.00	0.00	0.00	0.00
COMMON RESTROOM ACCESSORIES	X	8,400.00	58.33	0.06	0.08
LANDSCAPE IPE SLAT WALLS		0.00	0.00	0.00	0.00
STORAGE LOCKERS	X	297,000.00	2,062.50	2.06	2.80
GATE HARDWARE-TYPE E		0.00	0.00	0.00	0.00
MISC. SPECIALTIES	X	7,500.00	52.08	0.05	0.07
TOTAL - DIV 10 - SPECIALTIES		566,216.00	3,932.06	3.93	5.33
DIV. 11 - EQUIPMENT					
APPLIANCES	X	543,036.00	3,771.08	3.77	5.11
TRASH COMPACTORS AND BINS	X	61,712.00	428.56	0.43	0.58
TRASH CHUTES	X	91,864.00	637.94	0.64	0.87
TOTAL - DIV 11 - EQUIPMENT		696,612.00	4,837.58	4.83	6.56
DIV. 12 - FURNISHINGS					
WINDOW COVERINGS	X	120,000.00	833.33	0.83	1.13
TOTAL - DIV 12 - FURNISHINGS	X	120,000.00	833.33	0.83	1.13
DIV 13 - SPECIAL CONSTRUCTION					
GOOD NEIGHBOR FENCE	X	57,830.00	401.60	0.40	0.54
BUILDING MAINTENANCE SYSTEM	X	99,074.00	688.01	0.69	0.93
FOUNTAINS	X	0.00	0.00	0.00	0.00
SAUNA		0.00	0.00	0.00	0.00
PHOTOVOLTAIC	X	360,007.00	2,500.05	2.50	3.39
POOL & 2 SPA'S		0.00	0.00	0.00	0.00
TOTAL - DIV 13 - SPECIAL CONSTRUCTION		516,911.00	3,589.66	3.58	4.87
DIV. 14 - CONVEYING SYSTEMS					
ELEVATORS	X	431,200.00	2,994.44	2.99	4.06
TOTAL - DIV 14 - CONVEYING SYSTEMS		431,200.00	2,994.44	2.99	4.06
DIV. 15 - MECHANICAL					
PLUMBING	X	4,789,079.00	33,257.49	33.21	45.10
SUB METERS	X	72,043.16	500.30	0.50	0.68
FIRE PROTECTION	X	964,438.13	6,697.49	6.69	9.08
HEAT AND VENTILATION	X	3,391,290.00	23,550.63	23.52	31.93
TOTAL - DIV 15 - MECHANICAL		9,216,850.29	64,005.90	63.92	86.79
DIV. 16 - ELECTRICAL					
ELECTRICAL	X	5,829,962.00	40,485.85	40.43	54.90
LOW VOLTAGE	X	1,390,532.00	9,656.47	9.64	13.09
AUDIO VISUAL	X	19,951.00	138.55	0.14	0.19
AUDIO VISUAL ALLOWANCE	A	25,000.00	173.61	0.17	0.24
CONDUIT AND J BOXES FOR POWERFLEX (NO ALMS)		0.00	0.00	0.00	0.00
SUMP PUMP TRANSFER SWITCH/TEMP POWER		0.00	0.00	0.00	0.00
LIGHT FIXTURE	X	354,555.00	2,462.19	2.46	3.34
LIGHT FIXTURE VE ALLOWANCE	A	118,000.00	819.44	0.82	1.11
TOTAL - DIV 16 - ELECTRICAL		7,738,000.00	53,736.11	53.66	72.87
DIRECT COSTS					
DIVISION 1 GENERAL REQUIREMENTS		3,659,500.00	25,413.19	25.38	34.46
DIVISION 2 SITE IMPROVEMENTS		2,568,793.10	17,838.84	17.81	24.19
DIVISIONS 3 - 16 BLDG. IMPROVEMENTS		55,602,605.29	386,129.20	385.61	523.59
TOTAL DIRECT COST		61,830,898.39	429,381.24	428.81	582.24
OVERHEAD AND PROFIT (4.5%)		3,027,390.43	21,023.54	21.00	28.51
subtotal		64,858,288.82	450,404.78	449.80	610.75
CONSTRUCTION CONTINGENCY (2.5%)		1,545,772.46	10,734.53	10.72	14.56
GC BOND		635,611.23	4,413.97	4.41	5.99
BUILDERS RISK (BY OWNER)		0.00	0.00	0.00	0.00
SUB CONTRACTOR DEFAULT INSURANCE		642,501.81	4,461.82	4.46	6.05
COVERAGES OUTSIDE OCIP/CCIP INSURANCE		105,112.53	729.95	0.73	0.99
TOTAL PROJECT ESTIMATED COST		67,787,286.84	470,745.05	470.11	638.33

EXHIBIT "E": 777 W. MIDDLEFIELD GENERAL CONDITIONS BUILDING "C"

THE SEVENS

777 W. MIDDLEFIELD

BUILDING "C" 05/2/22

M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14
Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23

Code	Position	TOTALS	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14
180	Project Executive	50,000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
180	General Superintendent	62,500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500
180	Project Manager	379,037	15161	15161	15161	15161	15161	15161	15161	15161	15161	15161	15161	15161	15161	15161
180.1	Asst. PM	281,667	11267	11267	11267	11267	11267	11267	11267	11267	11267	11267	11267	11267	11267	11267
183	PE# 1	224,250	0	0	9750	9750	9750	9750	9750	9750	9750	9750	9750	9750	9750	9750
	PE# 2	195,500	0	0	8500	8500	8500	8500	8500	8500	8500	8500	8500	8500	8500	8500
182	Project Superintendent	315,943	12638	12638	12638	12638	12638	12638	12638	12638	12638	12638	12638	12638	12638	12638
184	Asst. Super #1	191,533	0	0	0	0	0	0	0	0	11267	11267	11267	11267	11267	11267
184	Asst. Super #2	206,850	0	0	0	0	9850	9850	9850	9850	9850	9850	9850	9850	9850	9850
181	Accounting	113,403	4536	4536	4536	4536	4536	4536	4536	4536	4536	4536	4536	4536	4536	4536
185	Punch	88,000	0	0	0	0	0	0	0	0	0	0	0	0	0	9500
190	Interim Cleanup Labor	184,500	0	0	3000	3000	3000	3000	6500	6500	6500	7500	7500	7500	7500	9500
	Subtotal	2,293,183														
120	Rental Equipment	135,497	3000	3000	3000	3000	3000	3000	5000	5000	5000	5000	5000	5000	5000	5000
122	Toilets	78,578	1500	1500	1500	1500	1500	1878	2750	2750	3500	3500	3500	5100	5100	5100
126	Safety- Rails, signage, first aid	17,250	500	500	500	500	500	500	750	750	750	750	750	750	750	750
126	Signage, Flashers, Barricades	20,250	1000	1000	1000	1000	1000	1000	1000	500	750	750	750	750	750	750
126	Safety consultant	17,500	700	700	700	700	700	700	700	700	700	700	700	700	700	700
126	Temporary Scaffold and Stairs	61,817	0	0	0	0	0	0	0	2817	2000	2000	2000	3000	3000	3000
126	Temp fire extinguishers	8,325	333	333	333	333	333	333	333	333	333	333	333	333	333	333
130	Vehicles	87,500	3500	3500	3500	3500	3500	3500	3500	3500	3500	3500	3500	3500	3500	3500
130	Vehicle Gas	62,500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500
131	Unit Meters prior to TCO	41,000	0	0	0	0	0	0	0	0	0	0	0	0	2000	2000
131	*** Electrical Temp Power Maintenance Only	115,000	3,000	3,000	3,000	3,000	3,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	6,000
132	Phones	40,000	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
133	Temp Water	26,200	3000	3000	3000	3000	450	450	700	700	700	700	700	700	700	700
134	UPS/FedEx/Copies	16,200	0	500	500	500	700	700	700	700	700	700	700	700	700	700
135	Job Office Equipment Rental	55,500	7500	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
135	Job Office Supplies	52,000	9500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	2000	2000
135	Computers & Software	41,000	5000	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
135	IT Support	27,800	5000	950	950	950	950	950	950	950	950	950	950	950	950	950
136	Blueprints	29,300	3500	900	900	900	900	900	900	900	900	900	900	900	900	900
137	Small Tools/Misc. Supplies	41,500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
170	Temporary Fencing	52,600	5000	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800	2800
171	Web Cam	68,000	8000	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500
110	Misc. Permits	5,000	0	0	0	0	0	2500	0	0	0	0	0	0	0	0
192	Debris Boxes	159,000	0	0	3000	3000	3000	4000	4000	4000	6000	6000	6000	6000	6000	8000
	Subtotal	1,259,317														
	TOTAL	3,552,500														

Note: Totals in each line item may be adjusted as required at each monthly draw

** GC's EXCLUDES: Security/Guard Service

**GC's INCLUDES Web Cam Service

***Line 131 Does not include Monies for install of Temp Power System

EXHIBIT "F"
THE SEVENS APARTMENTS BUILDING C
CONTRACTOR AND OWNER QUALIFICATIONS, ASSUMPTIONS & EXCLUSIONS

[Owner: Mountain View Whisman School District](#)

[Contractor: PBI](#)

[MVO Owner: MVO](#)

Division 1:

General Conditions/General Requirements

Qualifications:

1. Contractor is responsible for document management through Procore to include email and any other form of cloud-based computing (such as Box) mutually agreed upon prior between Owner and Contractor.
2. Contractor and their subcontractors will pay for printing of their own plan sets, drawings, exhibits, etc. via Barker Blue or other approved vendor for life of the job. [MVO](#) Owner will pay for the scanning of all documents, such as stamped deferred submittals and Permits listed as Contractor's responsibility. Contractor has all costs for document control and archive/maintenance of project documents in the Contract Sum.
3. Ownership has accepted various VE changes during the GMP process, those changes will not require submission of "Substitution Requests" and have been accepted by ownership.
4. 24-hour surveillance of the job site has been established with the approval of the Owner. Contractor has furnished solar camera-based security system, including IR & Thermal, with vendor approved by Owner and Builder's Risk coverage requirements. If solar charging is not efficient during winter hours, Ownership will supplement solar with battery backup or other means to achieve 24 hr. surveillance.
5. Contractor is including a crane/hoisting equipment, and setup permitting and inspection of crane prior to the start of wood framing scope of work.
6. Costs necessary to complete the following design-build [or design-assist](#) and deferred submittal scopes were paid outside of this Agreement: Fire Protection, Plumbing, HVAC, Shoring, Electrical, Low Voltage (FA, 2-way, Access Control, CCTV, Intrusion, and Wi-Fi & AV).
7. Contractor has included scheduling, timely consultant coordination, and schedule duration including, but not limited to, 3rd party inspections, to be contracted for and paid for by [MVO](#) Owner: City inspections, special inspections, waterproof testing and inspections, Acoustical testing & inspections, QSP, concrete observation and testing, soils observation and testing, environmental soil & vapor mitigation, tieback testing, Green Points program testing, architectural observation, structural observation and testing. Consultant scheduling shall conform to the noticing timelines established at the Contractor coordinated precon meeting with each respective group. All re-inspection fees due to the fault of Contractor, to be paid by Contractor.
8. Material testing and inspection shall be paid by the [MVO](#) Owner and coordinated by the Contractor. Contractor acknowledges receipt of the proposed testing and inspection scopes, including but not limited to, geotechnical, special, envelope, acoustical. Additionally, Contractor agrees that the contracted scopes meet the project requirements necessary to support the Construction Schedule. Contractor will be responsible for costs associated with additional inspections resulting from no shows, work not ready for inspection(s), failed inspections or project delays due to sequencing/scheduling different from the initial assumptions.
9. Any permits or deferred submittals to be paid by [MVO](#) Owner. Contractor will be responsible for procuring & paying for permits up to a value of \$50,000, to be reimbursed by [MVO](#) Owner [& Owner](#) following permit retrieval.
10. Warranty period will start from [\(1\) Substantial Completion](#) [or \(2\) the City's issuance of a temporary Certificate of Occupancy \("TCO"\) or Certificate of Occupancy for the Project, which over comes last.](#)

11. The Construction Schedule, is based on a 5-day work week in accordance with work hours defined by the conditions of approval and contemplates all holidays recognized by the State of California & city of Mountain View.
12. With the exception of police traffic control, Contractor has included in the Contract Sum all traffic control necessary to meet the project requirements. Contractor doesn't anticipate police traffic control for contract work.
13. The Contract Sum includes all subtrade parking requirements for the course of construction in accordance with the approved construction management plan included and referenced of this Agreement as Exhibit P. The Owner understands that following completion of the parking garage, the Contractor may use part of the parking garage to provide for onsite parking of trades. Contractor shall restore and deliver the parking garage and affected areas in a like new condition subject to Owner inspection and written approval during the punch and acceptance process.
14. Prevailing Wage: This is a prevailing wage job.
15. The construction schedule accounts for Owner provided "Frame" / "Box" walk procedures for each unit type and amenity spaces as needed.
16. Contractor shall provide Owner's representative with startup documents from a certified manufacturers' representative, as applicable, prior to a punch walk of any space where such equipment is located. Such equipment shall include, but not be limited to: Boilers, Fireplace, Fire pits, Inverters, HVAC Equipment, & other specialty Mechanical & Electrical Equipment.
17. PG&E durations for permanent power, meter releases, and gas service have been incorporated into the construction schedule as reflected in the Construction Schedule. Should PG&E cause a direct delay to the critical path thru no fault of the Contractor, said time extensions will be considered by Owner [as non-compensable but excusable delays](#).
18. Contractor shall have Contractor's Superintendent or other designated staff directly employed by the Contractor schedule all PG&E inspections. Any delays due to failure to facilitate PG&E inspections, or related, shall be the responsibility of the Contractor.
19. Contractor understands the Architect of Record's offices are closed the following days and has planned accordingly: New Year's Day, MLK Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas.
20. Subcontractor mark up on change orders shall be limited to 15% overhead and profit. Subcontractors shall not, and General Contractor shall not allow subcontractor, to compound markups (5% on top of 10% or 10% on top of 5%). Subcontractor change orders shall not, typically—and subject to Owner written approval, non-working superintendent time, or non-working foreman time. Except as may be otherwise agreed to by Owner and Contractor, change orders shall not include small tools, consumables and project manager costs.
21. Contractor acknowledges that COVID-19 may impact the procurement process and as such will implement a procurement tracking process for all materials needed to maintain progress as represented in the Construction Schedule. Contractor will immediately notify Owner of any material procurement impacted by COVID-19 related regulations, regardless of impact on critical path at the time, and will endeavor to find substitute materials or alternate procurement methods which will allow Owner reasonable time to review and approve the proposed substitution.
22. Contractor shall, prior to or in parallel to the submittal process, shall make best efforts to identify particularly high-risk materials associated with the critical path work and shall track such procurement on a log which is mutually agreeable by Owner and Contractor. Contractor shall subsequently work with the Owner and Owner's Architect to source alternate materials or material suppliers, whereby Owner shall have reasonable

time to review and approve the proposed substitution subject to the terms of the Agreement. Should Contractor fail to furnish and maintain a material procurement tracking in accordance with the Standard of Care defined within this Agreement, a procurement summit meeting shall be held to address these requirements.

23. Off-haul is based on dumpsite/receiving site availability after a weather event, such event shall be considered a non-compensable delay but excusable delays if it affects critical path even if Contract is ahead of schedule.
24. All qualifications and exclusions listed herein "General" is understood to cover all divisions and trades.
25. Any qualification and exclusion listed herein shall not limit the requirements set forth in the Conditions of Approval included in drawings.
26. Dry out days claimed that occur immediately after an approved Weather Delay of the site will, subject to Contractor demonstration that said dry out is directly related to work on the critical path, and provided this delay is not concurrent with Contractor delays, and Contractor is unable to work around the affected area without incurring additional costs, delays will be considered adverse weather days.
27. Contractor to submit draft detailed Submittal Schedule of all submittals required for Owner review not later than 30 calendar days after the execution of the Agreement. Owner shall ensure that Owner Consultants will provide any comments regarding additional review or other to the Contractor not later than 2 weeks after receipt of the Submittal Schedule.
28. Contractor expects that Owner and Owner Consultants will be issuing a "For Construction Set." Changes resulting in re-work and/or potential impacts to project schedule, subject to the terms of this agreement may be subject to a cost and or schedule extension.
29. Contractor to coordinate and provide temporary meter for construction water necessary for the Work.
30. Missed special inspections shall be considered an excusable compensable delay to the construction schedule when it affects critical path. Excludes those not properly scheduled by contractor with sufficient lead time or notification to inspector.
31. Utility depths are as shown in bid set per Exhibit G. Materially increased depths shall be considered a change.
32. Dust control included per standards established by the authority having jurisdiction over the Work.
33. It is anticipated that the "For Construction" set of Contract Documents/plans incorporating all changes from the GMP set onward, including narratives listing all plan changes made, and with all changes to the plans and specifications clouded, will be issued after NTP in the form of an ASI directing Contractor to 'Proceed While Pricing'. Any updated specifications, finish schedules or any other relevant document will be provided to Contractor at that time as well. Contractor will have ROM pricing adjustments identified and communicated to Owner within 6 weeks of the "For Construction" ASI issuance date. Owner will have 2 weeks to review pricing from Contractor. In parallel, Contractor will have 6 additional weeks from issuance of ROM (for a total of 12 weeks from receipt of set) to compile final costs into a Contract Change Order representing all changes from the GMP set of Contract Documents to the "For Construction" set of documents.
34. Contractor and Owner shall mutually agree which mockups will be built in-place and which will be stand-alone within 30 days of the execution of the Agreement. Mockup will be completed within 180 calendar days of execution of the Agreement. Following completion of exterior mock-up, Owner will schedule an all hands internal meeting for approval/comments within 2 weeks.
35. Where it can be reasonably inferred any exclusion listed herein in one division/trade is understood to cover all divisions/trades.
36. The Contractor and its subcontractors shall complete all survey requirements to complete the Work, including as-built surveys of utilities as may be required by the City of Mountain View. Owner shall provide an initial survey of property lines, building corners, two control lines as required by the Contractor. Contractor shall

independently confirm building corners and the specified gridlines. No monumentation is included unless shown in the plans.

37. Owner will take responsibility for maintenance and custodial services for the building following Substantial Completion. Maintenance shall be limited to accepted areas only.
38. All electrical meters to be applied for in Ownership name and paid by Ownership during construction. Owner to invoice Contractor for prorated costs of unit meters from meter set through turnover and hour meter in accordance with the agreement.
39. No costs are included in the Contract Sum for purchasing water from an offsite supplier(s) &/or other municipality. Contractor assumes it can use the onsite meter &/or hydrants for construction water
40. All subcontractor pricing has been provided net of any OCIP credit.
41. Contractor to provide temporary protection around all PG&E facilities prior to the inspector being on site. Assumes no underground utilities interfere or impede with installation of these temporary protections.
42. Any and all analytical testing costs for soils shall be the responsibility of the Owner. No additional testing is anticipated at this time based on current conditions.
43. Rockridge Geotech Report Dated November 18, 2021 relates only to the following scopes of work until:
 - a. Structural Concrete
 - b. All other trades referenced Cornerstone Geotechnical Report dated 2/22/21.
44. Any deviation from Exhibit L Basis of Design will need Owner written approval.
45. Owner has expressed the desire to occupy the project by a Phased Occupancy and to move the start & build of Building C up in the overall schedule as much as possible in order to avoid further escalation. Contractor and Owner shall use best efforts to facilitate a phased occupancy with Owner & City of Mountain View, however, execution is solely dependent on the City of Mountain View allowing & though turnover would be expected after Phase I delivery, parking won't be fully available in a Substantial completion phase due to being included below building B entrance/exits.

DIVISION 1:

Site Security

Qualifications:

1. Security cameras are currently provided during precon & for duration of project.
2. Walking Guard (Full time nights/weekends, when contractor isn't present, starting at time of lumber drop). This will be provided by adjacent Market Rate Housing project.

Exclusions:

1. NA

DIVISION 2: SITE IMPROVEMENTS

Site Engineering/Staking

Qualifications:

1. Contractor is relying on Architect for building dimensioning horizontal and vertical, Civil Engineer for Off-Site dimensioning and Landscape Architect for finish grade design.
2. Contractor to notify Owner & Architect of any known discrepancies.

Exclusions:

1. Any and all monument establishments, new monuments or relocation of existing monuments.
2. Any request for staking made by City of Mountain View deemed by Contractor and Owner to be outside of the scope of this agreement.

Hazardous Waste Removal

Exclusions:

1. Excludes any and all hazardous waste removal.

Demo**Qualifications:**

1. Includes demolition of Off-site work shown on Civil Plans Sheets.

Exclusions:

1. Excludes any and all hazardous waste removal.
2. Onsite Demo(Included in Preconstruction agreement).

Vapor Mitigation:**Exclusions:**

1. All vapor mitigation is excluded.

Mass Excavation & Site Grading**Qualifications:**

1. In the event that Palisade Builders uncovers soil that is materially different in composition from the soil samples previously tested, resulting in additional costs for disposal requiring fees for Class I, II or III (not currently contemplated), these costs will be addressed in accordance with Article 7 of the General Conditions of the contract.
2. Includes all costs to dispose of the existing soil based on the Excavation & Soil data provided in the documents.
3. All off haul is considered clean fill non-regulated or restricted free of any debris and does not contain any contaminants above the SWRCB contractor-based screening level for residential re-use.

Exclusions:

1. Additional testing will be required & will be qualified by the available receiving site at the time of off-haul.
2. Wet weather condition grading.

Lime Treat**Qualifications:**

1. Also includes treatment under Building C SOG of approx. 70,000 sf at 5% maximum lime at maximum of 18" depth.
2. If deemed not required, amounts will be deducted via Change Order.

Rough and Finish Grade**Qualifications:**

1. Rough grade and over excavation on SOG portions per soils report.
2. Assumes 8" of off-haul and import of planting topsoil at self-retaining areas identified on the Civil Drawings in lieu of 24" shown.
3. Budget is to be amended upon approval for the difference.

Wet Utilities:**Qualifications:**

1. Contract SOV is based on Utility Drawings and all associated documents listed.
2. Per soils report, no Ground water is indicated at design depths therefore, no dewatering is included.

Exclusions:

1. Depth of existing street asphalt unknown estimated in Shoreline no more than 12". All excess will be change order.
2. Any additional Potholing of existing utilities.
3. Any contaminated material encountered.

4. Import other than bedding and shading material.
5. No costs included for replacement of filter media at storm filters.
6. No concrete encasement included.
7. Sanitary lateral cleanouts not shown and are not included.
8. Design/Engineering.
9. Unknown conflicts with existing utilities.

Joint Trench - Allowance

Qualifications:

1. Contract SOV is based on estimate provided by Giacalone on 6/29/21 using their Preliminary Joint Trench drawings.
2. Temp Power & distribution included in Joint Trench Allowance.

Pavement Markings, Bumpers

Qualifications:

1. Includes like for like replacement after grind and overlay of existing.
2. All traffic markings and signs shown on Civil Plans.
3. Drive Isles as shown, Bike Path, ADA, Crosshatched zones, arrows and Do Not Enter, Red Curbs, Parking Stalls, Car Share and wheel stops as shown.

Exclusions:

1. Seal coating of striping not shown in Project Documents.
2. Truncated domes not shown in Project Documents.

SWPPP

Qualifications:

1. Includes SWPPP installation and maintenance for duration of the project.
 - a. Contractor to furnish and install all SWPPP BMPs. Contractor to adhere to the Project SWPPP and NOI requirements.
 - b. GC responsible for QSP and QSD responsibilities along with SWPPP, Annual Reports.

Exclusions:

1. Water Pollution Control Plans, Permits or Notice of Intent Filing.

Asphalt Paving

Qualifications:

1. For on Site or Off-Site paving, includes rough and finish grading including base rock at PCC flatwork and paving areas.
2. Priced per current market 12/15/21.
3. Assumes price/ton:
 - a. Onsite: \$225/ton
 - b. Grind/Overlay: \$685/ton
 - c. Deep Lift: \$375/ton

Exclusions:

1. Slurry seal.

Landscape & Irrigation

Qualifications:

1. Costs for relocation of trees included in A-B budget.
2. Includes 90-day maintenance period starting at the time of substantial completion or Phased occupancy.
3. Does not include the cost or sourcing plant material from any retail nurseries i.e. "Moon Valley Nursery, Monrovia, or the like.

Exclusions:

1. Geoboard at all planters.
2. Root Barriers (unless noted in project Documents).
3. Herbivore control.
4. Excludes structural soil for any planting areas.
5. Leaching of soil.
6. Any reclaimed water piping, boxes & cross contamination testing.
7. All copper irrigation.

Landscape & Irrigation VE OPTIONS

Qualifications:

1. Adjustments for landscape that have been included are:
 - a. Reduce 36" Box trees to 24" for a savings of \$23,928
 - b. Reduce 15 gal shrubs to 5 gal for a savings of \$29,126
 - c. Reduce 5 gal ground cover to 1 gal for a savings of \$8,006
2. Eliminate DG picnic area & replace with unspecified planting for a value of (\$33,985).

Landscape Furnishings

Qualifications:

1. Add alternate Allowance for un-specified site furnishings listed as "outdoor Games" and Outdoor Lounge Furniture" per the Color & Finish Schedule is not currently included in the budget. The Add alternate, if selected, includes all landscape furnishings as shown below for a value of \$33,985.08 + M/U:

40000	Site Furnishings	1.00	Isum
	Benches	4.00	ea
	Picnic Tables	2.00	ea
	Picnic Tables ADA	1.00	ea
	Custom Benches	1.00	ea
	Landscape Forms Freight	1.00	Isum
	Chair	5.00	ea
	Bar Tables	4.00	ea
	Bike Racks	11.00	ea
	Soma Seating	5.00	ea
40010	Unidentified Site Furnishings Allowance	1.00	Isum
	Ping Pong Table	1.00	ea
	Hammocks	4.00	ea
	Swinging Chair	4.00	ea
	Table w/ 4 Chairs Type 1	4.00	ea
	Large Tables w/ 8 Chairs	1.00	ea
	Chairs Type 1	14.00	ea
	Square Coffee Table	4.00	ea
	L Shaped Couch	1.00	ea
	Table w/ 2 Chairs	2.00	ea

40010	Unidentified Site Furnishings Allowance	1.00	Isum
	Chairs Type 1	4.00	ea
	Square Coffee Table	1.00	ea

Exclusions:

1. Escalation.
2. Any items listed as FFE.
3. Site furnishing are priced at today's prices, escalation of materials and freight is not included in current pricing.

Landscape Pottery

Qualifications:

1. Chandler fiberglass pottery ILO Kornegay concrete.
2. Deco Planters in lieu of Turnosol as originally budgeted at rooftop decks. There is no current documentation for the Turnasol product.
3. Pottery included as referenced in Park West detailed breakdown dated 10/14/21 shown below.

40005	Pottery	1.00	Isum
	Pottery at Stoop Type 1	8.00	ea
	Pot at Stoop Type 2	8.00	ea
	Pot at Stoop Type 3	5.00	ea
	Pot Type 5	13.00	ea
	Tournesol Freight	1.00	Isum
	Kornegay/Landscape Forms Freight	1.00	Isum
40005	Pottery	1.00	Isum
	Roof Planter Type 3	4.00	ea
	Roof Planter type 1	2.00	ea

Exclusions:

1. No escalation on Pottery or Furnishings, pricing are today's prices.

Street Lights - Allowance

Qualifications:

1. Included in Joint Trench line item.

Exclusions:

1. Any temporary street lighting or structures.

DIVISION 3: CONCRETE

Structural Concrete

Qualifications

1. Formed surfaces will achieve SF-1.0 for surfaces not exposed, SF-2.0 for surfaces exposed to view as defined by the ACI 301-10 "Specifications for Structural Concrete."
2. Assumes saw-cutting of control joints is acceptable.

Specific Structural Concrete Exclusions:

1. Joint sealing of construction or control joints.

2. Application of concrete sealers or cure sealers.
3. Application of rubbed, sacked or other architectural features other than what is specifically noted.
4. Slip-resistant granular finishes, epoxy coated rebar or dowels, blanket curing, allowance for additional rebar or PT cables, smooth concrete or epoxy injections.
5. Granular fill under mat foundation.
6. Any admixtures to concrete except as required by structural design.
7. Architectural finishes or class A finishes.
8. Sand under SOG.
9. Corner guards at columns or walls.
10. Exclude Smooth Concrete.
11. Epoxy injections.
12. Colored Concrete.
13. Galvanized anchor bolts or hold down bolts.
14. 7-Day moist cure.
15. Topping slabs or Mechanical slabs.

Site Concrete (Onsite & Offsite)

Qualifications:

1. Type I and Type 2 pedestrian concrete is natural grey finish per City of Mountain View standard spec.
2. Good Neighbor fence footings.

Site Concrete Exclusions:

1. Hardeners unless required by manufacturer's recommendations.
2. Waterproofing of flatwork.
3. Specialty finishes other than what is shown or specified in contract documents.
4. Caulking of any concrete joints not identified in Project Documents.
5. Foundation for monument sign.

Gypcrete + Acousti-mat

Qualifications:

1. Pour 1" Maxxon Gyp-Crete 2000 (2500psi) at units & miscellaneous rooms and 1 ¼" at corridors & stairwells main landings at 2nd to 5th floors. Acousti-Mat 3/8 at 100% of units & miscellaneous rooms at areas to receive Gyp-Crete.

Gypcrete Exclusions:

1. All acoustical mat underlayment at corridors & stairwell landings.

Interlocking Pavers

Qualifications:

1. Precast Pedestrian Unit Paving Type 1, 3 and 5 (No # 4 Paver) are Ackerstone, stacked or running bond, no color selection. Priced as standard color.
2. No Precast Vehicular Pavers are shown for this project.
3. Thermally modified 1"x6", non-grooved in lieu of Thermory 5/4 x 6 max grooved (See Exhibit C Add/Alt for Thermory 5/4 x 6 max grooved.)
4. Includes site applied stain (Messner Stain Natural Finish Model #MH-500-1)
5. Wood decking includes hidden clip fasteners.
6. Colors to be selected from manufacturer's standard colors.

Interlocking Paver Exclusions:

1. Nonstandard color or special top coat.
2. Sand joints at on-grade pavers.
3. Sealing of Modular pavers.
4. Pavers at podium level unit patios where not shown on Landscape or Architectural plans.

5. Mortar setting of pavers.
6. Edger setting or edgers not shown.
7. Concrete sub slab below pavers.

Interlocking Paver VE OPTIONS:

Qualifications:

1. Adjustments for Interlocking Pavers that have been included are:
 - a. Removal of Pavers area 1 (\$89,651)
 - b. Removal of Paver area 2 (\$19,544)

DIVISION 4: MASONRY

CMU-Site

Qualifications:

1. Assumes precision CMU Block walls (grey) at courtyard BBQ.
2. Assumes high lift grouting is acceptable and can be used at Contractor's option.

CMU Exclusions:

1. Split face, ground face or colored block
2. Integral water repellent in CMU or Mortar.
3. Non-shrink grout.
4. Painting of any kind.
5. Sealing of any kind.

DIVISION 5: METALS

Structural Steel, Stairs Handrails, Guardrails, Misc. Metals

Metals General Exclusions:

1. Aluminum, stainless or any other type of non-ferrous rails of any kind with the exception of the spa rails, glass rails and Aluminum Trellises.
2. Steel stairs within the building (wood framed stairs by framer)
3. Integrated tread identification (stripe to be cleanly painted or applied).
4. Specialty coatings for steel of any kind other than standard shop primer.
5. Mill certs for fasteners &/or tie down hardware unless required by city standards.
6. Commercial blast cleaning or other type of cleaning besides hand tool cleaning.
7. Hot dipped galvanized steel.
8. Powder coating.
9. Parapets at roof do not show bracing of any kind.
10. Corner Guards.
11. Any and all structural steel not shown for attachment of any design build steel items.
12. Lighted handrails.
13. Pachometer, X-ray or similar testing.
14. Any design costs or Engineers Stamped Drawings. (not withstanding typical shop drawings and calculations).

Structural Steel

Qualifications:

1. Includes shop primed structural steel per Plans and specs

Metal Exclusions:

1. Any design costs or Engineers Stamped Drawings. (not withstanding typical shop drawings and calculations).

Balcony / Patio Railing Tube Steel & Bok Modern - Allowance

Qualifications:

- 1 Punched Panels (BOK Modern Like) Architect will design punch panel to look like Bok Modern but not infringe on Bok Modern Pattern copywrite.
- 2 The following VE are potential targets that haven't been recognized or confirmed in value. If VE is recognized for the following items they will be directly deducted from the Metals. If the Metal VE options are not taken, the GMP value will increase accordingly by (\$155,447).
 - a. VE Allowance of (\$155,447) for non-BOK standard pattern per forthcoming TCA design.

Balcony/Patio Railing & Bok Modern Exclusions:

- 1 AISC certification for shop or erector.
- 2 Pachometer, X-ray or similar testing.

Trellis

Qualifications:

1. The following VE has been recognized or confirmed in value. Value reduced as reflected below.
 - a. Courtyard C, Eliminating 1 of 2 each – (\$65,094) reflected in budget.

Trellis Exclusions:

1. Any item not shown on the plans.

Elevator Steel

Qualifications:

1. All steel shop primed.
2. Leveling nuts provided.
3. Elevator divider screens per minimum code requirement.

Elevator Steel Exclusions:

1. Any item not shown in project documents.
2. Any finish other than shop primer.

Canopies

Qualifications:

1. All Shop primed.

Canopies Exclusions:

1. Any item not shown on the plans.

Landscape & Ornamental Steel

Qualifications:

1. Security fence and gate panels.
2. Shop Primed.

Landscape & Ornamental Steel Exclusions:

1. Any item not shown in project documents.
2. Galvanized or specialty coatings.

DIVISION 6: WOODS-PLASTICS

Cabinets @ Units

Qualifications:

1. The following VE is recognized for the following items that will be directly deducted from the Cabinets Line item.

- a. Lanz Cabinets in Andes Skyline or Grandview collections is included.
2. The following VE has been recognized or confirmed in value as shown below & removed from the current budget:
- a. Single Wall drawer guides (\$9,504)
 - b. Standard close hinges ILO soft close (\$4,739)
 - c. Standard vanities ILO floating (\$3,456)
 - d. 12" upper cabinets ILO 13" (\$5,040)
 - e. Remove shadow line above cabinets (\$5,760)
 - f. Remove valance light panel (\$5,760)
3. Construction per Lanz standards which are modified from spec and include the following:

FEATURE	NOTES	X	FEATURE	NOTES
lazy susan			plywood drawer – butt joint	
quarter turn shelves			plywood drawer - dovetail	
easy reach corner			particleboard drawer	
tilt trays (plastic, 2 per sink)			value metal box drawer	
tray section (12" wide)		X	premier metal box drawer	
roll-out shelves (base cabinets only)			side mount – ¾ extension, standard close drawer guides	
waste/recycling pull-out			side mount – full extension, standard close drawer guides	
door mount kit		X	under mount – full extension, soft close drawer guides	
medicine cabinets		X	soft-close door hinges	
pot & pan or file drawers			single demountable hinges	
locks		X	decorative hardware	
closet rod			melamine interiors other than white	
X toe skin			matching species veneer interiors	
X interior hood housing			finished tops	
exterior hood housing			finished bottoms at upper cabinets	
X refrigerator side panels	¾" thick	X	breadboards	Per code
X 24" deep over refer cabinet			floating shelves	
angled cabinets			glass doors	
corbel supports (available in wood only)		X	open cabinets with matching interior to door face	At Bathrooms noted "L"
dishwasher top trim			wall-mounted vanities	
X under upper cabinet light valance (Lanz does not supply lighting)		X	RDT (removable base cabinets for accessibility)	Per code
X top valance/shadow line	Lanz standard (routed channel excluded)		oven cabinets	
X blind upper cabinets		X	finished backs at islands/peninsulas	Over pony wall
X blind base cabinets				

Cabinets @ Units Exclusions:

1. ¾" case construction.
2. Base shoe, crown molding, and shadow line materials (unless otherwise noted).
3. Oven cabinets (assume freestanding range) unless otherwise noted.
4. Matching Floating shelves.
5. No VOC acetone-based sealers and lacquers or other finishing products.
6. Black melamine shadow line at soffit.

Rough Carpentry

Qualifications:

1. Includes all labor.
2. Rough Carpentry line item includes Material & hardware.

3. Assumes Simpson, Earthbound or Zone 4 Hold down/tie down system at contractor's option.
4. Fire treated material for type-IIIA wood structure where identified in Project Documents.
5. To guarantee all exposed lumber grading to be per plan or alternate agreement and WWPA Western Lumber Grading Standards, but will not guarantee for other blemishes, such as cracks, checks or splits.
6. Fire treated wood only as shown in Project Documents.
7. Assumes furred plumbing walls in units to be framed of wood in lieu of metal stud.
8. Contract sum assumes that drywall layer between bearing/rated wall and plumbing wall will be removed. Assumes rating will be achieved incorporating the plumbing wall into the assembly. This has been done on recent projects with Contractor, however, in the event that AHJ does not accept this design intent, there will be added cost.
9. All stairs from podium to top floor are wood.
10. Project assumes that Contractor will be pre-purchasing materials in advance of the framing start on site. Additionally, all other wood products will be ordered in advance in order to secure lumber and exposure to the upward trend in lumber pricing. Lumber purchases will be made upon contract execution. The Owner agrees to coordinate with contractor in making payments early, if required, in order to lock the price of lumber.
11. Additional savings has been realized by changing the current design from TJI joists to open web trusses. If the design will not allow the use of open web trusses, the cost increase will adjust to the market purchase price of TJIs at the time of decision.

Rough Carpentry Exclusions:

1. Marine Grade Plywood.
2. Non-catalog/specialty/custom framing hardware unless specified on plans.
3. Engineering/re-design work.
4. FSC (Forest Stewardship Council) wood (i.e., wood harvested sustainably).
5. Insect/termite treatment.
6. Full exterior wrap.
7. Parapets at roof do not show bracing of any kind.

SIDING (HARDIE)

Qualifications:

1. Includes Reveal accessories for transitions in Reveal locations and standard size Hardie trim pieces for lap and soffit locations.
2. Reveal included as 7/16" thick panels factory primed and field painted. Panels assumed as smooth or Cedarmill.
3. Ship Lap included as 5/16" thick planks, factory primed and field painted. Planks assumed as smooth or Cedarmill.
4. Insect screens as required for open systems.

Siding (Hardie) Exclusions:

1. Integral color.

SIDING PHENOLIC (FUNDERMAX per Project Documents)

Qualifications:

1. Concealed system.
2. Ownership has approved the Siding VE to include Trespa in lieu of Fundermax. If Trespa isn't approved by the City of MVW, Fundermax will be included at market rate pricing at the time of decision.

Exclusions:

1. Colors other than standard Trespa colors.

DIVISION 7: THERM & MOIST PROTECTION

COLD FLUID APPLIED - PLANTERS ON GRADE/ ROOF DECKS

Qualifications:

1. Planters include Tremco "TREMproof 250GC (120 mils) with "2550 Protection Board (1/8") and TremDrain drainage composite for planters @ roof deck & podium.
2. Roof decks w/pavers include CIM Industries, CIM 1000 (90 mils), Roof Deck waterproofing with W.R. Meadows "PC2 (1/8") asphalt protection board and GCP Applied Technologies, "HydroDuct 660 drainage board."
3. Includes standard colors.
4. Flood testing & flood/leak mapping (Electric-Field Victor mapping or similar) for Roof decks only.

Cold Fluid applied – Planters on grade/Roof Decks Exclusions:

1. All ramps or other means of ADA deck entry.
2. All cement.
3. Excludes all planter pots, "Geotech" foam fill, sealants, flashings & counterflashing.

Waterproofing Private – Pli-Dek**Qualifications:**

1. Pli-Dek, "ICC-ES ESR-2097."
2. Levels 2-5-unit balconies.
3. Knockdown finish and standard colors.

Waterproofing Private – Pli Dek Exclusions:

1. None.

Insulation**Qualifications:**

1. No FSK Batts used (FSK in Specifications) Not required in this climate zone.
2. Poly at exterior windows and doors per T-24 Requirements.
3. All Insulation Is Unfaced Batts.
4. R11 unfaced batts at interior bathrooms and interior bedroom walls
5. Unfaced Batts to be Friction Fit.

Exclusions:

1. Insulation at any Drop Ceilings, unless Specifically Called out in Project Documents.
2. Vapor Retardant/barrier at Walls, Floors and Ceilings.
3. FSK or Kraft Faced Batts.
4. Insulation at Partition Walls (Bedrooms and Bathrooms) at Units.
5. High-density rigid insulation.

Roofing**Qualifications:**

1. Power grip anchors included as shown in Project Documents.

Roofing Exclusions:

1. Flood testing(aside from standard testing at drain areas per specs) & flood/leak mapping (Electric-Field Vector mapping or similar).

Flashing & Sheet Metal**Qualifications:**

1. All Sheet Metal Flashings assumed as galvanized or bonderized. Bonderized to be used where exposed and painted. Galvanized to be used where concealed.

Exclusions:

1. 20-gauge (or heavier) sheet metal except as shown in Project Documents.
2. Aluminum sheet metal.
3. Stainless steel flashings other than those in contact with earth.

4. Excludes all inside corner, outside corner, dissimilar material transitional and termination sheet metal not detailed in Project Documents.
5. Excludes soldered joints unless specifically shown in Project Documents.
6. Hemmed edges on exposed transition flashings unless shown.
7. Excludes all Pre-Finished metals.

Fireproofing

Qualifications:

1. Fireproofing of any primary structural members in Type 3 Building detailed with only 1 layer of drywall identified in the Project Documents.
2. All other steel to be covered with drywall.

Fireproofing Exclusions:

1. Sand/bead blasting for steel prep.
2. Monocoat.
3. Any steel or wood posts, beams or other pieces not shown to receive fireproofing or fire protection in Project Documents.

DIVISION 8:

DOORS & WINDOWS

Qualifications:

1. Windows are VPI, Endurance Series, Bronze Exterior, White Interior.
2. Only casement windows are able to meet the U-Factor in Specifications. All other windows are U-Factor 0.27 or higher.
3. All windows are SHGC 0.24 or higher and do not meet the SHGC requirements.
4. Performance ratings do not match specifications, previously provided to architect as referenced in RFI PC-01 & PC-04.

Doors & Windows Exclusions:

1. Window testing to be contracted and paid for by Owner.
2. Specs call out GCP applied on 07 28 00-4, but is not shown on flashing installation sheet, therefore excluded. **RFI response pending.**
3. Acoustical Testing.

Storefront

Qualifications:

1. Hardware is not specified. Standard storefront hardware is included with assumptions made by subcontractor. TCA reviewing – confirmation of assumptions PENDING.
2. Flashing per project documents.

Exclusions:

1. Specialty/non-standard frame sizes or specialty finishes.

Doors/Millwork

Qualifications:

Units

1. The following VE have been recognized or confirmed in value & removed from the current budget.
 - a. Closet Maid “super slide” closet systems ILO Elfa (\$95,800)
 - b. ½”x3-1/2” E1E MDF base ILO FJ base (\$134,000)
2. All door hardware is satin chrome.
3. Unit entry Lockset: Schlage CS-210 with Norton closures.
4. Interior Locksets are Kwikset.

Common Areas:

1. Assumes DCI door manufacturer is used for hollow metal doors and frames.
2. Hardware: Schlage "D" lockset, Norton closures, VonDuprin 98 exit devices, satin chrome and aluminum finish.
3. Thresholds: Per Hardware list.
4. Integrated Doors: Total Door.
5. Misc. Hardware (Hinges, Stops, Flush bolts, etc.): CalRoyal, satin chrome and aluminum finish.
6. All Hardware is satin chrome or aluminum finish, no black finishes
7. Base ½" x 5" Generic, casing is 9/16" x 2 ¼" Generic.

Exclusions:

1. Medicine Cabinets.
2. Stain grade doors.

DIVISION 9: FINISHES**Plaster/Scaffolding****Qualifications:**

1. The following VE is recognized for the following items that have been directly deducted from the Plaster/Scaffold Line item:
 - a. Removal of Acrylic Add Mixture for a savings of (\$33,076).
 - b. Removal of Acrylic Finish Coat for savings of (\$168,390).
 - c. Removal of rainscreen for savings of (\$132,307)
 - d. Stucco Finish to be 20/30 ILO 30/30 finish for savings of (90,208)
 - e. Removal of Weathersmart (\$7,167)
2. Standard expansions joints included.

Exclusions:

1. Custom expansion joints.
2. Integral color
3. Wire tying of plaster accessories to metal lath- expansion joints to be nailed to substrate.
4. Pre-treated base coat.
5. BMI Silo
6. Plaster "Accelerator" products.
7. Drain mat/rainscreen.
8. Acrylic stucco.
9. Stucco applications at any landscape elements, including under brick, tile not specifically shown, etc.

Drywall/Metal Soffits**Qualifications:**

1. Level 3 finish: Units, lobbies, stairwells, maintenance room and corridors to receive Level 3 light Orange Peel and prep coat.
2. Level 4 finish: at all wallpaper areas Level 5 Smooth walls where wall finish at amenity rooms where shown.
3. Back of house areas to receive fire tape and spotting of screws/nails.
4. Review of any light gauge framing deferred submittals to be done by Engineer of Record.
5. Interior metal stud framing below podium assumed as 20 gauge.
6. Fire rated Acoustical caulking at electrical outlets in party walls and corridor walls.
7. Contract sum assumes that drywall layer between bearing/rated wall and plumbing wall will be removed Assumes rating will be achieved incorporating the plumbing wall into the assembly. This has been done

on recent projects, however, in the event that AHJ does not accept this design intent, there will be added cost.

8. All dropped ceilings included per Project Documents.

Drywall/Metal Soffits Exclusions:

1. Foreign Sourced Gyp-board.
2. Drywall wrapping of primary structural elements outside it's enclosure in wall cavities, unless specifically shown on contract drawings.
3. Joist bay wraps/joist channels excluded.
4. RSIC clips or any other acoustical isolation means for drywall not shown in project documents.
5. Metal stud framing & drywall at underside of steel stairs not shown in project documents.
6. Boxing Out of Recessed Lighting in Units or Corridors not shown in project documents.
7. Soundboard / Quiet rock not shown in project documents.

Kitchen, Vanities - Countertops

Qualifications:

1. P-lam counters in kitchens and baths
2. Formica 6698-58 per plans

Kitchen, Vanities – Countertops Exclusions:

1. Sub tops.

Common Area Counters

Qualifications:

1. P-lam counters in common areas per plans

Common Area Counters Exclusions:

1. Subtops.

Common Area Flooring

Qualifications:

1. Common area resilient flooring and carpet per plans and specs.

Common Area Ceramic Floors & Walls

Qualifications:

1. Common area tile per plans and specs
2. Red Guard for all waterproofing and crack control.

Exclusions:

1. Sealant

Unit Flooring (LVP)

Qualifications:

1. The following VE has been accepted by Owner & reflected from the current budget:
 - a. Shaw Optimum Plus 12 mil flooring.

Unit Flooring (LVP)Exclusions:

1. Matching base shoe.
2. Transition at tubs.

Painting

Qualifications:

1. Includes Kelly Moore per paint and finish schedules.
2. Unit Walls and Ceilings eggshell.

Painting Exclusions:

1. Painting of any MEPS installations aside from visible corridors or stair risers.
2. Anti-graffiti coatings.
3. Stains or sealers not shown for wood materials.

Signage

Qualifications:

1. Buildings A & B Design by Square Per 8/12/21 dated set.
2. No Building C Design by Square Peg. Design to be similar to A & B
3. No fees or permits included.

Signage Exclusions:

1. Sign Design work not shown in A & B.

Fire Extinguishers

Qualifications:

1. White steel painted cabinets with signs per code requirements.

Fire Extinguishers Exclusions:

1. Additional certification following initial installation following TCO.

Postal Specialties

Qualifications:

1. USPS Boxes as shown on Plans.
2. Parcel Pending Lockers per **Greystar Proposal dated 2/16/21**, is not reflected in budget. This scope to be included as an add alternate.

Postal Specialties Exclusions:

1. RFID readers and bar code readers other than provided by Parcel Pending. Package refrigerator systems, if any (by Owner).
2. Any Rough in for Amazon lockers (drywall, electrical and low voltage etc.) not shown on plans.

Bath Accessories Units

Qualifications:

1. Bath accessories included as Moen Taymore.

Bath Accessories Exclusions:

1. Medicine cabinets

Mirrors

Qualifications:

1. Pencil edge mirrors in all unit bathrooms

Exclusions:

1. Framed mirros

Common Area Restroom Accessories

Qualifications:

1. Assumed as standard items provided as Bobrick in stainless steel finish.

Exclusions:

1. Powered accessories.

Storage Lockers

Qualifications:

1. The following VE is recognized for the following items that have been directly deducted from the Storage Lockers Line item:
 - a. Reduction in line item by changing spec to Calwire, all wire locker with standard sizing of 4'x5'x7'-6".
2. Hardware includes a Hasp latch for tenant provided lock.

Storage Locker Exclusions:

1. Specialty finishes.

Bike Racks

Qualifications:

1. To fit 72 bicycles located in Building C
2. Includes 2 fix-it stations.

Bike Racks Exclusions:

1. Lift assist.
2. Locking mechanisms.

DIVISION 11: EQUIPMENT

Appliances (Units Only)

Qualifications:

1. Ownership to arrange for extended pricing with LG.
2. Appliances included as the following:

STANDARD UNIT APPLIANCES	
WRB329DMBM	WHIRLPOOL 30" FULL-DEPTH SD REFRIG W/ ICE SS
WEE510S0FS	WHIRLPOOL 30" SLIDE-IN ELECTRIC RANGE SS
WMH31017HS	WHIRLPOOL 30" OVER-THE-RANGE MICROWAVE-HOOD SS
WDF330PAHS	WHIRLPOOL 24" FRONT-CONTROL DISHWASHER SS

MOBILITY UNIT APPLIANCES	
WRT541SZDZ	WHIRLPOOL 33" TOP-FREEZER REFRIG W/ ICE (ECKMFEZ2) SS
WEE510S0FS	WHIRLPOOL 30" SLIDE-IN ELECTRIC RANGE SS
WVU17UC0JS	WHIRLPOOL 30" UNDER-CABINET RANGE HOOD SS
WDF550SAHS	WHIRLPOOL 24" ADA FRONT-CONTROL DISHWASHER SS
WMC30516HZ	WHIRLPOOL MICROWAVE

Exclusions:

1. Stainless steel hoses for washing machines.

Appliances (Amenities)

Qualifications:

1. Included per plan as the following:

AMENITY AREA APPLIANCES	
JIS1450DS	JENNAIR 30" SLIDE-IN INDUCTION RANGE SS
SGE53X55UC	BOSCH 24" ADA FRONT-CONTROL DISHWASHER SS

HMD8053UC	BOSCH 30" DRAWER MICROWAVE SS
U-ADA24RS-13B	U-LINE 24" ADA UC REFRIG SS
U-ADA15IMS-00B	U-LINE 15" ADA UC ICEMAKER SS
WVW57UC0FS	WHIRLPOOL 30" CHIMNEY WALL HOOD SS
WG1202PH	WHIRLPOOL 1/2 HP IN-SINK DISPOSAL
OBS2402-24-FH	BBQ Cabinet Hampton Door SS
OTK6	Toe Kick – 84" Long, 6" High
B70400WH	Kenyon All Seasons Texan Grill 240V

2. Model numbers and style may be changed by Mfg.

Amenities Appliances Exclusions:

1. Price escalation not included.

Trash Chutes

Qualifications:

1. Electronically Interlocked Air Assist Automatic Opening Intake doors per chute.

COMPACTORS

Qualifications:

1. 2ea. AWF A500 Compactors.
2. 4 AWF 2FL 2 cy Front Load Bins.
3. 4 AWF Tow Bars.
4. 1ea. 2cy Towable containers.

DIVISION 12: FURNISHINGS

Window Coverings

Qualifications:

1. Includes Vertilux V3000 3% Manual Roller shades at unit exterior windows and patio doors Excluding Bedrooms.
2. Includes Aluminum fascia at all unit shades.
3. Includes Vertilux Sunset 0% Blackout Manual Roller Shades Bedrooms.

Exclusions:

1. Common Area window coverings

DIVISION 13: SPECIAL CONSTRUCTION

Good Neighbor Fence

Qualifications:

1. Wood Good Neighbor fence as shown per landscape plans.
2. Cedar or Redwood at contractor's choice due to availability.

Good Neighbor Fence Exclusions:

1. Stains or sealers.
2. Kiln dried materials.
3. Any custom fabricated hardware. Assumes all hardware to be stock Simpson products or equal.

Exterior Building Maintenance System

Qualifications:

1. Assumes Design by Highline Consulting is acceptable to Structural Engineer. Structural Engineer of Record to design equipment attachment and verify adequacy of building's structure to withstand the imposed loads of the equipment.
2. Any structural reinforcement required is excluded in this section. Included in framing.

Exterior Building Maintenance System Exclusions:

1. Any & all EBM equipment not incorporated into building structure.
2. Additional testing if required to be provided by Owner. Initial Load testing & certification included.
3. City permits may be required by the City and is excluded, by Owner.
4. System if subject to review Cal-OSHA.

Fountains - Allowance

Qualifications:

1. Owner requests VE to eliminate Building C courtyard fountain. This needs to be further designed by TGP. The fountain line item remains an Allowance until finalized. The target value for this deduction is (\$43,700) with an offset to landscape for irrigation, pots and planting.
2. Pacific Water Arts will only hold this proposal price for 1 year, dated 11/19/21, after that a new proposal is required.

Fountain Allowance Exclusions:

1. Engineer stamp if required by the city.
2. Any and all permits and fees.

PV SOLAR

Qualifications:

1. LG is the current design that is being replaced by Cal Solar as Design build due to cost & availability per Owner.
2. Cal Solar will act as Design Build and install 272 Phono 450W Bifacial Models 12-year Warranty/ 25 Year Performance Warranty.
3. 271 P505 SolarEdge DC Power Optimizers to be installed with a 25 Year Warranty. Includes 7 SolarEdge Three Phase inverters with 12 Year Warranty and 20 Year Performance Warranty.
4. 1 Solar Edge 3 Phase commercial inverter with 12-year warranty/ 25-year Performance Warranty
5. Estimated 120 attachments, not shown on plans

PV Solar Exclusions:

1. Testing if required to be provided by Owner.
2. City permits may be required by the City and is excluded, by Owner.
3. System, if subject to review by Cal-OSHA. Cost by Owner.
4. System must be purchased by end March 2022.

DIVISION 14: CONVEYING SYSTEMS

Elevators

Qualifications:

1. The following VE is a potential target that has not been recognized. If VE is recognized for the following items they will be directly deducted from the Elevator Allowance line item. If the VE options are not taken, the GMP value will increase accordingly by:

a. Reduction in speed to 200FMP	\$64,000
b. Air purifier	5,000
1. Includes (1) Otis G3 Edge Elevators. Center Slide 4000lb capacity with 200 fpm car speed.

2. Includes (1) Otis G3 Edge Elevators. Side Slide 3500lb capacity with 200 fpm car speed.
3. 4000 lb. Cars have a 4 ft opening not 3'6" per spec.
4. Spec. call for Gearless traction machine to be located in the shaft, they are rail mounted.
5. Hall lanterns are included per drawing per code without floor indicators.
6. Warranty period for all project elevators shall commence at Phased Occupancy TCO.
7. Single speed fan.
8. Includes standard cab finishes as offered by Otis. No Allowance included per Owner.
9. Acoustical report references ElSCO rollers. These are not compliant with our model elevator. We are using Otis roller guides.
10. Machine room doors should be made to swing out.
11. If requested to operate the elevator prior to acceptance or state inspection, it shall be performed in accordance with Otis' normal hourly labor rate per hour (2023 or 2024 rates not yet avail).
12. Flooring cannot exceed ½" or 3 lbs. per square foot.
13. No reference to interiors shown in spec except note for Formica, Otis uses Wilsonart. Wilsonart full premium Options included.
14. Door schedule does not match. Otis has 7' doors on all cabs. 48" center opening on 4000 lbs. cars and 42" side opening on 3500lb cabs.
15. Minor adjustments are required to the hoist way depths by ¼" reduction for Bldg. A car 1,4 & Bldg. B car 4.

Elevator Exclusions:

1. Access control.
2. Pit drainage, Not Required.
3. Swing service.
4. Lobby car position lantern.
5. Door hold button.
6. Enamel finishes.
7. "In-use" signal is not provided.
8. Acoustical report references ElSCO rollers. Not compliant with this model elevator.
9. 1.1. of specs, A Control room required by CEC 2016.
10. 1.4. of specs, Mfg. will not provide Design/Build Certificate.
11. 2.2.B3(Medical Emergency Operation: Comply with California Building Code for providing medical emergency operation) & 2.2.D.4.d(Medical emergency service) of specs excluded, Not applicable for the 3500 Cap Elevators.
12. 2.2.D.2(Operation: Computerized selective collective control with independent service as approved by Architect and designed for minimal waiting time for persons using elevators; provide complete acoustic isolation materials) -for duplex cars it will duplex collective operation.
13. 2.2.D.2.a (Machine: Gearless traction machine located in shaft.)- machines are rail mounted.
14. 2.2.D.3.d(Hall position indicator) & 2.3.G.4(Lobby Car Position Indicator: Provide car position indicator above elevator hoist way entrance at Main Floor lobby, as approved by Architect) excluded.
15. 2.3.E Hostway Entrances: Provide formed metal entrances with struts, hanger headers, fascia plates, toe guards, and Underwriters' Laboratory labels) - Using model bolted entrances.
16. 2.3.F. 5/6(Ceiling: Removable stainless-steel LED downlight type. Ceiling: Manufacturer's standard LED luminous ceiling)-Included FC6 downlight ceiling finished in brushed stainless for all cars.
17. 2.3.H.2(Two-speed fan) – providing single speed fan.

DIVISION 15: MECHANICAL

Plumbing

Qualifications:

1. Fiber Care single piece Tubs with Subway Tile impression have been included

2. Water main is included as CPVC in the buildings and EVOPEX in the units.
3. Electric Heat pumps in place of Gas Water Heaters proposed.
4. Water heating system per CJS design.
5. Under slab plumbing included as DWV PVC.
6. Landscape piping is included as PVC.
7. Waste is cast iron.
8. Fixtures Kohler/Sterling fixture package:

Unit Plumbing Fixtures			
Description	Brand	Model #	Color/Finish
Kitchen Sink	Ceco	454-5.5-SS	Stainless Steel
Kitchen Faucet (Base)	Kohler	K-22972	Stainless
Kitchen Faucet (Base)	Kohler	K-596	Stainless
Kitchen Faucet (Upgrade 1)	Kohler	K-22033	Stainless
Kitchen Faucet (Upgrade 2)	Kohler	K-22974	Stainless
Bathroom Sink	Kohler	K-20000	White
Bathroom Faucet	Kohler	K-97060-4	Brushed Nickel
Tub/Shower Molded	Fibercare	TBD	White
Tub Faucet, Mixing Valve, Shower Head	Kohler	K-TS907074-4G	Brushed Nickel
Toilet	Sterling	402313	White
Toilet Seat	Kohler	K-4636	White

Plumbing Exclusions:

1. Disinfection of water pipes other than what's required by code (domestic water only).
2. Cold water insulating pipes, except within 5 ft. of water heaters.
3. Connection fees.
4. No Grab bars for tubs or showers, backing only.
5. Recycled water piped into the building.
6. Slurry or engineered soil backfill for any underground pipe/structure.
7. Expansion loops at storm-waste lines.
8. Smitty Pans.
9. Deck drains at private patios.
10. Gas to units.
11. Copper Piping.

Submeters

Qualifications:

1. Owner has selected ConService: Includes 1 hot and 1 cold water meter per unit. Repeaters and single collector unit included.
2. Unit Remote readers included and are wired with Cat5 wire to water meter. Locations TBD by Owner.

Submeters Exclusions:

1. Dedicated AC outlets for reader repeaters at any location other than IDF closets/locations selected for the data collectors.

Fire Protection

Qualifications:

1. Included as Design Build by Aegis.

2. Residential Recessed Sprinklers shall be utilized within living units, Commercial Quick Response Recessed Sprinklers within corridors, and Standard Response Commercial Sprinklers within the, mechanical & electrical rooms, and other exposed areas.
3. The leasing office and amenity areas shall receive Commercial Quick Response Concealed Sprinklers.
4. Includes standard white trim.
5. Piping exposed in stairwells.

Fire Protection Exclusions:

1. 1000 GPM Diesel Fire Pump.
2. Trim color other than white.
3. Fire sprinkler system detention pond.
4. Cathodic Protection.
5. Additional Garage seismic bracing not shown on plans.

Heat and Ventilation

Qualifications:

1. Includes Carrier Fan Coils and heat pumps for units and Carrier wall mounted heat mini splits at common areas as noted per plans.
2. Spiral duct with FSK duct wrap (Common Areas).
3. Duct board plenums and Quietflex metalized flexible duct in residential units.
4. Neoprene isolation of fan coils units
5. Spring vibration isolators at rooftop units.
6. Complete one-year warranty on all parts and labor beginning [at Phased Occupancy TCO, not](#) from Substantial completion.
7. Extended ten (10) year manufacturer’s warranty on Carrier Equipment.

HVAC Exclusions:

1. Dryer lint cleanouts with access panels.
2. Dryer booster fans.
3. Spring isolators for fan coils in unit drops
4. Certified testing and air balancing are not included.
5. Title 24 CHEERS/HERS verification testing will be done by others.
6. Garage Ventilation – All HERS and duct pressure testing is not included.
7. Sound traps at C.O. fan rooms.
7. Garage seismic bracing not shown on plans.

DIVISION 16: ELECTRICAL

Electrical

Qualifications:

1. Provide PV conduit to roof from switchgear per one-line drawing.
2. Assumes pre-purchase of all commodity driven materials including, but not limited to:
 - a. Romex
 - b. Switchgear

Electrical Exclusions:

1. Recessed can fire hats or umbrellas.
2. Unit or common area security (except for Leasing).
3. Fire alarm system or signage increased scope of work that exceeds code requirements as mandated by the City of Mountain View Fire Marshall unless shown on the contract plans.
4. Low-level exit signs or exit signs not currently shown on drawings.
5. Copper sub feeds and copper bussing.
6. 3rd. party testing.

7. VDF Controllers.
8. Garage seismic bracing unless shown on plans.
9. PV conduit other than shown on plans.
11. Security - Butterfly MX at Parking below Leasing.
12. Current ID set shows front door light which is not included on the electrical plans and therefore excluded.

DAS Allowance

Qualifications:

1. Design build.
2. Final cost of DAS system cannot be determined until the garage is completed and testing is done, additional cost may be required in order to cover dead areas within the garage.

Exclusions: NA

Low Voltage

Qualifications:

1. Two-Way (Area of Refuge) Per plans.
1. Plans for Low Voltage have been prepared by Red Rock Technologies under the direction and paid by Owner.

Exclusions:

1. Plenum rated low voltage wire considered unless required per the individual application.
2. Areas of refuge intercom system beyond what is depicted on plans or if directed by the Fire Marshall.
3. Any two-hour rated wire/cabling.
4. Battery and Command center upgrade if required by MVW Fire.

Electrical portion of Audio Visual

Qualifications:

1. Per Red Rock Plan Set.

Audio Visual Exclusions: NA

Electrical portion of Audio Visual – VE ALLOWANCE

Qualifications:

1. Per Red Rock Plan Set.
2. The following VE are potential target is currently deducted from the budget per discussion with Specialized Audio & Visual with no confirmation of value. Redrock is currently the designer/installer. If the Audio Visual VE options are not taken, the AV line item will increase accordingly by \$25,000.

Lighting Fixtures (Allowance)

Qualifications:

1. Budget number included is to provide fixtures listed on the plan set.
2. The Lighting Fixtures is an Allowance and includes a target deduct value of (\$118,000) that is currently reflected in the GMP Budget.

Exclusions:

General

Qualifications:

1. All planning, development and permits and utility contracts have been procured as shown in Exhibit G. All associated fees will be or have been paid by Owner.
2. All school tax, fees, park, traffic, encroachment permits, parkland, and recreation fees and similar fees by owner.
3. Fees for PG&E design, engineering by Owner.

4. Assumes data utility companies (Broadband, CATV, and Satellite) shall furnish and install all required wiring to MPOE location, and provider requirements. Budget excludes procurement, processing, activation, handling, engineering or preparation of any document related to the utility agreements or applications. All planning, development and permits and utility contracts have been procured as shown in Exhibit G. All associated fees to be paid by Owner.
5. Use of permanent HVAC systems for temporary heating of units including mechanical ventilation and humidity control devices is excluded.
6. Professional photography services excluded.
7. Cost associated with public art excluded unless shown on plans.
8. Indoor Air Quality Management Plan excluded.
9. Regional Water Quality Control Board measures or costs excluded.
10. Environmental Protection Agency inspections, measures and costs excluded.
11. Adjustment of existing electrical vaults, aboveground transformers or boxes to grade unless specifically required or shown in the contract drawings in relation to project documents.
12. Contractor is pursuing encroachment permits for sidewalk closures. Covered walkway or special means of pedestrian protection have not been included in Contract sum.
13. Surface dust or airborne fugitive dust collection/monitoring for contaminated soil is not included.
14. Limited access space work is not included.
15. Additional costs for nighttime inspections is excluded.
16. Regional Water Quality Control Board measures or costs is not included.
17. Ability to deliver units on a Phased basis is based on approval of the City of Mountain View.
18. TCO deposits if required by City of Mountain View will be paid for by Owner
19. Linear heat detection or any early installation of fire alarm or temporary fire alarm systems is not included.

--End of Document--

Contract Exhibit "G" - Contract Documents

VOLUME 5A		
BUILDING C - CIVIL - PRIVATE IMPROVEMENT PLAN		
SHEET	DESCRIPTION	DATE
C0.0	COVER SHEET FOR BUILDING C	8/12/2021
C1.0	BUILDING C - SITE PLAN	8/12/2021
C2.0	BUILDING C - UTILITY PLAN	8/12/2021
C3.0	BUILDING C - BIORETENTION PLAN	8/12/2021
C4.0	BUILDING C - FINE GRADING SHEET INDEX MAP	8/12/2021
C4.1	BUILDING C - FINE GRADING PLAN	8/12/2021
C4.2	BUILDING C - FINE GRADING PLAN	8/12/2021
VOLUME 5A		
BUILDING C - LANDSCAPE - ONSITE		
SHEET	DESCRIPTION	DATE
L-1.1	LAYOUT NOTES AND LEGENDS	8/12/2021
L-1.2	PLANTING NOTES AND LEGENDS	8/12/2021
L-1.3	COLOR AND FINISH SCHEDULE - SITE & ROOF	8/12/2021
L-2.0	OVERALL SITE LAYOUT PLAN	8/12/2021
L-2.1	LAYOUT PLAN - SITE	8/12/2021
L-2.2	LAYOUT PLAN - BUILDING C COURTYARD	8/12/2021
L-2.3	LAYOUT PLAN - BUILDING B & BUILDING C COURTYARD	8/12/2021
L-2.4	BUILDING C 4F ROOF - LAYOUT & PLANTING PLAN	8/12/2021
L-4.1	PLANTING PLAN - SITE	8/12/2021
L-4.2	PLANTING PLAN - BUILDING C COURTYARD	8/12/2021
L-4.3	PLANTING PLAN - BUILDING B & C COURTYARD	8/12/2021
L.5.1	IRRIGATION PLAN - SITE	8/12/2021
L.5.2	BUILDING C 4F ROOF -IRRIGATION PLAN	8/12/2021
L.5.3	BUILDING C - IRRIGATION LEGEND, NOTES, CALCULATIONS & SCHEDULES	8/12/2021
L.5.4	IRRIGATION DETAILS	8/12/2021
L.5.5	IRRIGATION DETAILS	8/12/2021
L-6.1	LANDSCAPE/CONSTRUCTION DETAILS	8/12/2021
L-6.2	LANDSCAPE/CONSTRUCTION DETAILS	8/12/2021
L-6.3	LANDSCAPE/CONSTRUCTION DETAILS	8/12/2021
L-6.4	LANDSCAPE/CONSTRUCTION DETAILS	8/12/2021
L-6.5	LANDSCAPE/CONSTRUCTION DETAILS - SECTIONS	8/12/2021
L-7.1	FOUNTAIN, NOTES, LEGENDS AND DETAILS	8/12/2021
VOLUME 5B		
ARCHITECTURE - BUILDING C		
SHEET	DESCRIPTION	DATE
A6-0.10	PROJECT DATA, CODE ANALYSIS, ZONING ANALYSIS	8/12/2021
A6-0.11	CONDITIONS OF APPROVAL	8/12/2021
A6-0.12	CONDITIONS OF APPROVAL	8/12/2021
A6-0.13	CONDITIONS OF APPROVAL	8/12/2021
A6-0.14	BLDG C - COLOR BLOCKING SCHEME	8/12/2021
A6-0.15	BLDG C - COLOR BLOCKING SCHEME	8/12/2021
A6-0.16	BLDG C - PARKING MANAGEMENT PLANS	8/12/2021
A6-0.17	BLDG C PUBLIC AND PRIVATE OPEN SPACE	8/12/2021
A6-0.20	ACOUSTICAL ANALYSIS - EXTERIOR NOISE AND FACADE - BUILDING C	8/12/2021
A6-0.21	CALGREEN CHECKLIST - BUILDING C	8/12/2021
A6-0.22	GREEN POINT RATED SCORECARD - BUILDING C	8/12/2021
A6-0.23	TITLE 24 - BUILDING C	8/12/2021
A6-0.24	TITLE 24 - BUILDING C	8/12/2021
A6-0.25	TITLE 24 - BUILDING C	8/12/2021
A6-0.26	TITLE 24 - BUILDING C	8/12/2021
A6-0.27	TITLE 24 - BUILDING C	8/12/2021
A6-0.30	ARCHITECTURAL GENERAL NOTES	8/12/2021
A6-0.40	ACCESSIBILITY NOTES	8/12/2021
A6-0.41	ACCESSIBILITY NOTES	8/12/2021

Contract Exhibit "G" - Contract Documents

A6-0.42	ACCESSIBILITY NOTES	8/12/2021
A6-0.43	ACCESSIBILITY NOTES - CHAPTER 11B	8/12/2021
A6-0.44	ACCESSIBILITY NOTES - CHAPTER 11B	8/12/2021
A6-0.45	ACCESSIBILITY NOTES - CHAPTER 11B	8/12/2021
A6-0.50	CODE ANALYSIS - BLDG. C - ALLOWABLE AREA	8/12/2021
A6-0.51	CODE ANALYSIS - BLDG C - OPENING PROTECTION	8/12/2021
A6-0.60	CODE ANALYSIS - BLDG. C - EXITING	8/12/2021
A6-0.61	CODE ANALYSIS - BLDG. C - EXITING	8/12/2021
A6-0.62	CODE ANALYSIS - BLDG. C - EXITING	8/12/2021
A6-1.00	ARCHITECTURAL SITE PLAN	8/12/2021
A6-1.01	GENERAL BUILDING NOTES	8/12/2021
A6-1.02	BUILDING C - SLAB PLAN	8/12/2021
A6-1.10	BUILDING C - 1ST STORY FLOOR PLAN	8/12/2021
A6-1.20	BUILDING C - 2ND STORY FLOOR PLAN	8/12/2021
A6-1.30	BUILDING C - 3RD STORY FLOOR PLAN	8/12/2021
A6-1.40	BUILDING C - 4TH STORY FLOOR PLAN	8/12/2021
A6-1.50	BUILDING C - 5TH STORY FLOOR PLAN	8/12/2021
A6-1.60	BUILDING C - ROOF PLAN	8/12/2021
A6-1R.10	BUILDING C - 1ST STORY RCP	8/12/2021
A6-1R.20	BUILDING C - 2ND STORY RCP	8/12/2021
A6-1R.30	BUILDING C - 3RD STORY RCP	8/12/2021
A6-1R.40	BUILDING C - 4TH STORY RCP	8/12/2021
A6-1R.50	BUILDING C - 5TH STORY RCP	8/12/2021
A6-2.10	BUILDING C - EXTERIOR ELEVATIONS	8/12/2021
A6-2.11	BUILDING C - EXTERIOR ELEVATIONS	8/12/2021
A6-2.12	BUILDING C - EXTERIOR ELEVATIONS	8/12/2021
A6-2.20	BUILDING C - ENLARGED EXTERIOR ELEVATION AND WALL SECTIONS	8/12/2021
A6-2.21	BUILDING C - ENLARGED EXTERIOR ELEVATION AND WALL SECTIONS	8/12/2021
A6-2.22	BUILDING C - ENLARGED EXTERIOR ELEVATION AND WALL SECTIONS	8/12/2021
A6-2.23	BUILDING C - ENLARGED EXTERIOR ELEVATION AND WALL SECTIONS	8/12/2021
A6-2.24	BUILDING C - ENLARGED EXTERIOR ELEVATION AND WALL SECTIONS	8/12/2021
A6-2.25	BUILDING C - ENLARGED EXTERIOR ELEVATION AND WALL SECTIONS	8/12/2021
A6-3.01	BUILDING C - BUILDING SECTION	8/12/2021
A6-4.00	BUILDING C - UNIT GENERAL NOTES	8/12/2021
A6-4.01	BUILDING C - UNIT PLANS C-S1, C-S1.1, CS1.1a, C-S1M	8/12/2021
A6-4.02	BUILDING C - UNIT PLANS C-A1, C-A1.1	8/12/2021
A6-4.03	BUILDING C - UNIT PLANS C-A1.2, C-A1.3M, C-A1.4, C-A3	8/12/2021
A6-4.04	BUILDING C - UNIT PLANS C-A2, C-A2a, C-A2.1	8/12/2021
A6-4.05	BUILDING C - UNIT PLANS B1, B1M	8/12/2021
A6-4.06	BUILDING C - UNIT PLANS B2	8/12/2021
A6-5.00	BUILDING C - VERTICAL CIRCULATION GENERAL NOTES	8/12/2021
A6-5.01	BUILDING C - STAIR #1 / ELEVATOR #1 - PLANS AND SECTION	8/12/2021
A6-5.03	BUILDING C - STAIR #2 / ELEVATOR #2 - PLANS AND SECTION	8/12/2021
A6-5.04	BUILDING C - STAIR #3 PLANS AND SECTION	8/12/2021
A6-5.05	BUILDING C - TRASH ROOM, LAUNDRY, UTILITY PLANS AND SECTIONS	8/12/2021
A6-6.01	BUILDING C - ENLARGED FLOOR PLANS - LOBBY / AMENITY / LEASING / MAIL / BIKE ROOM & CORRIDOR DOORS	8/12/2021
A6-6.02	BUILDING C - ENLARGED FLOOR PLANS - ELEVATOR LOBBY / COWORKING / CRAFT ROOM / ROOF DECK	8/12/2021
A6-6.03	BUILDING C - ENLARGED STOOP FLOOR PLANS	8/12/2021
A6-6.11	BUILDING C - ENLARGED FINISH PLANS - LOBBY / AMENITY / LEASING / MAIL / BIKE ROOM / TRASH & LAUNDRY	8/12/2021
A6-6.12	BUILDING C - ENLARGED FINISH PLANS - ELEVATOR LOBBY / COWORKING / CRAFT ROOM	8/12/2021
A6-6.13	BUILDING C - ENLARGED FINISH PLANS - ELEVATOR LOBBY / TRASH / LAUNDRY	8/12/2021
A6-6.21	BUILDING C - REFLECTED CEILING PLANS - LOBBY / AMENITY, LEASING, MAIL, BIKE ROOM	8/12/2021
A6-6.22	BUILDING C - REFLECTED CEILING PLANS - ENTRY & ELEVATOR LOBBY / COWORKING / CRAFT ROOM	8/12/2021
A6-7.01	BUILDING C - COMMON AREA INTERIOR ELEVATIONS	8/12/2021
A6-7.02	BLDG C - COMMON AREA INTERIOR ELEVATIONS	8/12/2021
A6-7.10	BUILDING C - UNIT INTERIOR BATHROOM ELEVATIONS	8/12/2021
A6-7.20	BUILDING C - UNIT INTERIOR KITCHEN ELEVATIONS	8/12/2021
A6-8.10	BUILDING C - WINDOW / FINISH / PLUMBING SCHEDULE	8/12/2021
A6-8.10A	BUILDING C - STC DIAGRAMS	8/12/2021
A6-8.20	BUILDING C - DOOR SCHEDULE	8/12/2021
A6-D1.11	FIRE PARTITION/ FIRE BARRIER ASSEMBLIES	8/12/2021
A6-D1.14	FIRE WALL ASSEMBLIES	8/12/2021
A6-D1.15	WALL ASSEMBLY DETAILS - TYPE IIIA EXTERIOR	8/12/2021

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A6-D2.11	WALL ASSEMBLIES	8/12/2021
A6-D2.31	FIRE-RATED FLOOR-CEILING AND ROOF-CEILING ASSEMBLIES	8/12/2021
A6-D2.32	ACOUSTICAL ISOLATION DETAILS	8/12/2021
A6-D2.41	FIRE-RATED PENETRATIONS	8/12/2021
A6-D2.42	INTERIOR WALL TRANSITIONS	8/12/2021
A6-D2.51	WOOD FLOOR PENETRATIONS - PIPES - 1-HOUR AND 2-HOUR	8/12/2021
A6-D2.51a	WOOD FLOOR PENETRATIONS - CABLES - 1-HOUR AND 2-HOUR	8/12/2021
A6-D2.51b	WOOD FLOOR PENETRATIONS - CABLES - 1-HOUR AND 2-HOUR	8/12/2021
A6-D2.52	WOOD AND METAL STUD WALL PENETRATIONS - 1-HOUR, 2-HOUR, 3-HOUR	8/12/2021
A6-D2.52a	WOOD AND METAL STUD WALL PENETRATIONS - 1-HOUR, 2-HOUR, 3-HOUR	8/12/2021
A6-D2.52b	WOOD AND METAL STUD WALL PENETRATIONS - 1-HOUR, 2-HOUR, 3-HOUR	8/12/2021
A6-D2.54	CONCRETE FLOOR OR WALL PENETRATIONS - 2-HOUR, 3-HOUR, 4-HOUR	8/12/2021
A6-D2.54a	CONCRETE FLOOR OR WALL PENETRATIONS - TOILET DRAINS - 2-HOUR, 3-HOUR	8/12/2021
A6-D2.54b	CONCRETE FLOOR PENETRATIONS - SHOWER DRAINS - 2-HOUR, 3-HOUR	8/12/2021
A6-D2.54c	CONCRETE FLOOR OR WALL PENETRATIONS - CABLES - 2-HOUR AND 3-HOUR	8/12/2021
A6-D2.55	JOINTS	8/12/2021
A6-D2.55a	JOINTS	8/12/2021
A6-D2.55b	JOINTS	8/12/2021
A6-D2.55c	JOINTS	8/12/2021
A6-D2.61	FIRE-RATED STRUCTURAL FRAME PROTECTION	8/12/2021
A6-D3.11	EXTERIOR DOOR DETAILS	8/12/2021
A6-D3.12	EXTERIOR DOOR DETAILS	8/12/2021
A6-D3.41	INTERIOR DOOR DETAILS	8/12/2021
A6-D3.51	VINYL WINDOW DETAILS - FLASHING INSTALLATION	8/12/2021
A6-D3.53	FLUSH VINYL WINDOWS - WOOD FRAMING 2-HR	8/12/2021
A6-D3.56	RECESSED VINYL WINDOWS -WOOD FRAMING 2-HRS	8/12/2021
A6-D3.61	A6-D3.61 STOREFRONT DETAILS	8/12/2021
A6-D4.31	EXTERIOR WALL DETAILS	8/12/2021
A6-D4.41	EXTERIOR WALL DETAILS FIBER CEMENT LAP SIDING	8/12/2021
A6-D4.81	EXTERIOR DETAILS - COMPOSITE PANEL / CEMENTITIOUS DETAILS	8/12/2021
A6-D4.91	EXTERIOR TRANSITION DETAILS	8/12/2021
A6-D5.11	BALCONY RAILING DETAILS	8/12/2021
A6-D5.12	BALCONY WATERPROOFING - TRAFFIC COATING	8/12/2021
A6-D5.21	CANOPY & AWNING DETAILS	8/12/2021
A6-D5.22	CANOPY & AWNING DETAILS	8/12/2021
A6-D5.31	ROOF DECK DETAILS	8/12/2021
A6-D6.11	ROOF DETAILS - SINGLE-PLY ROOFING	8/12/2021
A6-D6.12	ROOF DETAILS - SINGLE-PLY ROOFING	8/12/2021
A6-D6.13	ROOF DETAILS - SINGLE-PLY ROOFING	8/12/2021
A6-D6.14	ROOF DETAILS - SINGLE-PLY ROOFING	8/12/2021
A6-D6.15	ROOF DETAILS - STANDING SEAM	8/12/2021
A6-D6.16	ROOF DETAILS - COMP SHINGLE	8/12/2021
A6-D8.11	ARCHITECTURAL DETAILS - INTERIORS	8/12/2021
A6-D8.21	INTERIOR AMENITY DETAILS	8/12/2021
A6-D9.10	UNIT ACCESSIBILITY DETAILS	8/12/2021
A6-D9.20	COMMON AREA ACCESSIBILITY DETAILS	8/12/2021
A6-D9.30	COMMON AREA ACCESSIBILITY DETAILS	8/12/2021
VOLUME 5B		
STRUCTURAL - SUPERSTRUCTURE - BUILDING C		
SHEET	DESCRIPTION	DATE
S6-0.01	STRUCTURAL - COVER PAGE - BUILDING C	8/12/2021
S6-0.10	STRUCTURAL - GENERAL NOTES	8/12/2021
S6-0.20	STRUCTURAL - GENERAL NOTES	8/12/2021
S6-0.30	STRUCTURAL - SPECIAL INSPECTION	8/12/2021
S6-1.10	STRUCTURAL - FOUNDATION PLAN - BUILDING C	8/12/2021
S6-1.10-SS	STRUCTURAL - FOUNDATION STUD & SHEAR WALL PLAN - BUILDING C	8/12/2021
S6-1.20	STRUCTURAL - LEVEL 02 FRAMING PLAN - BUILDING C	8/12/2021
S6-1.20-SS	STRUCTURAL - LEVEL 02 STUD & SHEAR WALL PLAN - BUILDING C	8/12/2021
S6-1.30	STRUCTURAL - LEVEL 03 FRAMING PLAN - BUILDING C	8/12/2021
S6-1.30-SS	STRUCTURAL - LEVEL 03 STUD & SHEAR WALL PLAN - BUILDING C	8/12/2021

Contract Exhibit "G" - Contract Documents

S6-1.40	STRUCTURAL - LEVEL 04 FRAMING PLAN - BUILDING C	8/12/2021
S6-1.40-SS	STRUCTURAL - LEVEL 04 STUD & SHEAR WALL PLAN - BUILDING C	8/12/2021
S6-1.50	STRUCTURAL - LEVEL 05 FRAMING PLAN - BUILDING C	8/12/2021
S6-1.50-SS	STRUCTURAL - LEVEL 05 STUD & SHEAR WALL PLAN - BUILDING C	8/12/2021
S6-1.60	STRUCTURAL - ROOF FRAMING PLAN - BUILDING C	8/12/2021
S6-1.60-SS	STRUCTURAL - ROOF STUD & SHEAR WALL PLAN - BUILDING C	8/12/2021
S6-1.70	STRUCTURAL - UPPER ROOF FRAMING PLAN - BUILDING C	8/12/2021
S6-2.10	STRUCTURAL - CONCRETE FOUNDATION DETAILS - BUILDING C	8/12/2021
S6-2.20	STRUCTURAL - TIE-DOWN AND MISC DETAILS	8/12/2021
S6-3.10	STRUCTURAL - WOOD FRAMING DETAILS - SHEAR WALLS	8/12/2021
S6-3.20	STRUCTURAL - WOOD FRAMING DETAILS - FLOOR FRAMING	8/12/2021
S6-3.30	STRUCTURAL - WOOD FRAMING DETAILS - MISC FRAMING	8/12/2021
S6-3.40	STRUCTURAL - WOOD FRAMING DETAILS - MISC STAIR AND ELEVATOR FRAMING	8/12/2021
S6-3.50	STRUCTURAL - WOOD FRAMING ROOF DETAILS	8/12/2021
S6-3.60	STRUCTURAL - WOOD FRAMING DETAILS - TDS CONNECTION AND EBM	8/12/2021
S6-3.70	STRUCTURAL - WOOD FRAMING ROOF TRUSS DETAILS	8/12/2021
S6-4.50	STRUCTURAL - STEEL FRAMING DETAILS	8/12/2021

VOLUME 5C MECHANICAL - BUILDING C

SHEET	DESCRIPTION	DATE
M6-0.01	BLDG C - MECHANICAL COVER SHEET	8/12/2021
M6-0.02	BLDG C - MECHANICAL SCHEDULES	8/12/2021
M6-1.10	BLDG C - MECHANICAL PLAN - 1ST FLOOR	8/12/2021
M6-1.20	BLDG C - MECHANICAL PLAN - 2ND FLOOR	8/12/2021
M6-1.30	BLDG C - MECHANICAL PLAN - 3RD FLOOR	8/12/2021
M6-1.40	BLDG C - MECHANICAL PLAN - 4TH FLOOR	8/12/2021
M6-1.50	BLDG C - MECHANICAL PLAN - 5TH FLOOR	8/12/2021
M6-1.60	BLDG C - MECHANICAL PLAN - ROOF	8/12/2021
M6-3.01	BLDG C - MECHANICAL RISER DIAGRAMS	8/12/2021
M6-5.01	BLDG C - MECHANICAL DETAILS	8/12/2021
M6-5.02	BLDG C - MECHANICAL DETAILS	8/12/2021

VOLUME 5C PLUMBING - BUILDING C

SHEET	DESCRIPTION	DATE
P6-01	PLUMBING NOTES AND SHEET INDEX	8/12/2021
P6-02	PLUMBING FIXTURE & EQUIPMENT SCHEDULES	8/12/2021
P0-03	WATER HEATER SCHEDULES & WATER SIZING CALCS	Wrong sheet number on A0-03, should be P6-01
P6-1.02	BUILDING C - UNDER SLAB PLAN	8/12/2021
P6-1.10-1	BUILDING C - 1ST STORY FLOOR PLAN - WASTE / STORM	8/12/2021
P6-1.10-2	BUILDING C - 1ST STORY FLOOR PLAN - WATER	8/12/2021
P6-1.20	BUILDING C - 2ND STORY FLOOR PLAN	8/12/2021
P6-1.30	BUILDING C - 3RD STORY FLOOR PLAN	8/12/2021
P6-1.40	BUILDING C - 4TH STORY FLOOR PLAN	8/12/2021
P6-1.50	BUILDING C - 5TH STORY FLOOR PLAN	8/12/2021
P6-1.60	BUILDING C - ROOF PLAN	8/12/2021
P6-4.01	UNIT PLANS: C-S1 THRU B2	8/12/2021
P7-1	PLUMBING WASTE & VENT RISER DIAGRAMS	8/12/2021
P7-2	PLUMBING WATER RISER DIAGRAMS	8/12/2021
P8-1	PLUMBING DETAILS	8/12/2021
P8-2	PLUMBING FIRESTOPPING SYSTEMS	8/12/2021

VOLUME 5C ELECTRICAL - BUILDING C

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SHEET	DESCRIPTION	DATE
E0-0.00	GENERAL NOTES, CODES, LEGEND, SHEET INDEX	8/12/2021
E0-0.01	LUMINAIRE SCHEDULE	8/12/2021
E0-0.02	LUMINAIRE SCHEDULE	8/12/2021
E0-1.00	SITE PLAN - LIGHTING	8/12/2021
E0-1.01	SITE PLAN - PHOTOMETRICS	8/12/2021
E0-1.02	SITE PLAN - POWER	8/12/2021
E2-1.10	BLDG C - 1ST STORY - ELECTRICAL PLAN	8/12/2021
E2-1.11	BLDG C - 2ND STORY - ELECTRICAL PLAN	8/12/2021
E2-1.12	BLDG C - 3RD STORY - ELECTRICAL PLAN	8/12/2021
E2-1.13	BLDG C - 4TH STORY - ELECTRICAL PLAN	8/12/2021
E2-1.14	BLDG C - 5TH STORY - ELECTRICAL PLAN	8/12/2021
E2-1.15	BLDG C - ROOF - ELECTRICAL PLAN	8/12/2021
E3-0.00	BLDG C - POWER DETAILS	8/12/2021
E3-0.01	BLDG C - POWER DETAILS	8/12/2021
E4-4.01	UNIT PLANS - ELECTRICAL	8/12/2021
E4-4.02	UNIT PLANS - ELECTRICAL	8/12/2021
E4-4.03	UNIT PLANS - ELECTRICAL	8/12/2021
E4-4.04	UNIT PLANS - ELECTRICAL	8/12/2021
E4-4.05	UNIT PLANS - ELECTRICAL	8/12/2021
E4-4.06	UNIT PLANS - ELECTRICAL	8/12/2021
E5-1.10	ONELINE DIAGRAM	8/12/2021
E5-1.11	ONELINE DIAGRAM	8/12/2021
E5-1.12	LOAD CALCULATIONS	8/12/2021
E5-1.13	UNIT PANEL SCHEDULES	8/12/2021
E5-1.14	PANEL SCHEDULES	8/12/2021
E5-1.15	PANEL SCHEDULES	8/12/2021
E5-1.16	VOLTAGE DROP SCHEDULE	8/12/2021
E5-1.17	VOLTAGE DROP SCHEDULE	8/12/2021
E5-1.18	FAULT CURRENT SCHEDULE	8/12/2021
E6-1.00	DETAILS AND DIAGRAMS	8/12/2021
E6-1.01	DETAILS AND DIAGRAMS	8/12/2021
E6-1.02	DETAILS AND DIAGRAMS	8/12/2021
VOLUME 5D PHOTOVOLTAIC - BUILDING C		
SHEET	DESCRIPTION	DATE
PV-001	COVER SHEET	8/12/2021
PV-002	NOTES AND SYMBOLS	8/12/2021
PV-100	PHOTOVOLTAIC SYSTEM LAYOUT	8/12/2021
PV-101	PHOTOVOLTAIC DIMENSION PLAN	8/12/2021
PV-102	PHOTOVOLTAIC FIRE ACCESS PLAN	8/12/2021
PV-103	PHOTOVOLTAIC ROOF AREA PLAN	8/12/2021
PV-200	PHOTOVOLTAIC SYSTEM ONE-LINE DIAGRAM	8/12/2021
PV-300	PV SYSTEM CIRCUITING PLAN SHEET 1	8/12/2021
PV-301	PV SYSTEM CIRCUITING PLAN SHEET 2	8/12/2021
PV-302	PV SYSTEM CIRCUITING PLAN SHEET 3	8/12/2021
PV-303	PV SYSTEM CIRCUITING PLAN SHEET 4	8/12/2021
PV-304	PV SYSTEM CIRCUITING PLAN SHEET 5	8/12/2021
PV-305	PV SYSTEM CIRCUITING PLAN SHEET 6	8/12/2021
PV-400	PHOTOVOLTAIC SYSTEM DETAILS SHEET 1	8/12/2021
PV-401	PHOTOVOLTAIC SYSTEM DETAILS SHEET 2	8/12/2021
PV-402	PHOTOVOLTAIC SYSTEM LABEL SHEET 1	8/12/2021
PV-403	PHOTOVOLTAIC SYSTEM LABEL SHEET 2	Sheet title in PDF is sheet 3, not 2
PV-500	PHOTOVOLTAIC SYSTEM DATA SHEET 1	8/12/2021
PV-501	PHOTOVOLTAIC SYSTEM DATA SHEET 2	8/12/2021

Contract Exhibit "G" - Contract Documents

VOLUME 5D		
EXTERIOR BUILDING MAINTENANCE - BUILDING C		
SHEET	DESCRIPTION	DATE
EBM 0.0	SITE PLAN & GENERAL NOTES	8/12/2021
EBM A1.0	BUILDING C COMPOSITE ROOF PLAN	Wrong sheet # on A-03, should be C1.0
EBM A2.0	BUILDING C EXTERIOR ELEVATIONS	Wrong sheet # on A-03, should be
EBM 3.0	EBM SECTIONS & DETAILS	8/12/2021
EBM 4.0	OPERABLE WINDOWS PARAMETERS	8/12/2021
VOLUME 5D		
2 WAY COMMUNICATION SYSTEM - BUILDING C		
SHEET	DESCRIPTION	DATE
2-WAY-ECS 0.0	COVER SHEET	8/12/2021
2-WAY-ECS 0.1	CALL STATION DETAILS	8/12/2021
2-WAY-ECS 0.2	DATA SHEETS & WIRING DIAGRAM	8/12/2021
2-WAY-ECS6 -1.1	BLDG C - 1ST STORY FLOOR PLAN	8/12/2021
2-WAY-ECS6 -1.10u	BLDG C - 1ST STORY UNDERGROUND CONDUIT PLAN	8/12/2021
2-WAY-ECS6 -1.2	BLDG C - 2ND STORY FLOOR PLAN	8/12/2021
2-WAY-ECS6 -1.3	BLDG C - 3RD STORY FLOOR PLAN	8/12/2021
2-WAY-ECS6 -1.4	BLDG C - 4TH STORY FLOOR PLAN	8/12/2021
2-WAY-ECS6 -1.5	BLDG C - 5TH STORY FLOOR PLAN	8/12/2021
MISC. DOCUMENTS/REPORTS		
SHEET	DESCRIPTION	DATE
	Otis Cab Air Purifier Info Sheet	2020
	Parcel Pending Locker Clarification	8/16/2021
	Nesting Bird Survey by Daniel Edelstein	2/4/2022
	Geotechnical Investigation by Cornerstone Earth Group	2/22/2021
	Arborist Report by HortScience/Bartlett Consulting	4/9/2019
	Tree Inventory Report by Hort Science Inc	12/1/2015
	Geotech Investigation by RockRidge Bldg AB	11/18/2021
	Veneklasen Acoustical Analysis Bldg AB	2/2/2021
	Veneklasen 90% DD AME_ Acoustical Review	3/9/2021
	Veneklasen CD Progress Set AMEP Acoustical Review	1/14/2022
	Civil and Utility BOD	10/28/2020
	Elevator BOD	11/24/2020
	Fire Sprinkler BOD-Estimated System demand	6/16/2021
	MEP BOD	11/6/2020
	TCA BOD	10/20/2020
	777 Middlefield Signage Interior 100 CD	5/28/2021
	777 Middlefield Signage Exterior 100 CD	3/24/2021
	Commissioning Plan by Interface	2/3/2022
	Final Pothole report with Survey points	7/12/2021
	SWPPP plan for 777 by CBG	4/28/2021
	Geotech Investigation by RockRidge Bldg C	11/17/2021
	Specifications by TCA	3/31/2021

EXHIBIT H - The Sevens Building C Buyout Log

GMP NTP Date: Fri 7.01.22

PBI Cost Code	Comp	Scope of Work	Subcontractor	Full GMP Budget	Target OAL Date	OAL sent to MVE	OAL Executed	OAL Amount	LOI issued	LOI Amount	Deferred Scope & Holds	Buyout Savings & Overages	Contract Amount	Contract Issued	Contract Executed	Notes
01800	0	0.00%	GENERAL CONDITIONS / SUPERVISION	\$	-						\$	- \$				
01900	0	0.00%	FINAL CLEAN	\$	-						\$	- \$				
02000	0	0.00%	SITE ENGINEERING STAKING	\$	-						\$	- \$				
02100	0	0.00%	HAZARDOUS WASTE REMOVAL (ABATEMENT)	\$	-						\$	- \$				
02150	0	0.00%	DEMO	\$	-						\$	- \$				
02125	0	0.00%	VAPOR MITIGATION ALLOWANCE	\$	-						\$	- \$				
02150	0	0.00%	CORROSION PREVENTION	\$	-						\$	- \$				
02200	0	0.00%	MASS EXCAVATION	\$	-						\$	- \$				
02210	0	0.00%	LIME TREAT	\$	-						\$	- \$				
02240	0	0.00%	SHORING & UNDERPINNING	\$	-						\$	- \$				
02250	0	0.00%	ROUGH GRADING	\$	-						\$	- \$				
02260	0	0.00%	FINISH GRADING	\$	-						\$	- \$				
02270	0	0.00%	BIO RETENTION GRADING	\$	-						\$	- \$				
02280	0	0.00%	BACKFILL AT PODIUM & LANDSCAPE BACKFILL	\$	-						\$	- \$				
02290	0	0.00%	BASE ROCK & PERVIOUS ROCK	\$	-						\$	- \$				
02300	0	0.00%	DEWATERING ALLOWANCE	\$	-						\$	- \$				
02320	0	0.00%	DISCHARGE PERMITS	\$	-						\$	- \$				
02700	0	0.00%	WET UTILITIES ABANDON OR REMOVE	\$	-						\$	- \$				
02750	0	0.00%	SANITARY SEWER OFFSITE	\$	-						\$	- \$				
02770	0	0.00%	DOMESTIC WATER & FIRE WATER OFFSITE	\$	-						\$	- \$				
02850	0	0.00%	STORM DRAIN SYSTEM OFFSITE	\$	-						\$	- \$				
02870	0	0.00%	SANITARY SEWER ON-SITE	\$	-						\$	- \$				
02890	0	0.00%	DOMESTIC WATER & FIRE WATER ON-SITE	\$	-						\$	- \$				
02900	0	0.00%	STORM DRAIN SYSTEM ON-SITE	\$	-						\$	- \$				
02910	0	0.00%	CATHODIC PROTECTION	\$	-						\$	- \$				
03400	0	0.00%	JOINT TRENCH - NEED PGE APPROVED PLANS	\$	-						\$	- \$				
03300	0	0.00%	TRAFFIC SIGNAL	\$	-						\$	- \$				
03400	0	0.00%	MAN LIFT	\$	-						\$	- \$				
03450	0	0.00%	CRANE	\$	-						\$	- \$				
03500	0	0.00%	PAVEMENT MARKINGS, SIGNS, BUMPERS	\$	-						\$	- \$				
03550	0	0.00%	TRAFFIC CONTROL	\$	-						\$	- \$				
03600	0	0.00%	SWPPP	\$	-						\$	- \$				
04050	0	0.00%	ON SITE CONCRETE, CURB & GUTTER & SIDE WALK & DRIVE WAY	\$	-						\$	- \$				
04100	0	0.00%	ON SITE PAVING & CONSTRUCT ROADS	\$	-						\$	- \$				
04200	0	0.00%	OFF SITE GRIND AND OVERLAY PUBLIC ROADS	\$	-						\$	- \$				
04300	0	0.00%	OFFSITE GRADE, FINE GRADE AND DEEP LIFT	\$	-						\$	- \$				
05100	0	0.00%	LANDSCAPE & IRRIGATION	\$	-						\$	- \$				
05200	0	0.00%	LANDSCAPE FURNISHINGS	\$	-						\$	- \$				
05400	0	0.00%	LANDSCAPE POTTERY	\$	-						\$	- \$				
05450	0	0.00%	STREET LIGHTS - ALLOWANCE	\$	-						\$	- \$				
03300	0	0.00%	STRUCTURAL CONCRETE	\$	-						\$	- \$				
03400	0	0.00%	GYPCRETE + ACQUSTIMAT	\$	-						\$	- \$				
03450	0	0.00%	HARD ROCK CONCRETE	\$	-						\$	- \$				
03500	0	0.00%	INTERLOCKING PAVERS	\$	-						\$	- \$				
03550	0	0.00%	WOOD DECKING ON GRADE & PEDESTALS	\$	-						\$	- \$				
03600	0	0.00%	PODIUM CONCRETE	\$	-						\$	- \$				
04050	0	0.00%	CMU GARAGE WALLS	\$	-						\$	- \$				
04100	0	0.00%	CMU PLANTER WALLS, ETC.	\$	-						\$	- \$				
04200	0	0.00%	MASONRY VENEER	\$	-						\$	- \$				
05100	0	0.00%	STRUCTURAL STEEL	\$	-						\$	- \$				
05400	0	0.00%	STAIRS & HAND RAILS	\$	-						\$	- \$				
05450	0	0.00%	BALCONY RAILING TUBE STEEL	\$	-						\$	- \$				
05500	0	0.00%	BALCONY / PATIO RAILING TUBE STEEL & BOK MODERN	\$	-						\$	- \$				
05550	0	0.00%	BALCONY RAILING FAUX WOOD ALUMINUM	\$	-						\$	- \$				
05600	0	0.00%	ELEVATOR STEEL	\$	-						\$	- \$				
05700	0	0.00%	METAL CANOPIES	\$	-						\$	- \$				
05710	0	0.00%	TRELLIS	\$	-						\$	- \$				
05750	0	0.00%	LANDSCAPE & ORNAMENTAL STEEL	\$	-						\$	- \$				
05800	0	0.00%	MISC. STEEL	\$	-						\$	- \$				
06100	0	0.00%	CABINETS	\$	-						\$	- \$				
06200	0	0.00%	ROUGH CARPENTRY LABOR AND MATERIAL	\$	-						\$	- \$				
06300	0	0.00%	SIDING (HARDIE & FUNDERMAT)	\$	-						\$	- \$				
06350	0	0.00%	INTERIOR FINISH CARPENTRY LABOR	\$	-						\$	- \$				
06400	0	0.00%	MISC. CARPENTRY ALLOWANCE	\$	-						\$	- \$				
07050	0	0.00%	BELOW GRADE WATERPROOFING	\$	-						\$	- \$				
07100	0	0.00%	PODIUM DECK WATERPROOFING	\$	-						\$	- \$				
07150	0	0.00%	ROOF DECK WATERPROOFING	\$	-						\$	- \$				
07250	0	0.00%	COLD FLUID APPLIED - PLANTERS	\$	-						\$	- \$				
07300	0	0.00%	EXPANSION CONTROL	\$	-						\$	- \$				
07350	0	0.00%	PRIVATE DECK WATERPROOFING	\$	-						\$	- \$				
07400	0	0.00%	BIO-RETENTION LINER	\$	-						\$	- \$				
07200	0	0.00%	INSULATION	\$	-						\$	- \$				
07450	0	0.00%	ROOFING	\$	-						\$	- \$				
07500	0	0.00%	STANDING SEAM METAL ROOFING	\$	-						\$	- \$				
07550	0	0.00%	FLASHING AND SHEET METAL	\$	-						\$	- \$				
07600	0	0.00%	FIREPROOFING	\$	-						\$	- \$				
07650	0	0.00%	FIRE STOPPING	\$	-						\$	- \$				
07700	0	0.00%	ROOF ACCESSORIES	\$	-						\$	- \$				
07800	0	0.00%	SEALANTS AND CAULKING	\$	-						\$	- \$				
08100	0	0.00%	WINDOWS	\$	-						\$	- \$				
08150	0	0.00%	STOREFRONT	\$	-						\$	- \$				
08200	0	0.00%	GARAGE DOORS / GATES	\$	-						\$	- \$				
08250	0	0.00%	ROLL UP DOORS	\$	-						\$	- \$				
08300	0	0.00%	DOORS / MILLWORK	\$	-						\$	- \$				
08350	0	0.00%	GLASS RAILS	\$	-						\$	- \$				
08400	0	0.00%	SMOKE GUARD	\$	-						\$	- \$				
09100	0	0.00%	PLASTER/SCAFFOLDING	\$	-						\$	- \$				
09150	0	0.00%	DRYWALL/METAL SOFFITS	\$	-						\$	- \$				
09200	0	0.00%	KITCHEN-VANITY COUNTERS	\$	-						\$	- \$				

PBI Cost Code	Comp	Scope of Work	Subcontractor	Full GMP Budget	Target OAL Date	OAL sent to MVE	OAL Executed	OAL Amount	LOI Issued	LOI Amount	Deferred Scope & Holds	Buyout Savings & Overages	Contract Amount	Contract Issued	Contract Executed	Notes
09250	0	0.00%	COMMON AREA COUNTERS	\$	-						\$	-	\$	-		
09300	0	0.00%	COMMON AREA FLOORING VINYL & CARPET	\$	-						\$	-	\$	-		
09350	0	0.00%	COMMON AREA FLOORING CERAMIC	\$	-						\$	-	\$	-		
09400	0	0.00%	UNIT FLOORING (VINYL PLANK)	\$	-						\$	-	\$	-		
09450	0	0.00%	KITCHEN BACK SPLASH	\$	-						\$	-	\$	-		
09460	0	0.00%	CERAMIC TILE TUB & SHOWERS	\$	-						\$	-	\$	-		
09500	0	0.00%	PAINTING	\$	-						\$	-	\$	-		
09600	0	0.00%	COMMON AREA ALLOWANCE	\$	-						\$	-	\$	-		
10100	0	0.00%	SIGNAGE	\$	-						\$	-	\$	-		
10150	0	0.00%	FIRE EXTINGUISHERS	\$	-						\$	-	\$	-		
10200	0	0.00%	ACCESS DOORS	\$	-						\$	-	\$	-		
10250	0	0.00%	BIKE RACKS	\$	-						\$	-	\$	-		
10300	0	0.00%	POSTAL SPECIALTIES	\$	-						\$	-	\$	-		
10350	0	0.00%	PARCEL PENDING	\$	-						\$	-	\$	-		
10400	0	0.00%	BATH ACCESSORIES	\$	-						\$	-	\$	-		
10450	0	0.00%	MIRRORS	\$	-						\$	-	\$	-		
10500	0	0.00%	SHOWER ENCLOSURES	\$	-						\$	-	\$	-		
10550	0	0.00%	COMMON RESTROOM ACCESSORIES	\$	-						\$	-	\$	-		
10600	0	0.00%	STORAGE LOCKERS	\$	-						\$	-	\$	-		
10650	0	0.00%	MISC. SPECIALTIES	\$	-						\$	-	\$	-		
11100	0	0.00%	APPLIANCES	\$	-						\$	-	\$	-		
11300	0	0.00%	TRASH COMPACTORS AND BINS	\$	-						\$	-	\$	-		
11400	0	0.00%	TRASH CHUTES	\$	-						\$	-	\$	-		
12100	0	0.00%	WINDOW COVERINGS	\$	-						\$	-	\$	-		
13100	0	0.00%	GOOD NEIGHBOR FENCE	\$	-						\$	-	\$	-		
13200	0	0.00%	BUILDING MAINTENANCE SYSTEM	\$	-						\$	-	\$	-		
13300	0	0.00%	FOUNTAINS	\$	-						\$	-	\$	-		
13320	0	0.00%	POOL & 2 SPAS	\$	-						\$	-	\$	-		
14100	0	0.00%	ELEVATORS	\$	-						\$	-	\$	-		
15100	0	0.00%	PLUMBING	\$	-						\$	-	\$	-		
15110	0	0.00%	SUBMETERS	\$	-						\$	-	\$	-		
15120	0	0.00%	FIRE PROTECTION	\$	-						\$	-	\$	-		
15200	0	0.00%	HEAT AND VENTILATION	\$	-						\$	-	\$	-		
16100	0	0.00%	ELECTRICAL	\$	-						\$	-	\$	-		
16200	0	0.00%	LOW VOLTAGE	\$	-						\$	-	\$	-		
16500	0	0.00%	LIGHT FIXTURE ALLOWANCE	\$	-						\$	-	\$	-		

0%	0													Issued:	Executed:				
Total	\$	-	Total OALs Issued:	\$	-	Total OALs Executed:	\$	-			\$	-	\$	-	Total Contracts:	\$	-	\$	-
Allowances (incl in Total above)	\$	-	% of OALs Issued:	#DIV/0!	% of OALs Executed:	#DIV/0!					Total Deferred Scope & Holds	Total Buyout Savings	% Contracts:	#DIV/0!	#DIV/0!				

The Sevens - Exhibit 'I' - Contractor Equipment Rates

Item Description	Weekly Rate
2 inch Electric Submersible Pump	\$ 216.00
2 inch Gas Trash Pump 3.5 HP	\$ 230.00
20" Orange traffic cones	\$ 3.60
3 inch Gas Trash Pump 9 HP	\$ 280.00
3 Inches x 50 ft fire hose	\$ 72.00
50 amps Temp power "Y" adaptor	\$ 36.00
50 ft 12 ga. Extension Cord	\$ 22.00
A-frame wood barricades - Traffic barricades	\$ 10.00
Backpack gas air blower	\$ 180.00
Bobcat skidsteer Bucket	\$ 360.00
Connex - 8' x 20' Metal Storage Container	\$ 130.00
Dehumidifier	\$ 192.00
Delineator with base 42 IN.	\$ 4.00
Fan, 20" Dia. small Fan	\$ 90.00
Fan, 24" Dia. medium fan	\$ 264.00
Fan, 36" Dia. large fan	\$ 264.00
Fire Hose, 1-1/2 IN. x 50 FT.	\$ 45.00
Forklift JLG G10-55A Telehandler 10,000 lb Cap. 54 ft reach	\$ 2,592.00
Golf Carts	\$ 300.00
Heater, LP Forced air portable gas heater BTU ??	\$ 192.00
Isuzu Dump Truck 4 Cu. Yd.	\$ 1,260.00
JLG Forklift 2 Cu. Yd. Dirt Bucket w/#1	\$ 58.00
JLG Gradall 544D-10 Telehandler 10,000 lb Cap. 44 ft reach	\$ 2,592.00
MQ 70 KVA -Tow behind Generator	\$ 966.00
Plastic K-rails	\$ 12.00
Pressure Washer (3000 psi)	\$ 463.00
Pressure Washer (3500 psi)	\$ 463.00
Pressure Washer (4000 psi)	\$ 540.00
Pressure Washer 24 ft Extension Wand	\$ 54.00
Skidsteer Bobcat loader 4WD	\$ 1,440.00
Skidsteer Bobcat Sweeper attachment 72" w/# 4	\$ 600.00
Solar powered arrow board	\$ 421.00
String Light Cord - 100 ft	\$ 68.00
Temp Power Boxes twistlock 14" x 20"	\$ 108.00
Temp Power Boxes twistlock 19" x 27"	\$ 108.00
Trailer, MQ Multiquip Water Trailer - 525 Gallons	\$ 624.00
Trailer, Utility Equipment Trailer 5 ft x 10 ft	\$ 208.00
Trailer, Water Trailer EXP-500L-S - 500 Gallons	\$ 624.00
Trench Plate 4' x 10'	\$ 60.00
Trench Plate 4' x 12'	\$ 60.00
Trench Plate 5' x 10'	\$ 60.00
Trench Plate 5' x 15'	\$ 60.00
Trench Plate 6' x 12'	\$ 60.00
Vacuum, Portable wet/dry 16 Gallons	\$ 102.00
Whisperwatt 125 KVA - Tow behind Generator	\$ 970.00

The Sevens - Exhibit 'J' - Contractor's Labor Rates

Position	Rate Per Hour
President	\$ 226.00
Vice-President	\$ 217.00
General Superintendent	\$ 214.00
Project Executive	\$ 207.00
Senior Superintendent	\$ 198.00
Project Manager	\$ 158.00
Superintendent	\$ 138.00
Assistant Superintendent	\$ 113.00
Assistant Project Manager	\$ 109.00
Project Accountant	\$ 90.00
Project Engineer	\$ 73.00
Laborer	\$ 63.00

Palisade will comply with all Prevailing Wage requirements for self performed work.
GC will provide certified payroll.

EXHIBIT K – DESIGN ASSIST SUBCONTRACTS

DESIGN ASSIST TEAM Bldg C

Design Assist Trade	Subcontractor Company	Key Personnel	Design Firm	Key Personnel
Fire Sprinkler	Aegis Fire Systems	Tom McKinnon	Aegis Fire Systems	Tom McKinnon
Pool				
Low Voltage				
Fire Alarm				
Concrete				
ERRCS				
Plumbing	CJS Plumbing	Jared Overmier	CJS Plumbing	Don Burke
Mechanical	LHVAC Mechanical	Serbio Melgar	LHVAC Mech	Serbio Melgar
Electric	McKimme Electric	Rodney McKimme	McKimme	Rodney McKimme

Contractor shall notify Owner of any substantial change in the composition of the Design Assist team assigned to the Project, including but not limited to any major changes of staffing or assignments of Architects or Engineers to the Project. Any substantial change in the composition of the Design Assist team must be approved by Owner in writing not to be unreasonably withheld. The identity of the leader of the specific functions of the Design Firms are listed herein and include the principal in charge of coordination of all design services. Said leadership shall not be changed or substituted without written approval by Owner in writing not to be unreasonably withheld.

Exhibit L: Basis of Design

Although the descriptions below are for "Design-Build", these are to be used for all Design-Assist work in the Contract.

Basis of Design Narrative

777 West Middlefield Multi-Family Residential -
Building A, B & C - Design Build
2020-0447

Prepared for:
TCA Architects

Prepared by:
Joel D. Cruz – Principal-in-Charge
Westley Anastasio – Project Manager / Lead Electrical Engineer
Dominic Pedotto – Lead Mechanical Engineer
Jay Kim – Lead Plumbing Engineer
Calvin Karsch - Lead Fire Protection

November 6, 2020

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DESIGN-BUILD PERFORMANCE CRITERIA

DIVISION 21 – FIRE PROTECTION

SCOPE OF WORK

General

The scope of work in this division is Design Build. This Basis of Design and the accompanying specifications are meant to portray the design intent and quality of materials. Not all systems are sized or documented. It will be the responsibility of each trade to take the design intent, complete all calculations for loads, equipment sizing, and pipe sizing, and to create complete and coordinated construction documents and permitting documents. The Contractor will be the Engineer of Record for the project. The Contractor will be expected to attend all required coordination and design meetings (on a weekly basis or more) as stipulated by the Architect and Owner. All contractors will be required to coordinate routing of all their respective utilities and create composite coordinated construction documents to be sent to the Architect for review. Prior to submission for review, the Contractors shall stamp all drawings as “coordinated with all trades” with a signature from each trades’ project manager. Quantity of drawing submissions will be stipulated by the Architect (minimum of three) and the Project Manager. All design and construction documentation will be completed on Autodesk Revit 2019. All files will be made available in Revit, CAD, and PDF files to the Architect and Owner for their use.

Codes

Systems will be designed in accordance with the latest edition of the following codes.

- California Building Code, 2019.
- California Fire Code, 2019.
- California Mechanical Code, 2019.
- California Plumbing Code, 2019.

References

The following references shall be used for the design:

- ANSI – American National Standards Institute.
- ASCE – American Society of Civil Engineers.
- ASME – American Society of Mechanical Engineers.
- ASSE – American Society of Sanitary Engineering.
- ASTM – American Society for Testing and Materials.
- AWS – American Welding Society.
- AWWA – American Water Work Association.
- FM - FM Global.
- NEMA – National Electrical Manufacturer’s Association.
- NFPA – National Fire Protection Association.
- OSHA – Occupational Safety and Health Administration.
- UL – Underwriters’ Laboratory.

Standards

The following reference standards shall be used for the design:

- NFPA 13, 2016, Standard for the Installation of Sprinkler Systems.
- NFPA 14, 2016, Standpipe and Hose Systems.
- NFPA 20, 2016, Installation of Stationary Pumps.
- NFPA 24, 2016, Standard for the Installation of Private Fire Service Mains and Their Appurtenances.
- ASCE 7, Minimum Design Loads for Buildings and Other Structures.

FIRE PROTECTION SYSTEM

Work Included

- Wet Automatic Fire Sprinkler System
- Manual Wet Class I Standpipe System.
- Fire Department Connection(s).
- Fire system backflow preventer.
- Private underground fire service
- Diesel motor driven Fire pump.
- Connection to courtyard standpipes.

Wet Automatic Fire Sprinkler System and Class I Automatic Wet Standpipe System

System Description

Each building will be completely protected by a dedicated, hydraulically designed automatic wet pipe fire protection sprinkler system and Class I-Combined Manual wet standpipe throughout. The systems will be designed to meet NFPA 13, 14 and the requirements of the state and City of Mountain View.

Fire sprinkler system design shall be designed in accordance with NFPA 13:

- Residential areas: Light Hazard (0.10/1500),
- Parking Garage (Non-stacking), mechanical and storage rooms: Ordinary Hazard Group I (.15/2500)
- Retail: Ordinary Hazard II (.20/1500)

Class I wet standpipes will be located in each required stairwell, with hose connections at each main landing, or with Combined Systems at main landing, and at each side of the wall adjacent to the exit opening of a horizontal exit, within 150-feet from every point in the building and in every exit passageway at the entrance from the exit passageway to other areas of the building. Where Access to the stairwell is by way of vestibule, Class I connection shall be located at stairwell Vestibules as required by the 2016 California Building Code, section 909.20.2.3. Hose outlets will be provided at the topmost landings of stairs that open onto the roof. Provide hose outlet connections on the roof as required.

Floor control stations, consisting of supervised control valve, check valve, pressure relief valve, flow switch, gauge, drain and inspector's test connection will be installed at each floor to allow one floor to be shut down for maintenance while maintaining fire protection on other floors.

A backflow prevention assembly listed for fire protection and approved for will be provided. The type of backflow device and installation shall be approved by the water department.

Fire department pumper connections (FDC) connected to the fire sprinkler and wet standpipe systems will be located within fire department acceptable distance from a fire hydrant. A method of draining fire department connection will be provided.

Where floor areas exceed 52,000 sq. ft., or 40,000 sq. ft. in Extra Hazard Group II occupancies, a minimum of two wet fire sprinkler risers will be provided.

Location and type of tamper and flow switches will be coordinated with the fire alarm system. All switches will be individually addressed and annunciated at fire alarm control panel.

The design of the fire protection system will be based on a hydraulic design that utilizes 90 percent of available pressure and shall include interior and underground pipe to the location of the hydrant flow test.

Piping will be concealed above finished ceilings and within walls except for areas exposed to structure.

Sprinklers will be installed in center or quarter point of ceiling tiles and symmetrically with other ceiling features. Ceiling features include, but are not limited to, walls, lights, air diffusers, and other architectural features.

Complete sprinkler coverage for all rooms, combustible concealed spaces, and overhangs will be provided.

Quick response sprinklers will be provided in all Light Hazard Occupancy areas.

Listed residential sprinklers will be provided within living units.

Main and auxiliary drains will be provided to drain the entire system. These will be connected to the sanitary sewer with a gravity drain sized to accommodate flow from pressure pipe or will discharge to the exterior of the building.

Electrical connections and wiring as required will be provided for a complete and operable fire protection system, including, but not limited to flow switches, supervisory switches, and the like. Audible electric sprinkler flow alarms on the exterior of the building will be provided by fire sprinkler contractor and installed by the electrical and fire alarm contractor.

Seismic sway bracing and branch line restraints for sprinkler and standpipe systems, suitable for the Seismic Zone and local soil conditions, will be provided.

Field conditions will be verified and building reports analyzed prior to submittal of bid. Design and installation will be based on the more stringent requirements if AHJ or insurer requirements differ from Code.

The Contractor will be responsible for hydraulic calculations, seismic sway bracing calculations, stamping of drawings by a California Licensed C16 Contractor in conformance with all the jurisdiction's requirements.

For submittal to local agencies for building permit, coordination with Architect, and getting approval from the AHJ.

All sprinkler system submittals shall be provided to the architect for review. Insurer requirements will be coordinated with the owner and architect.

All visible piping shall be coordinated with the architect prior to installation or contractor will be required to remove and relocate per architect's direction. Painting of visible piping shall be coordinated with the architect.

Diesel Motor-Driven Horizontal split-case Fire Pump

A diesel motor-driven horizontal fire pump sized to meet the highest hydraulically calculated fire sprinkler demand will be provided. It is anticipated a single fire pump will take water from the city supply, boost pressure through a horizontal split-case fire pump and distribute water through the civil provided underground fire mains to each building. The diesel fire pump will be located in a dedicated 1-hour fire rated room of sufficient size to contain all required devices, fittings and controllers, or in a separate 'pump house' located a minimum, 50-feet from any structure. The fire pump room or house will have floor sloped to drain, provided fuel storage in addition to adequate ventilation and air supply per NFPA 20. It is anticipated the diesel fire pump room will be located in dedicated room within the parking garage, near ramp one.

A Test header located outside at a location pre-determined by the AHJ will be provided and capable of flowing 150% of the rated fire pump capacity or as amended by the AHJ.

Materials

Materials to be UL Listed or FM Approved for their intended fire protection use, new, free of defects, of current manufacture, and identified.

Sprinkler Heads

- Pendent Style: Quick Response, Recessed. Finish: Coordinate with Architect. Recessed Escutcheon.
- Concealed Style: Quick Response, Concealed Flat Plate. Finish: Coordinate with Architect.
- Sidewall Style: Quick Response. Finish: Coordinate with Architect.
- Unfinished Ceiling Spaces: Upright style, Quick Response. Finish: Coordinate with Architect.
- Residential Quick Response Sprinklers: Coordinate finish with Architect.

Underground Pipe

Ductile Iron Class 52, AWWA C151 or PVC, SDR-18, AWWA C900.

Aboveground Pipe

- 2-inches and Smaller: Black Steel Schedule 40, threaded, or thinwall black steel with a Corrosion Resistance Ratio (CRR) of 1.0, or greater.
- 2-1/2-inches and Larger: Black Steel Schedule 10, grooved, or thinwall black steel with a Corrosion Resistance Ratio (CRR) of 1.0, or greater.
- Fittings: Victaulic or equal style full flow grooved fittings. Threaded cast or ductile iron fittings. Welded fittings.
- Couplings: Victaulic or equal style 77 or 75 flexible grooved couplings or style 07 rigid grooved couplings, threaded, or welded joints. Victaulic "Roust-a-Bout" style or plain end couplings are not acceptable.

END OF FIRE PROTECTION SECTION

DESIGN-BUILD PERFORMANCE CRITERIA

DIVISION 22 – PLUMBING

SCOPE OF WORK

General

The scope of work in this division is Design Build. This Basis of Design and the accompanying specifications are meant to portray the design intent and quality of materials. Not all systems are sized or documented. It will be the responsibility of each trade to take the design intent, complete all calculations for loads, equipment sizing, and pipe sizing, and to create complete and coordinated construction documents and permitting documents. The Contractor will be the Engineer of Record for the project. The Contractor will be expected to attend all required coordination and design meetings (on a weekly basis or more) as stipulated by the Architect and Owner. All contractors will be required to coordinate routing of all their respective utilities and create composite coordinated construction documents to be sent to the Architect for review. Prior to submission for review, the Contractors shall stamp all drawings as "coordinated with all trades" with a signature from each trades' project manager. Quantity of drawing submissions will be stipulated by the Architect (minimum of three) and the Project Manager. All design and construction documentation will be completed on Autodesk Revit 2019. All files will be made available in Revit, CAD, and PDF files to the Architect and Owner for their use.

Codes

Systems will be designed in accordance with the latest edition of the following codes and standards.

- California Plumbing Code.
- California Green Building Standards Code.
- California Energy Code
- NFPA 110/111.
- Local Amendments to the above codes.

Plumbing Utility Service

The plumbing utility services for this building will include domestic cold water, fire protection water, and sanitary sewer, and storm sewer. Domestic cold water will enter the building from North Shoreline Blvd and West Middlefield Rd. Sanitary sewer will have multiple termination out of the building and the storm drain will flow to bioswale then flow to North Shoreline Blvd and West Middlefield Rd.

PLUMBING DESIGN CRITERIA

Sanitary Sewer and Vent System

The sanitary sewer and vent system will be provided to convey waste from the new plumbing fixtures by gravity through soil, waste, and vent piping connected to the building waste line under the floor slab. Sanitary sewer service exiting the building will be shown up to 5 feet outside the building.

All floor drains, garage drains and floor sinks shall be provided with trap primers. Access panels will be provided for the trap primers.

Access panels will be consistent with the architectural specifications, and locations shall be approved by the Owner and Architect.

Sanitary sewer lines that will be below the site connection point shall drain to a duplex sewage ejector. The sewage sanitary waste pipes shall be sloped at 1/4-inch per foot, unless 4-inch or larger.

Duplex sewage ejector pumps shall be sized using the water supply fixture unit to determine the flow into the sump. The sump shall be sized to a minimum of 3-minute capacity between high and low levels to avoid excessive cycling.

Hub drain for fire flow testing shall be provided with electric trap primer.

Drain receptors shall be provided for mechanical equipment.

Trench drain shall be provided in garage.

Cast iron pipe, ASTM A888/CISPI 301 hubless. Standard duty coupling for above ground (ASTM C1277) and heavy duty coupling for underground (ASTM C1540).

PVC Pipe ASTM D2665 IPS schedule 40, solid wall with solvent welded joints ASTM D2665 for soil corrosive below grade pipes.

Garage drains shall drain to and oil interceptor prior to connecting the sanitary sewer line.

Storm Drainage System

The storm drainage system shall be sized per CPC requirements for a design rainfall rate of 1.5 inches per hour.

The storm drainage system shall be gravity drained. Route storm drains to 5'-0" outside of the building. Route overflow drains and spill to grade at the building exterior.

Storm drainage sump pumps shall be sized based on Chapter 11 and Appendix D of the California Plumbing Code to determine the flow into the sump.

Cast iron pipe, ASTM A888/CISPI 301 hubless. Standard duty coupling for above ground (ASTM C1277) and heavy duty coupling for underground (ASTM C1540).

PVC Pipe ASTM D2665 IPS schedule 40, solid wall with solvent welded joints ASTM D2665 for soil corrosive below grade pipes.

Perimeter drains shall terminate to a duplex sump pump. The sump shall be sized to a minimum of 3-minute capacity between high and low levels to avoid excessive cycling.

Domestic Cold-Water System

Piping mains shall be sized to maintain a maximum velocity of 8 fps for mains and large branches, 6 fps at occupied space areas. Smaller diameter branch lines will be designed to a maximum of 4 fps.

Design shall ensure that the remote fixture on top floor shall be provided with pressure of 25 psi and 30 psi to most remote flush valve fixture and not to exceed at 75 psi.

System shall be designed to prevent water hammer conditions by providing shock arrestors for fixtures and quick closing valves.

Copper pipe: type L, ASTM B88, brazed joint for 3" and above pipe size and solder joints for 2-1/2" smaller pipe.

CPVC Pipe: schedule 40 ASTM D2846/D2846M, SDR 11 with ASTM F438 socket type fittings.

Cross-Linked Polyethylene (Units Only): Type A cross linked method, ASTM F876, F877 and CSA B1375 or DIN 16892 and 16893; engineered plastic fittings with serrated type reinforcement rings; premanufactured copper manifolds; stub-out ellis and stub-out brackets of Type L copper.

Domestic Hot-Water System

Piping mains and large branches shall be sized to maintain a maximum velocity of 5 fps, 4 fps for occupied areas, 2.5 fps for domestic water lines at 2 psi per 100 feet maximum pressure drop.

Design shall ensure that no fixture has a pressure lower than 25 psi or higher than 75 psi.

The domestic hot water heating equipment shall be sized in accordance with ASHRAE Handbook chapter on "Service Water Heating" using the gallons per hour per fixture demand and applicable demand and storage factors.

Domestic hot water system design temperatures shall be:

- Hot Water Storage for Tank Type Heater: Temperature controls shall be provided for water storage temperature of 145 °F.
- Hot Water to Lavatories and Sinks: Limit temperature to a maximum of 110 °F in public restrooms.
- Hot Water to Showers: Limit temperature to a maximum of 110 °F from shower heads.
- The recirculating hot water loop for units shall be sized based on a maximum temperature drop of 5°F.
- Provide ASSE 1017 balancing valves with memory stops and measuring ports at each equipment and at hot water return line. Ball valves are not acceptable for balancing.

System shall be designed to prevent water hammer conditions by providing shock arrestors for fixtures and quick closing valves.

Copper Pipe: type L, ASTM B88, brazed joint for 3" and above pipe size and solder joints for 2-1/2" smaller pipe.

CPVC Pipe: schedule 40 ASTM D2846/D2846M, SDR 11 with ASTM F438 socket type fittings.

Cross-Linked Polyethylene (Units Only): Type A cross linked method, ASTM F876, F877 and CSA B1375 or DIN 16892 and 16893; engineered plastic fittings with serrated type reinforcement rings; premanufactured copper manifolds; stubout ellis and stubout brackets of Type L copper

Cooling Coil Condensate Drainage System Design

Condensate pipes shall be sized in accordance with 2016 California Plumbing Code Table 814.3, pipes shall be slope at 1/8" per foot.

Secondary containment basin will be provided for all pumped or gravity cooling coil condensate pipe located in units, IDF and IT rooms. Secondary pipe from units shall terminate 1/2" below ceiling (with escutcheon plate) and above the shower area. Secondary pipe from IDF, IT and common spaces shall terminate 1/2" below ceiling (with escutcheon plate) or any adjacent room that is visible to Maintenance engineer.

Provide neutralization kits for drains from condensing equipment.

Copper Tubing: Type M copper wrought copper or cast bronze sweat fittings (95/5 soldered joints on sized 1-1/4" or larger

CPVC Pipe and Fittings: Schedule 40, NSF-14, ASTM 439, IAPMO IS20-96, socket fittings and solvent weld

Plumbing Fixtures and Equipment

Provide premium quality fixtures, faucets, and showers. Plumbing fixture selection shall be coordinated with the Architect, interior design consultant (if any) and Owner specified vendor.

Fixtures shall meet the requirements of City of Mountain View Green Building Standards, California Standard Assembly Bill AB 1953, No-Lead Law.

Provide fixtures, faucets, and accessories to meet barrier free requirements of the governing code with respect to plumbing fixtures provided for the physically handicapped.

Provide hose bibs at building exterior and garage at a maximum of 100 feet interval, to water heater room, plumbing room, trash rooms, and janitor's closets.

Provide water hammer arresters on domestic cold and hot water with quick closing valves serving fixtures and equipment, including commercial dishwasher/clothes washers. Locate and size water hammer arrestors per PDI-WH 201 standard

Provide flow through trap primer for garage drains.

PLUMBING SYSTEM

Domestic Cold-Water Service

A new 8" domestic water service will enter the building A, B, and C. A reduced pressure backflow assembly will be installed outside of the building. Provide triplex packaged booster pump system with variable speed control drives and hydropneumatics tank will be provided to maintain a minimum pressure 40 psi at the most remote plumbing fixture. The pump shall be sized on 35%/35%/35% split of the building design. The domestic water system will be a single zone and the water pressure shall not exceed 80 PSI.

Domestic water will be routed throughout the buildings to serve the residential units, and public residential amenity spaces. Hose bibs will be located at 100 feet intervals at street level. Hose bibs will also be located at the courtyard, garage areas, in all trash rooms, and at outdoor amenities spaces.

Provide a shut off valve on all vertical risers and submeter. Submeter will be provided on the cold and hot water branch serving each residential unit and shall be readable from the BMS. It will be located in ceiling space above the laundry closet or bathroom.

A separate water meter and backflow preventer shall be provided outside the building, run pipe and stubbed with shut-off valves inside the public residential amenity spaces.

Domestic Hot-Water Service

Domestic hot water service will be provided by tank type electric water heaters are located on the utility room. Thermostatic mixing station (ASSE 1017) with duplex circulating pumps and a hot water return loop will be provided to maintain temperature.

Provide hot and cold water hose station at the Level 1 trash room.

Provide a shut off valve on all vertical risers and submeter. Submeter will be provided on the hot water branch serving each residential unit and shall be readable from the BMS. It will be located in ceiling space above the laundry room/closet.

The public residential amenity space will be required to install their own hot water system for their needs.

Sanitary Drainage Waste and Vent Service

Sanitary drainage waste and vent piping will be routed throughout the building. For the residential units, waste and vent piping will be routed to each plumbing fixture. The waste piping will be stacked down through the units and exit the building with multiple 8" or 6" sanitary sewer connection below grade. Vent piping will be routed up through the building and terminate through the roof.

Floor drains will be installed in all trash rooms, public restrooms, plumbing room and water heater room. Heavy duty traffic rated garage drains on each floor. 6-inch indirect waste receivers (hub-drains) will be installed at the ground level for sprinkler test valve drain risers. All drains will be provided with trap primer. Flow through trap primers for garage drain and electronic/electric trap primer for hub drains.

A sand oil interceptor shall be provided in the garage, and all garage drains shall discharge through the interceptor. The interceptor vent shall be routed to the roof.

Cooling Coil Condensate Drain System

All cooling coil condensate drain piping from indoor HVAC units shall be drained by gravity and drained to an approved location. Condensate pump shall be provided to remote unit that gravity drain is not possible.

Condensate drain lines shall be insulated. (Bid alternate: Provide alternate pricing for cutoff switch on secondary condensate in lieu of secondary drainpipe).

Storm Drainage

Roof drains will be provided. These drains will be routed down to pretreatment area per Stormwater management plan by Civil Engineer. Overflow drains will be routed down through the building and terminate through the side of the building at 12-inches above finished grade.

Garage drain on top floor shall be routed to pretreatment area provided by civil.

Roof and overflow drain bodies and horizontal storm lines at the roof level shall be insulated to prevent condensation.

Plumbing Fixtures

Based on the California Green Building Standards Code and owner standard fixtures the following maximum flow rates will be required at the plumbing fixtures:

Residential Units:

- Water Closets: 1.28 Gallons Per Flush or Dual Flush
- Lavatory Faucets: 1.0 Gallons Per Minute
- Showerheads: 1.8 Gallons Per Minute
- Kitchen Faucets: 1.5 Gallons Per Minute

Public Spaces:

- Water Closets: 1.28 Gallons Per Flush
- Lavatory Faucets: 0.5 Gallons Per Minute
- Kitchen Faucets: 1.5 Gallons Per Minute
- Urinals: 0.125 Gallons Per Minute

Fixture pricing is to be broken out from base bid. Coordinate with owner.

END OF PLUMBING SECTION

DESIGN-BUILD PERFORMANCE CRITERIA

DIVISION 23 – HVAC

SCOPE OF WORK

General

The scope of work in this division is Design Build. This Basis of Design and the accompanying specifications are meant to portray the design intent and quality of materials. Not all systems are sized or documented. It will be the responsibility of each trade to take the design intent, complete all calculations for loads, equipment sizing, duct sizing, and pipe sizing, and to create complete and coordinated construction documents and permitting documents. The Contractor will be the Engineer of Record for the project. The Contractor will be expected to attend all required coordination and design meetings (as needed) as stipulated by the Architect and Owner. All contractors will be required to coordinate routing of all their respective utilities and create composite coordinated construction documents to be sent to the Architect for review. Prior to submission for review, the Contractors shall stamp all drawings as "coordinated with all trades" with a signature from each trades' project manager. Quantity of drawing submissions will be stipulated by the Architect (minimum of three) and the Project Manager. All design and construction documentation will be completed on Autodesk Revit 2020. All files will be made available in Revit, CAD, and PDF files to the Architect and Owner for their use.

Codes

Systems will be designed in accordance with the latest edition of the following codes.

- California Mechanical Code with local amendments.
- California Energy Code (Title 24).
- CalGreen as adopted by the City of Mountain view.
- California Building Code with local amendments.
- City of Mountain View Amendments and Regulations.
- City of Mountain View Reach Codes.

Load Calculations

Cooling Temperatures

- 74 degrees F DB Inside Design
- 93 degrees F DB, 67 degrees F WB Outside Design

Heating Temperatures

- 70 degrees F DB Inside Design
- 28 degrees F DB Outside Design

Lighting

T-24 wattage will be used for public/common areas.

Miscellaneous Electric Loads

1 W/SF for public/common areas and 0.5 W/SF for the residential units.

Additional Conditions

Humidity is only controlled by the split systems in area with high occupant density. Humidity in all shower areas will be controlled by exhaust fans. Trash rooms will be continuously exhausted to control odor and humidity at a minimum of 1 CFM/SF.

HVAC System Capacity

HVAC system to be sized per Manual J load calculations.

Envelope

System load calculations are based on envelope data provided by Architect for compliance with California Title 24 requirements. Store front fenestration U-values and SHGC values will be provided by the general contractor, owner, or architect.

Acoustical Requirements

Sound generated by mechanical/plumbing systems in occupied zones of a treated space not to exceed noise criterion established by Acoustic Consultant in the Acoustic Narrative. Provide acoustical mounting for rooftop equipment as required by Acoustic Consultant in the Acoustic Narrative.

Fan coils should be suspended using spring and neoprene hangers (Mason 30N or equal) with a minimum of 1" static deflection.

Outside air ducts to be ducted directly to residential fan coil units and be provided with 1" thick acoustic lining for minimum for 10 feet.

Ventilation

Outside air ventilation will be designed to provide ventilation per California Mechanical Code (ASHRAE Std. 62-2019) / California Title 24. Ventilation will include the following minimum requirements:

- Residential = 15 cfm/person; two people in first bedroom, one person in each additional bedroom
- Residential bathrooms = Minimum 50 CFM continuous with second speed at 100 CFM
- Residential kitchens = Minimum 50 CFM continuous or 100 cfm intermittent.
- Residential corridors = 0.15 cfm/sq.ft.
- Lounge Areas = 0.5 cfm/sq.ft.
- Office/Administrative spaces = 0.15 cfm/sq.ft.
- Corridor = 0.15 cfm/sq.ft.
- Fitness rooms = 0.50 cfm/sq.ft.
- Trash rooms = 1.0 cfm/sq.ft. (100% exhaust)

All outside air intakes will require MERV 13 (or better) filtration before distribution to interior zones.

Duct Design

System ductwork will be designed based on the following criteria:

- Corridor supply and exhaust vertical shaft velocity not to exceed 1,600 fpm.
- Common area DX split system ductwork will be sized using the equal friction method at 0.08 inch of water per 100 feet of duct. Branch supply and return duct will not exceed 700 fpm.

Supply, Return, and Exhaust Grille Sizing

Grilles will be sized based on manufacturer recommendations to achieve a maximum room noise level not to exceed NC 25 for residential bedrooms, living rooms, and dining room, not to exceed NC 30 for residential kitchens, bathrooms, amenity room and leasing office, and not to exceed NC 35 for the common lobbies, corridors, and the fitness rooms.

HVAC SYSTEM

Residential Units

System

Individual split DX systems serving each unit. Condensing units to be located on the roof. Fan coil units to be located above the bathroom in the unit and ducted for air distribution. Units to be provided condensate drain piping connecting to closest sanitary sewer, see plumbing drawings.

Ventilation

Ventilation will be provided to each residential unit through ducts routed horizontally from sidewall louvers at façade to dedicated fan coil unit serving the unit. All ducting within the units will be through soffits.

Corridor ventilation to meet code and ASHRAE requirements. Corridors are considered transitory space and will not be provided with conditioning. Fire smoke damper and sidewall supply grille to be provided on floors served (1 through 5). Miscellaneous first floor spaces shall have ducted outside air from the façade into horizontally mounted fan coil units above ceiling.

Exhaust

Bathroom, dryer and hood exhaust will be individually ducted to the building façade. Each residential bathroom will be provided with ceiling mounted exhaust fan and controlled by combination humidistat/manual switch. Residential units shall have directly exhausted range hoods. Comply with local jurisdiction requirements. Maintain a minimum of 10'-0" clearance to all outside air intakes and 3'-0" to all windows and doors (building openings) and 3'-0" from the property line.

Dryer exhaust routed to the exterior wall to maintain 10'-0" distance from OA intakes and 3' from operable windows. Ducting to be provided with lint traps, lengths of ducting shall be in accordance with the state and city building code and the manufacturer's installation requirements.

A roof mounted exhaust fan located intermittently on corridor route of the building from location of ventilation supply fans, shall pick up exhaust on floors 1 through 5. Provide sidewall exhaust grille with fire-smoke damper on each of these floors. Miscellaneous electrical or mechanical spaces on the first floor shall be served by in-line exhaust fans with backdraft damper and thermostat.

Temperature Controls and Zoning

Individual temperature control will be provided for each residential unit and common spaces by dedicated HVAC unit and thermostat. Thermostat shall comply with Title 24 requirements with digital night setback. If Design Builder chooses to reduce zoning, it is only allowed after the bids are completed and upon written agreement from the Owner.

Commercial / Common Spaces

System

The mechanical systems for the commercial and common space will be individual split system split DX units serving the spaces. Condensing units will be located on the roof or in the garage. All condensing units not located on the roof of the building will have drain pans connected to the closest sanitary sewer drain. Fan coil units will be located inside plenums above the spaces and ducted for air distribution. Units to be provided with condensate drain piping connecting to closest sanitary sewer, see plumbing drawings.

Ventilation

Ventilation air will be provided to each zone through ducts routed horizontally from sidewall louvers at façade to dedicated fan coil unit serving the unit.

Exhaust

Garage exhaust air will be directed out of the building through an exhaust riser discharging either on roof or through louvers above level 1. Exhaust fans to be located in garage and Transfer fans will be located high along the length of the of the garage for proper air movement. Partial make-up air will be introduced through garage ramp openings and remaining will be provided from the make-up air fan through supply riser. VFDs provided to control airflow and will be connected to carbon monoxide (CO) sensors distributed throughout the garage. Automatic CO sensors are to be installed to modulate the ventilation system not to exceed a maximum average concentration of carbon monoxide of 50 parts per million during any 8 hour period, with a maximum concentration not greater than 200 parts per million for a period not exceeding one hour.

Elevator Machine Rooms

Mechanical cooling system will be provided as required by elevator equipment vendor.

Main Electrical Room Cooling

Main electrical room and main panel rooms will be ventilated and conditioned per code, PG&E, and/or electrical equipment manufacturer's requirements either by exhaust fans or DX split system.

Electrical Distribution and Communication Rooms Cooling

Smaller electrical and communications rooms to be cooled by DX cooling only fan coil unit system or dedicated exhaust fan systems.

Main Fire Pump and Domestic Water Pump Room Ventilation

Heat and ventilation fans in accordance with AHJ and equipment manufacturer's requirements.

Boiler/Water Heater Room

Water heater room to be conditioned by an exhaust fan via transfer air or outdoor air through louver at façade assisted by supply fan.

Laundry Room

Pressure controlled in-line centrifugal fan, similar to Enerflex BEF, will be provided for dryer exhaust.

Trash/Recycle Room

Continuous exhaust ducted to building exterior at 1 CFM/SF, minimum. Integrity of fire rating will be maintained in the design.

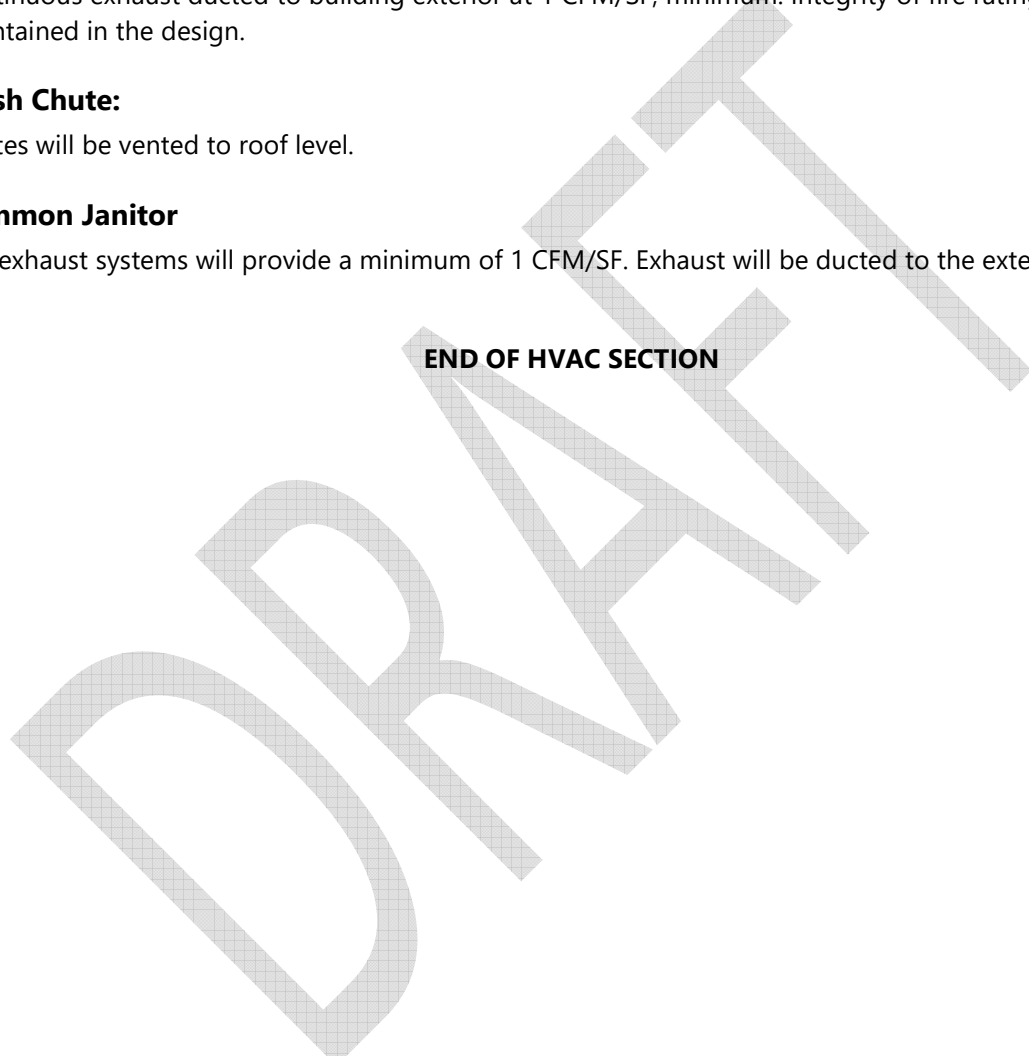
Trash Chute:

Chutes will be vented to roof level.

Common Janitor

The exhaust systems will provide a minimum of 1 CFM/SF. Exhaust will be ducted to the exterior.

END OF HVAC SECTION



DESIGN-BUILD PERFORMANCE CRITERIA

DIVISION 26 – ELECTRICAL/LIGHTING

SCOPE OF WORK

General

The scope of work in this division is Design Build. This Basis of Design and the accompanying specifications are meant to portray the design intent and quality of materials. Not all systems are sized or documented. It will be the responsibility of each trade to take the design intent, complete all calculations for loads, equipment sizing, conductor sizing, and conduit sizing, and to create complete and coordinated construction documents and permitting documents. The Contractor will be the Engineer of Record for the project. The Contractor will be expected to attend all required coordination and design meetings (on a weekly basis or more) as stipulated by the Architect and Owner. All contractors will be required to coordinate routing of all their respective utilities and create composite coordinated construction documents to be sent to the Architect for review. Prior to submission for review, the Contractors shall stamp all drawings as "coordinated with all trades" with a signature from each trades' project manager. Quantity of drawing submissions will be stipulated by the Architect (minimum of three) and the Project Manager. All design and construction documentation will be completed on Autodesk Revit 2019. All files will be made available in Revit, CAD, and PDF files to the Architect and Owner for their use.

Codes

Systems will be designed in accordance with the latest edition of the following codes:

- California Electrical Code with local amendments
- California Energy Code (Title 24, Part 6)
- CalGreen as adopted by the City of Mountain View
- California Building Code with local amendments
- City of Mountain View Reach Codes

Electrical Service and Distribution

Building A:

Buildings A will have (4) separate electrical services to serve the building. All (4) electrical services for Building A will be fed from underground utility transformers as required by the City of Mountain View. (2) 2500A residential services will be derived from two PG&E utility transformers with a secondary voltage of 120/208V, 3 phase, 4 wire. (2) 1200A house services will be derived from two PG&E utility transformers with a secondary voltage of 277/480V, 3 phase, 4 wire.

Building B:

Buildings B will have (4) separate electrical services to serve the building. All (4) electrical services for Building B will be fed from underground utility transformers as required by the City of Mountain View. (2) 2500A residential services will be derived from two PG&E utility transformers with a secondary voltage of 120/208V, 3 phase, 4 wire. (2) 1200A house services will be derived from two PG&E utility transformers with a secondary voltage of 277/480V, 3 phase, 4 wire.

Building C:

Buildings C will have (3) separate electrical services to serve the building. All (3) electrical services for Building C will be fed from underground utility transformers as required by the City of Mountain View. (1) 2500A residential service will be derived from a PG&E utility transformer with a secondary voltage of 120/208V, 3 phase, 4 wire. (2) 1200A house service will be derived from a PG&E utility transformer with a secondary voltage of 277/480V, 3 phase, 4 wire.

For Building A and B there will be (2) electrical rooms located on level 1 of the below grade parking garage. The main electrical room for Building A will be located on the Northeast side of the garage adjacent to Middlefield Road. In addition, Building A will have (3) satellite electrical rooms per floor on levels 1-5, stacked vertically. The main electrical room for Building B will be located on the South side of the garage. In addition, Building B will have (3) satellite electrical rooms per floor, stacked vertically. The main electrical room for Building C will be on grade (level 1) located on the Southwest side of the building. In addition, Building C will have (1) satellite electrical room centrally located within the building per floor stacked vertically.

All underground penetrations to the building shall be coordinated with the structural and architect. Provide necessary waterproofing as required.

Building A Service #1 – House, Amenity Spaces, and Garage:

Main switchboard (MSB-A) rated at 2500A, 277/480V, 3 phase, 4 wire shall be provided with a main 100% rated circuit breaker equipped with ground-fault protection, utility meter and distribution sections.

Additional distribution sections will be provided to serve house lighting, HVAC, plumbing, elevators, level 3 EV charging stations, plug loads, etc.

Step-down transformers will be provided in the electrical rooms for 120/208V loads. The 120/208V panels will serve receptacles, 120/208V mechanical equipment, plumbing equipment, level 2 EV charging stations, etc.

Building A Electrical Service Load Calculation -

777 MDF (Building A) - Overall Load Calculation										
Space / Type	Floor	Area / Load	Emerg.	HVAC	Lighting	Recept.	Misc.	Total	Total (A@208V)	Total (A@480V)
Total Gross Square Footage - 328,849										
Dwelling Units	1-5	185,753 SF			See Dwelling Units Load Calculation			1,487 kVA	4,127 A	
Office / Amenity	1-5	11,171 SF		8.00 VA/SF	0.90 VA/SF	3.00 VA/SF	1.00 VA/SF	144 kVA	400 A	173 A
Gym	1	926 SF		8.00 VA/SF	0.50 VA/SF	10.00 VA/SF	1.00 VA/SF	18 kVA	50 A	22 A
Circulation (Corridors/Common Areas)	1-5	52,183 SF		5.00 VA/SF	0.90 VA/SF	1.00 VA/SF	1.00 VA/SF	151 kVA	420 A	182 A
Garage	1-2	362,933 SF		0.50 VA/SF	0.25 VA/SF	0.25 VA/SF	0.25 VA/SF	454 kVA	1,259 A	546 A
Site		89,141 SF			0.10 VA/SF	0.00 VA/SF	1.00 VA/SF	98 kVA	272 A	118 A
Emergency Lighting (Interior & Exterior)		66,208 SF	CEC 700		0.25 VA/SF			17 kVA	46 A	20 A
Emergency Lighting (Garage)		362,933 SF	CEC 700		0.25 VA/SF			91 kVA	252 A	109 A
Garage door		1 hp						2 kVA		
Normal Elevators		40 HP x 5						205 kVA	570 A	247 A
EV Chargers (Level 2& 3 Charger)		150KW x 2						300 kVA	833 A	361 A
Domestic Booster Pump		Triplex 15 HP						42 kVA	117 A	51 A
Electric Water Heater (2@180KW)								360 kVA	999 A	433 A
Total Dwelling Units Load		185,753 SF						1,487 kVA	4,127 A	
Total Garage		362,933 SF						755 kVA	2,097 A	909 A
Total House		153,421 SF						916 kVA	2,543 A	1,102 A
Total Garage/House w/ 10% Spare								1,839 kVA	5,104 A	2,212 A
CEC 700 Loads (Emergency)								107 kVA	298 A	129 A
Total Emergency w/ 10% Spare								118 kVA	328 A	142 A

Building A Residential Load Calculation Service #2 – Residential (North)

Main switchboard (MSB-NA) rated at 2500A, 208/120V, 3 phase, 4 wire.

A total of (2) 1200A meter banks will be used to serve the apartment units on floors 1 through 5 located on the north side of the building.

Each residential unit will have a 125A, 208/120V, single phase, 3-wire residential unit load center. Kitchen appliances, lights, HVAC equipment, and plug loads will be connected to this panel.

Service #2 Load Calculation

	Amp@208V	
Residential Meter Bank 'MB-A1' 56 Units (24% Demand Factor per NEC 220.84)	385 KVA	1,070 A
Residential Meter Bank 'MB-A2' 60 Units (23% Demand Factor per NEC 220.84)	406 KVA	1,130 A
Combined Switchboard Load 'MSB-NA' 116 Units (23% Demand Factor per NEC 220.84)	758 KVA	2,107 A
TOTAL	758 KVA	2,107 A

Building A Residential Load Calculation Service #3 – Residential (South):

Main switchboard (MSB-SA) rated at 2500A, 208/120V, 3 phase, 4 wire.

A total of (1) 1200A meter banks and (1) 1000A meter bank will be used to serve the apartment units on floors 1 through 5 located on the south side of the building.

Each residential unit will have a 125A, 208/120V, single phase, 3-wire residential unit load center. Kitchen appliances, lights, HVAC equipment, and plug loads will be connected to this panel.

Service #3 Load Calculation

	Amp@208V	
Residential Meter Bank 'MB-A3' 65 Units (23% Demand Factor per NEC 220.84)	408 KVA	1,135 A
Residential Meter Bank 'MB-A4' 47 Units (26% Demand Factor per NEC 220.84)	355 KVA	987 A
Combined Switchboard Load 'MSB-SA' 112 Units (23% Demand Factor per NEC 220.84)	723 KVA	2,008 A
TOTAL	723 KVA	2,008 A

Building B Service #1 – House and Amenity Spaces:

Main switchboard (MSB-B) rated at 1600A, 277/480V, 3 phase, 4 wire shall be provided with a 100% rated main circuit breaker equipped with ground-fault protection, utility meter and distribution sections.

Additional distribution sections will be provided to serve house lighting, HVAC, plumbing, elevators, level 3 EV charging stations, plug loads, etc.

Step-down transformers will be provided in the sub-electrical rooms for 120/208V loads. The 120/208V panels will serve receptacles, 120/208V mechanical equipment, plumbing equipment, etc.

Building B Electrical Service Load Calculation -

777 MDF (Building B) - Overall Load Calculation										
Total Gross Square Footage - 311,256										
Space / Type	Floor	Area / Load	Emerg.	HVAC	Lighting	Recept.	Misc.	Total	Total (A@208V)	Total (A@480V)
Dwelling Units	1-5	217,647 SF			See Dwelling Units Load Calculation			1,756 kVA	4,874 A	
Office / Amenity	1	9,555 SF		8.0 VA/SF	0.9 VA/SF	3.0 VA/SF	6.0 VA/SF	171 kVA	475 A	206 A
Gym	1	2,569 SF		8.0 VA/SF	0.5 VA/SF	10.0 VA/SF	1.0 VA/SF	50 kVA	139 A	60 A
Circulation (Corridors/Common Areas)	1-5	51,907 SF		5.0 VA/SF	0.9 VA/SF	1.0 VA/SF	1.0 VA/SF	410 kVA	1,138 A	493 A
Site		81,841 SF			0.1 VA/SF	0.0 VA/SF	1.0 VA/SF	90 kVA	250 A	108 A
Emergency Lighting (Interior & Exterior)		58,710 SF	CEC 700		0.25 VA/SF			15 kVA	41 A	18 A
Normal Elevators		40 HP x 4						164 kVA	456 A	198 A
EV Chargers (Level 3 Chargers)		200KW						200 kVA		
Domestic Booster Pump		Triplex 15 HP						42 kVA	117 A	51 A
Electric Water Heater (2@180KW)								360 kVA	999 A	433 A
Total Dwelling Units Load		217,647 SF						1,756 kVA	4,874 A	
Total House		93,965 SF						1,305 kVA	3,624 A	1,570 A
Total House w/ 10% Spare								1,436 kVA	3,986 A	1,727 A
CEC 700 Loads (Emergency)								15 kVA	41 A	18 A
Total Emergency w/ 10% Spare								16 kVA	45 A	19 A

Building B Residential Load Calculation Service #2 – Residential (East)

Main switchboard (MSB-EB) rated at 2500A, 120/208V, 3 phase, 4 wire.

A total of (2) 1200A meter banks will be used to serve the apartment units on floors 1 through 5 located on the east side of the building.

Each residential unit will have a 125A, 120/208V, single phase, 3-wire residential unit load center. Kitchen appliances, lights, HVAC equipment, and plug loads will be connected to this panel.

Service #2 Load Calculation

Residential Meter Bank 'MB-B1'	Amp@208V	
62 Units (23% Demand Factor per NEC 220.84)	418 KVA	1,162 A
Residential Meter Bank 'MB-B2'		
65 Units (23% Demand Factor per NEC 220.84)	422 KVA	1,173 A
Combined Switchboard Load 'MSB-EB'		
127 Units (23% Demand Factor per NEC 220.84)	840 KVA	2,335 A
TOTAL	840 KVA	2,335 A

Building B Residential Load Calculation Service #3 – Residential (West)

Main switchboard (MSB-WB) rated at 2500A, 120/208V, 3 phase, 4 wire.

A total of (3), (1) 1200A meter bank and (2) 1000A meter banks will be used to serve the apartment units on floors 1 through 5 located on the west side of the building.

Each residential unit will have a 125A, 120/208V, single phase, 3-wire residential unit load center. Kitchen appliances, lights, HVAC equipment, and plug loads will be connected to this panel.

Service #2 Load Calculation

Residential Meter Bank 'MB-B3'	Amp@208V	
65 Units (23% Demand Factor per NEC 220.84)	423 KVA	1,176 A
Residential Meter Bank 'MB-B4'		
40 Units (28% Demand Factor per NEC 220.84)	323 KVA	898 A
Residential Meter Bank 'MB-B5'		
34 Units (30% Demand Factor per NEC 220.84)	296 KVA	823 A
Combined Switchboard Load 'MSB-WB'		
139 Units (23% Demand Factor per NEC 220.84)	915 KVA	2,541 A
TOTAL	915 KVA	2,541 A

Building C Service #1 – House and Amenity Spaces:

Main switchboard (MSB-C) rated at 1200A, 277/480V, 3 phase, 4 wire shall be provided with a 100% rated main circuit breaker equipped with ground-fault protection, utility meter and distribution sections.

Additional distribution sections will be provided to serve house lighting, HVAC, plumbing, elevators, plug loads, etc.

Step-down transformers will be provided in the sub-electrical rooms for 120/208V loads. The 120/208V panels will serve receptacles, 120/208V mechanical equipment, plumbing equipment, etc.

Building C Electrical Service Load Calculation -

777 MDF (Building C) - Overall Load Calculation										
Total Gross Square Footage - 142,236										
Space / Type	Floor	Area / Load	Emerg.	HVAC	Lighting	Recept.	Misc.	Total	Total (A@208V)	Total (A@480V)
Dwelling Units	1-5	77,102 SF			See Dwelling Units Load Calculation			661 kVA	1,835 A	
Office / Amenity	1	9,555 SF		8.0 VA/SF	0.9 VA/SF	3.0 VA/SF	1.0 VA/SF	123 kVA	342 A	148 A
Laundry - Washers	1-5	2 per floor						19 kVA		
Laundry - Dryers	1-5	2 per floor						499 kVA		
Circulation (Corridors/Common Areas)	1-5	24,096 SF		5.0 VA/SF	0.9 VA/SF	1.0 VA/SF	1.0 VA/SF	190 kVA	528 A	229 A
Site		41,026 SF			0.1 VA/SF		1.0 VA/SF	45 kVA	125 A	54 A
Emergency Lighting (Interior & Exterior)		34,395 SF	CEC 700		0.25 VA/SF			9 kVA	24 A	10 A
Normal Elevators		40 HP x 2						82 kVA	228 A	99 A
Domestic Booster Pump		Triplex 15 HP						22 kVA	60 A	26 A
Electric Water Heater (2@120KW)								240 kVA	666 A	289 A
Total Dwelling Units Load		77,102 SF						661 kVA	1,835 A	
Total House Loads		74,677 SF						1,188 kVA	3,299 A	1,429 A
Total House Loads w/ 10% Spare								1,307 kVA	3,629 A	1,572 A
CEC 700 Loads (Emergency)								9 kVA	24 A	10 A
Total Emergency w/ 10% Spare								9 kVA	26 A	11 A

Building C Residential Load Calculation Service #2 – Residential

Main switchboard (MSB-C) rated at 2000A, 120/208V, 3 phase, 4 wire.

A total of (2), (1) 1200A and (1) 1000A meter banks will be used to serve the apartment units on floors 1 through 5 located within the building.

Each residential unit will have a 125A, 120/208V, single phase, 3-wire residential unit load center. Kitchen appliances, lights, HVAC equipment, and plug loads will be connected to this panel.

Service #2 Load Calculation

	Amp@208V	
Residential Meter Bank 'MB-C1' 43 Units (27% Demand Factor per NEC 220.84)	323 KVA	899 A
Residential Meter Bank 'MB-C2' 58 Units (24% Demand Factor per NEC 220.84)	401 KVA	1,116 A
Combined Switchboard Load 'MSB-C' 101 Units (23% Demand Factor per NEC 220.84)	660 KVA	1,836 A
TOTAL	660 KVA	1,836 A

Emergency Life Safety System

Emergency power for code-required emergency lighting will be provided by one 45 kVA, 277/480V, 3 phase inverter for egress lighting for the garage and one 20KVA, 277/480, 3 phase inverter for the house.

ELECTRICAL SYSTEM

General

Cables and wiring will be 75 degree C rated insulation with copper conductors and color coded.

All panel bussing shall be copper.

Branch circuit panelboards shall use bolt-on circuit breakers. Residential load centers shall use plug-in circuit breakers.

Conductors for the house panel circuits shall be copper with THWN insulation for wet or underground and THHN for dry locations. Type XHHW will be used for sizes larger than #1/0. Conductor sizes shall be No. 12 AWG minimum for power and No. 14 AWG for controls or signal.

Feeders from residential meters to load centers shall be copper with THWN/THHN insulation or MC cable.

Branch circuit conductors in residential units shall be non-metallic cable as allowed by the CEC.

Grounding conductors will be provided in all feeder and branch circuits.

The building will be provided with a ground system with maximum, dry-ground impedance of no more than 25 ohms.

Provide power for all HVAC control systems, mechanical systems, and plumbing systems.

Resident Apartments

Unit wiring will be routed above ceiling from the main electrical room to each apartment load center. All devices within each unit will be routed to the apartment load center.

Parking Garage

Provide level 2 and level 3 electric vehicle charging stations at parking spaces. 15% of total parking spaces shall be level 2 and 1 out of every 100 parking spaces to be level 3, per The City of Mountain View Reach Codes. EV ready shall be provided for all non EV installed spaces on site, per The City of Mountain View Reach Codes.

LIGHTING SYSTEM

Refer to electrical drawings and interiors package for lighting fixture cutsheets. Fixture pricing is to be broken out from base bid. Coordinate with owner.

Design Light Levels

Design criteria for the illuminance of various spaces within the building are shown in the table below:

SPACE	AVG ILLUMINANCE (FC)
Common Spaces	
Storage, Janitors	10
Utility, Electrical, Mechanical	30
Parking Garage	5
Parking Garage (Entrance & Exit)	50
Hallways (Active Hours)	10
Hallways (Sleeping Hours)	5
Public Restrooms	10
Elevator Lobby	10 min.
Exterior Pedestrian Pathways	1-2
Offices	30-40
Lobby	15
Fitness Rooms	50
Clubhouse/Lounge/Amenity	10-15
Resident Rooms	
Entrance	20
Kitchen (Task)	50
Closet	30
Restroom	10
Make-Up/Shaving Area	50
Living Room	5-10
Bedroom	3-5

System Description

All lighting will be served from dedicated panelboards with operating voltage at 120V.

Energy efficient, LED lighting fixtures will be used throughout the building.

The lighting power density [LPD] of each space shall comply with the LPD value allowed by Title 24-Table 140.6-C.

Residential luminaires shall be high efficacy and/or meet the requirements of Appendix JA8 per California Title 24.

Lighting and lighting control of common areas of the building shall comply with the nonresidential lighting requirements. Lighting and lighting controls in the residential units shall comply with the residential Title 24 lighting requirements.

All luminaires for residential units shall be of LED types.

Exit and Emergency Lighting

Emergency lighting will consist of exit signs and general lighting fixtures for egress illumination powered from an inverter. Provide an unswitched dedicated emergency circuit for exit signs.

Egress lighting will include an adequate number of fixtures to provide 90 minutes of illumination during a loss of power situation.

Minimum of 1 foot-candle shall be maintained throughout the egress path.

Emergency lighting shall be switched/dimmed with normal fixtures in space and shall come to full-on in an emergency situation.

Energy efficient green LED thermoplastic exit signs shall be provided for all areas.

Stairways

Means of Illumination:

- Illumination will be provided using linear, surface mounted LED luminaires with integral occupancy sensor.
- Locate lights at each stairway landing.

Means of Control:

- Occupancy sensor shall be programmed to dim lights to 40% after 10 minute vacancy period during day hours.
- Program sensor to dim lights to 20% after a 5 minute vacancy period during night hours.
- Intertie with building wide lighting control system.
- Lights shall be activated from level above and below.
- Lights shall turn full-on when normal power shuts off or upon activation of emergency alarm. Provide UL924 emergency transfer relay device to bypass controls.
- Lighting in open stairways must have an occupancy sensor that works in combination with a photocell, an astronomical time clock or an energy management control system, or EMCS.

Corridors

Means of Illumination:

- Illumination will be provided using a combination of recessed and decorative LED luminaires. Decorative luminaires will be either ceiling or wall mounted.
- General lights shall be spaced appropriately in order to maintain the required footcandle levels.
- Provide fixture directly over elevator landing in order to maintain the minimum of 10 footcandles requirement.

Means of Control:

- Install ceiling mounted occupancy sensors designed for hallways.
- Program sensor to dim lights to 50% after a 15 minute vacancy period during the day hours.
- Program sensor to dim lights to 30% after a 5 minute vacancy period during night hours.
- Intertie with building wide lighting control system.
- Lights shall be activated from all designed paths of egress.
- Emergency lights shall turn full-on when normal power shuts-off or upon activation of emergency alarm. Provide UL924 emergency transfer relay device to bypass controls.

Storage, Janitors, Electrical and other BOH Rooms

Means of Illumination:

- Lensed LED strips fixtures shall be provided for mechanical, electrical and utility rooms.
- Recessed prismatic lens troffers shall be provided in support or storage rooms with drop ceiling type.

Means of Control:

- Due to the possibility of life safety issues main electrical and mechanical rooms shall only be controlled by manual toggle switches located at each access/egress point.
- Electrical closets, IDF closets, janitor rooms, storage, and all other BOH rooms shall be controlled by manual toggle switch with integrated motion sensor (sensor switch) with automatic 10 minute time delay off. Provide high efficacy fixtures to avoid exceeding the 0.5 watts / square foot threshold that will require dimming switches.

Parking Garage

Means of Illumination:

- Lensed, low glare, surface mounted LED. 4000K.

Means of Control:

- Partial on/off integrated occupancy sensors will dim the lights to 40% or lower when unoccupied and return light to undimmed levels when motion is detected.
- No more than 500 watts of rated lighting power shall be controlled together.

Common and Amenity Areas

Coordinate with architect, Interior designer and owner for lighting in common and amenity areas.

All lighting shall be of LED types.

Resident Apartments

General

All recessed luminaires shall be IC rated and sealed with a gasket or caulk in order to comply with Title 24.

All lighting installed shall be high efficacy and/or meet the requirements of Appendix JA8.

Provided switched receptacles in rooms where permanently installed lighting has not been provided.

Dimmer switches are to be provided in kitchen per title 24.

Vacancy sensors/switch to be provided in bathrooms and walk in closets per title 24.

Bedrooms

Switched receptacles only with J-Box for ceiling mounted fan.

Kitchens

Lighting in the kitchen shall be surface or recessed mounted LED downlights.

General kitchen lighting shall be controlled by a wall dimmer switch.

Provide linear LED undercabinet lighting over kitchen counter controlled by wall toggle switch.

Bathrooms

Provide wet listed LED surface or recessed mounted luminaire for general bathroom lighting controlled by wall dimmer switch.

One integrated LED lighting within vanity mirror mounted on the wall controlled by vacancy sensor with manual on/off switch (dimming optional).

Laundry Rooms & Utility Rooms

All luminaires must be high efficacy and controlled by vacancy sensors.

END OF ELECTRICAL/LIGHTING SECTION

Interface Engineering Inc.		PEER DESIGN REVIEW				
Location: Mountain View, CA		Discipline: Mechanical				
Project Name: 777 W Middlefield MFR - Bldg C (DB)		Reviewers: Yee Cheung/Priyank Vekaria				
Project Number: 2020-0506		Dwg. Date 12/8/2021				
Phase: 100% CD Contractors Design Review						
Item	Sheet Location	Review Comments	Revised Yes/No	Response: by Lovazzano	Interface 5/5/2022 Response:	MEPF Response to 5/5 Comments:
Mechanical Drawings:						
1	M6-0.01	Fix overlapping text on notes	YES	Fixed notes	No follow-up comment based on response.	
2	M6-0.01	Green Building Code Requirements Note 3: all filters shall be a minimum of MERV 13 rating per BOD	NO	Note 25, CGBC 5.504.5.3 indicates MERV 13 will be provided.	No follow-up comment based on response.	
3	M6-0.01	General Project Note 5: per general note L on bid drawing M6-1.0, flexible ductwork may only be used on last 5 feet of air outlets			Comment remains, flexible duct and connectors shall not exceed a maximum length of 5 feet at air inlets and shall not be used in lieu of rigid elbows and fittings as per bridging documents. Refer to note #M/MO-0.01	For non- residential areas, flexible air ducts shall be 5 ft maximum. For residential areas, flexible air ducts can be longer than 5 ft. Per CMC 603.4.1, Factory-made flexible air ducts and connectors shall be not more than 5 feet in length and shall not be used in lieu of rigid elbows or fittings. flexible air ducts shall be permitted to be used as an elbow as a terminal device. EXCEPTION: RESIDENTIAL OCCUPANCIES.
4	M6-0.01	General Project Note 11: per BOD, ductwork shall be sized at a maximum of 0.087/100'	YES	Revised note to 0.087/100 ft	No follow-up comment based on response.	
5	M6-0.02	Supply Fan Schedule: fans serving non-residential areas to be provided with a 24/7 programmable timer so as to not operate during unoccupied periods	NO	Supply fan serving non-residential areas will operate continuously.	Comment remains, supply fans serving non-residential areas to be provided with a 24/7 programmable timer so as to not operate during unoccupied periods	Supply fans server corridors will operate continuously. fans server level 1, 2 and 3 common areas will be controlled by high voltage thermostat, provided by electrical.
6	M6-0.02	Exhaust Fan Schedule: per BOD and bid documents, exhaust fan's high speed for residential bathrooms to be activated at light activation or humidistat	YES	revised note to indicate exhaust fan high speed to be activated by wall light switch	No follow-up comment based on response.	
7	M6-0.02	Residential Return Air Register Sizing Note: confirm that filter depth is minimum 2 inches	YES	revised schedule note to indicate 2" filter will be provided	No follow-up comment based on response.	
8	M6-0.02	Common Area Split System Heat Pump - Indoor Unit Schedule: confirm that the unit will be provided with 2-inches deep MERV-13 filters	YES	added note to equipmnet schedule	No follow-up comment based on response.	
9	M6-0.02	Split System Fan Coil Unit Schedule: confirm that ducted units will be provided with 2-inches deep MERV-13 filters	YES	added note to equipmnet schedule	No follow-up comment based on response.	
10	M6-1.10 to M6-1.40	Most residential bathroom and kitchen exhaust outlets are immediately adjacent to windows. Confirm that all exhaust outlets are minimum 3 feet away from openings into the building	NO	exhaust outlets and operable windows have been coordinated	No follow-up comment based on response.	
11	M6-1.10 to M6-1.40	At units C-X16 and C-X18, confirm that distance from outdoor air inlet to exhaust air out is a minimum of 10 feet	NO	Confirmed. Exhaust outlet and outside air inlet are 10 ft apart.	No follow-up comment based on response.	
12	M6-1.10 to M6-1.50	Confirm that the laundry room is air conditioned (no equipment tag) and that the HVAC system is sized to handle the outdoor air intake, or alternatively, route the outdoor air duct such that it will not become a room load	NO	Laundry room is not air conditioned per meeting discussion	Comment remains, provide air conditioning per bridging documents	*Owner to comment
13	M6-1.10	At water heater room C-C125, confirm that the exhaust air outlet is at a minimum of 3 feet away from openings into the building and a minimum of 10 feet away from outdoor air intake	NO	Water Heater room is not occupied space, exhaust air from this space is not environmental air.	Comment remains, exhaust air outlet from water heater room needs to be a minimum 3 feet awa from openings into the building and a minimum of 10 feet away from outdoor air intakes.	
14	M6-1.10 to M6-1.50	Confirm if cooling is needed in electrical rooms adjacent to units C-X10 based on heat generated by electrical equipment in room	NO	Electrical confirmed, no HVAC requirement in this room	No follow-up comment based on response.	
15	M6-1.10 to M6-1.50	Provide fan coil unit in IDF rooms adjacent to units C-X08 per bid document drawing M6-1.1	NO	Electrical confirmed, no HVAC requirement in this room	Comment remains, provide fan coil unit in IDF room per bridging documents	*Owner to comment
16	M6-1.10	Provide cooling for mail room C-C115 and parcel C-C116 per bid document drawing M6-1.1	NO	these two spaces are open to corridor, no air conditioning	Comment remains, provide cooling per bridging documents	*Owner to comment
17	M6-1.20	Provide consistent duct size for kitchen range exhaust duct. It is shown as 7-inches in diameter in some units and 6-inches in diameter in others	NO	Mobility Units have different type of kitchen appliances. Appliance manufacturer recommends 7Ø exhaust vent.	Provide manufacturer recommended 7-inch diameter exhaust for kitchen range	6Ø exhaust duct will be provide for kitchen range for regular non-mobility units. 7"Ø exhaust vent will be provided for mobility units.
18	M6-1.20	Provide outdoor air intake louver size at laundry room C-C222	YES	added louver size	No follow-up comment based on response.	
19	M6-1.60	Confirm with authority having jurisdiction (AHJ) that locating a fan coil unit in an elevator control room is acceptable		will confirm	Comments remains until confirmed with AHJ	*Elevator sub to confirm
20	M6-1.60	Labels missing for duct penetrations at grid lines D and 3. Label all duct penetrations	YES	added missing duct tags at roof penetration.	No follow-up comment based on response.	
21	M6-3.01	Riser drawing 5: match tag of trash exhaust fan with tag used on the exhaust fan schedule and show trash exhaust fan on the roof	NO	they all match, the fan is already shown on the roof plan	No follow-up comment based on response.	

22	M6-5.01	Drawing 1 (Fan Coil Unit Detail - Wood): ductboard insulated plenum is not acceptable. Provide GSM plenums per bid document	NO	typical multiple family practice to use ductboard as plenum for residential	Comment remains, ductboard plenum is not acceptable per original comment. Provide GSM plenums per bridging documents	*Owner to comment, VE item. Ductboard same as BLD A & B	
23	M6-5.01	Drawing 1 (Fan Coil Unit Detail - Wood): per BOD, suspend fan coil units using spring isolators with 1-inch static deflection	NO	Fan Coil Unit will be provided with neoprene hanger. The Neoprene does not have 1-in static deflection	Comment remains, suspend fan coils units using spring isolators with 1-inch static deflection		*Owner to comment, Will require additional 6"-8" of drop soffit.
24	M6-5.02	Drawing 1 (Ceiling Diffuser & Sidewall Diffuser): ductboard plenum is not acceptable. Provide GSM plenums per bridging documents	NO	typical multiple family practice to use ductboard as plenum for residential	Comment remains, ductboard plenum is not acceptable per original comment. Provide GSM plenums per bridging documents		*Owner to comment, VE item. Ductboard same as BLD A & B
25	M6-5.02	Drawing 3 (Dryer Venting): flexible ducts may ot be used in dryer exhaust ductwork	NO	CMC 504.4.2.2 states flexible duct is allowed and shall not be concealed with construction.	No follow-up comment based on response.		
26	M6-5.02	Drawing 9 (Roof Mounted Utility Exhaust Fan Detail): confirm that spring isolators will be provided at utility sets	NO				confirmed. spring isolator will be provided for roof mounted utility fans
			Yes		Comment remains, no response provided		
Mechanical Specs:							
1	23 00 00	Section 2.3.C.5: to comply with K-value and insertion loss, as specified in section 23 31 00	no		Comment remains, no response provided	please provide BOD specifications 23 31 00	
2	23 00 00	Section 2.5.A: refrigerant piping to be ASTM B280 type ACR copper pipe and fittings as specified in section 23 21 13	no		Comment remains, no response provided	Soft copper, not hard copper. Typical multi family standard, hard copper was not bought out by ownership.	
3	23 00 00	Section 2.6.A: ductboard plenums are not acceptable. Insulation thickness for GSM ductwork to have R-value of 4.2 where "installed thickness shall be assumed to be 75 percent (25 percent compression) of nominal thickness" per T24-150.0(m)5.B, generally 1.5" thick	no		Comment remains, no response provided	Ductboard plenums to be used. No GSM plenums on residential units were bought out.	
4	23 00 00	Section 2.9: vibration isolation products to be manufactured by Kinetics, Mason or M. W. Sausse	no		Comment remains, no response provided	CALDYN proposed and by all means an acceptable equal	
5	23 00 00	Section 2.9.6: provide spring isolators for fan coil units and heat pumps per bid documents' typical details	no		Comment remains, no response provided	Spring isolators will not be provided for fancoils	
6	23 00 00	Section 3.3.A: submit documentation confirming quoted standards conform to CBC and ASCE 7-16	Yes		Comment remains, no response provided	Will revise specifications 3.3, A, 1. to "Work, materials and methods use shall conform to the Drawings, and to SMACNA guidelines."	
7	23 00 00	Section 3.11: TAB work to be carried out by NABCO, RSA or Mesa 3, per specification section 23 05 93	no		Comment remains, no response provided	No TAB Testing for the project.	

The Sevens - Exhibit 'M' - Retention Log

Cost Code	Scope of Work	Retention Notes	Retention billed previously	Retention left to bill
0191	Final Clean Up			
0200	Construction Staking & Monitoring	No Retention Held		
0201	Abatement (Allowance)			
0204	Demolition			
0212	Earthwork	100% Early release of retention for Mass Ex scope 60 days after completion & 100% Early release of retention 60 days after completion on balance.		
0224	Dewatering (Allowance)	Early release of retention 60-90 days after completed scope & acceptance from owner in accordance with milestone completions.		
0225	Temporary Perimeter Piling & Shoring	Early release of retention 60-90 days after completed scope & acceptance from owner in accordance with milestone completions.		
0286	Erosion Control/SWPPP	No Retention Held		
0250	Site Wet Utilities	5% 90 days after, balance at PW sign-off (TCO)		
0260	Joint Trench & Street Lighting			
0280	Manlift	No Retention Held		
0281	Tower Crane	No Retention Held		
0287	On/Off Site Concrete	No Retention Held on Materials		
0288	Asphalt Paving & Striping			
0289	Pavers			
0290	Landscaping & Irrigation			
0291	Site Specialties			
0305	Structural Concrete	90 days after completion of scope, reduced to 5%. At 180 days if no issues, retention released.		
0310	Light Weight Concrete			
0405	Stone Masonry			
0505	Structural Steel	Retention reduced to 5% within 30 days after completed scope. Remaining 5% released after Owner Punch (at completion)		
0515	Steel Stairs	No Retention Held on Material		
0520	Ornamental Iron	No Retention Held on Material		
0610	Cabinet Package			
0615	Rough Carpentry	No Retention Held on Material		
0625	Wood Siding			
0630	Finish Carpentry			
0705	Waterproofing			
0735	Roofing			
0745	Flashing & Sheet metal			
0755	Fireproofing			
0720	Expansion Joints			
0730	Building Insulation			
0801	Doors and Hardware			
0805	Sliding Doors & Windows			
0810	Storefront			
0815	Garage Doors/Gates			
0905	Lath & Plaster			
0915	Gypsum Wallboard	No Retention Held on Material		
0935	Solid Surfacing			
0950	Tile			
0970	Painting			
0920	Carpet & Resilient Flooring			
0921	Primary Lobby & Amenity Finish	No Retention Held On Material		
0985	Exhibit E (General Allowance)			
1000	Building Specialties			
1005	Signage (Allowance)			
1105	Residential Appliances	No Retention Held On Material		
1120	Trash Chutes			
1205	Window Coverings			
1310	Building Maintenance (EBM)			
1325	Spa			
1405	Elevators	Retention release within 30 days of turnover of last car. 1. Preconstruction Coordination, Submittals 25% 2. Elevator Material 50% 3. Installation Labor 25%		
1505	Plumbing			
1510	Plumbing (Submeters)	No Retention Held		
1515	Fire Protection			
1520	HVAC			
1605	Electrical			
1610	Low Voltage Package (Special Systems)			
1620	Pool Solar Design & Installation (NIC)			
1630	Light Fixtures & Lighting Controls (Allowance)	No Retention Held		
1800	General Conditions	No Retention Held		
1801	General Requirements	No Retention Held		
0101	General Liability Ins (OCIP by Owner/GC 0.5%)	No Retention Held		
8000	Contractors Contingency (2.0%)			
9000	Overhead & Profits			

*If not noted specifically, assumes retention release at Substantial completion

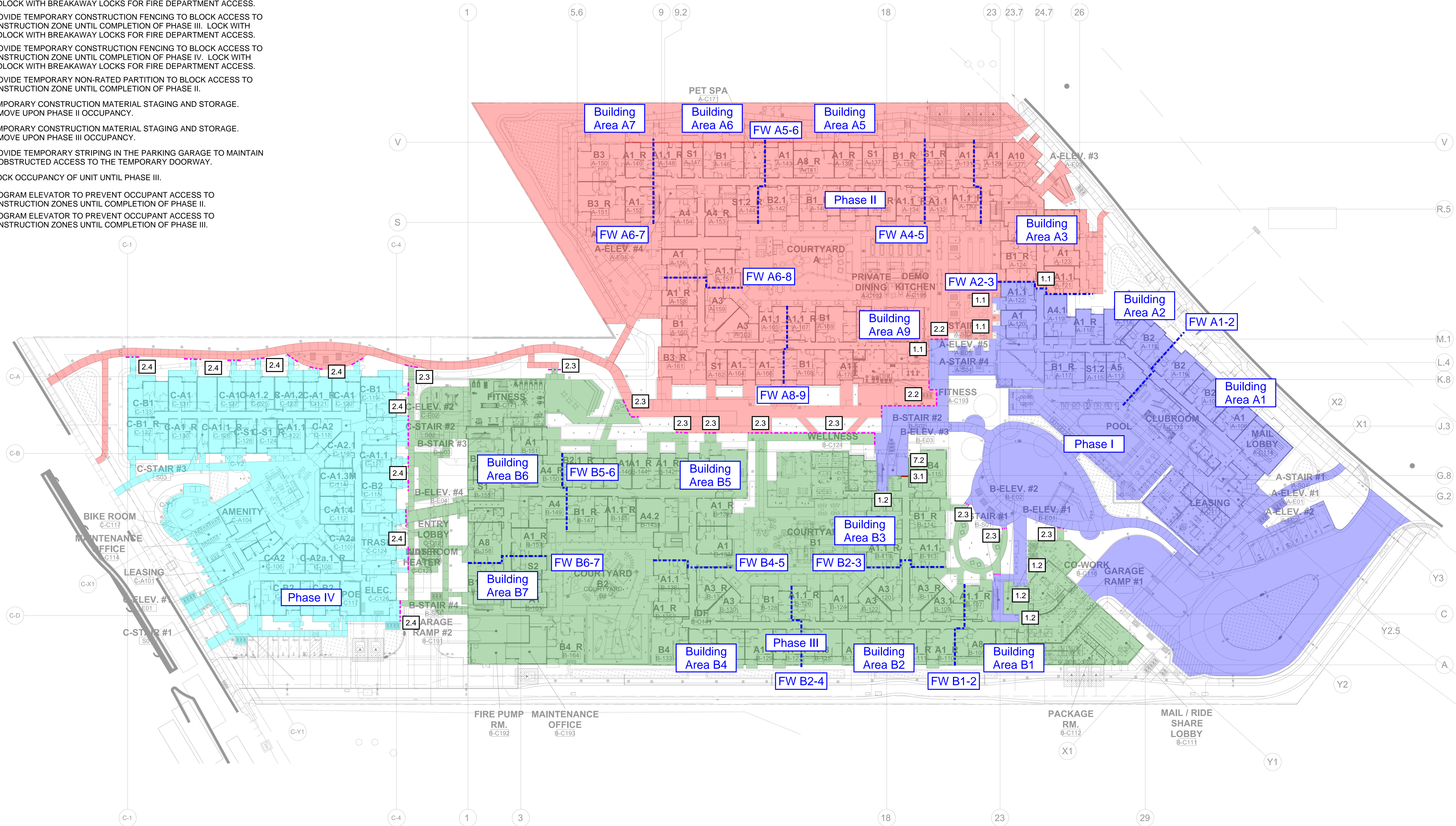
THE SEVENS - EXHIBIT N - LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF MOUNTAIN VIEW, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE ON THE EASTERLY LINE OF STIERLIN ROAD, DISTANT THEREON SOUTH 0° 22' WEST 762.37 FEET FROM THE POINT OF INTERSECTION OF THE SAID EASTERLY LINE OF STIERLIN ROAD WITH THE NORTHERLY LINE OF THE RANCHO PASTORIA DE LAS BORREGAS; RUNNING THENCE, SOUTH 58° 26' EAST AND PARALLEL WITH THE NORTHERLY LINE OF THE SAID RANCHO PASTORIA DE LAS BORREGAS, 509.07 FEET TO AN IRON PIPE; RUNNING THENCE, NORTH 0° 22' EAST AND PARALLEL WITH THE SAID EASTERLY LINE OF STIERLIN ROAD 235.41 FEET TO AN IRON PIPE; RUNNING THENCE, SOUTH 58° 26' EAST AND PARALLEL WITH THE SAID NORTHERLY LINE OF THE RANCHO PASTORIA DE LAS BORREGAS 472.36 FEET TO A POINT ON THE WESTERLY LINE OF THAT REAL PROPERTY AS ACQUIRED BY COUNTY OF SANTA CLARA BY FINAL ORDER AND DECREE OF CONDEMNATION, ACTION NO. 184087 ISSUED OUT OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SANTA CLARA, A CERTIFIED COPY OF WHICH WAS RECORDED NOVEMBER 3, 1967 IN BOOK 7917 OF OFFICIAL RECORDS, PAGE 96, SAID POINT ALSO LYING ON THE WESTERLY LINE OF MIDDLEFIELD ROAD (84 FEET WIDE), IN THE CITY OF MOUNTAIN VIEW, AND SAID POINT ALSO LYING ON A CURVE HAVING A RADIAL BEARING OF SOUTH 77° 21' 56" WEST; THENCE AROUND SAID CURVE TO THE RIGHT, CONCAVE WESTERLY WITH A RADIUS OF 1208 FEET AND THROUGH A CENTRAL ANGLE OF 6° 19' 36" AND FOR AN ARC LENGTH OF 133.39 FEET TO THE POINT OF REVERSE CURVE; THENCE AROUND SAID CURVE TO THE LEFT, CONCAVE EASTERLY WITH A RADIUS OF 1442 FEET AND THROUGH A CENTRAL ANGLE OF 12° 10' 33" AND FOR AN ARC LENGTH OF 306.44 FEET TO THE END OF SAID CURVE, AND SAID POINT LYING ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM MILDRED CENTER, ET AL, TO THE UNITED STATES OF AMERICA, RECORDED JULY 10, 1943 IN BOOK 1146 OF OFFICIAL RECORDS, PAGE 428, SANTA CLARA COUNTY RECORDS; THENCE RUNNING SOUTH 31° 32' WEST AND ALONG SAID LAST NAMED LINE, 196.72 FEET TO THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ISAMI SAM UCHIYAMA, ET UX, TO SAN JOSE ABSTRACT AND TITLE COMPANY, A CORPORATION, BY DEED DATED DECEMBER 8, 1954 AND RECORDED DECEMBER 8, 1954 IN BOOK 3028 OF OFFICIAL RECORDS, PAGE 193, SANTA CLARA COUNTY RECORDS; THENCE NORTH 58° 26' WEST AND ALONG SAID NORTHERLY LINE OF THE LANDS OF THE SAN JOSE ABSTRACT AND TITLE COMPANY, 962.04 FEET TO THE EASTERLY LINE OF SAID STIERLIN ROAD AND THE EASTERLY LINE OF THAT REAL PROPERTY CONVEYED BY MASARU ROY IWATA, ET UX, TO THE CITY OF MOUNTAIN VIEW, BY DEED DATED FEBRUARY 15, 1962 AND RECORDED FEBRUARY 19, 1962 IN BOOK 5470 OF OFFICIAL RECORDS, PAGE 659, AND SAID POINT ALSO LYING ON A CURVE HAVING A RADIAL BEARING OF NORTH 89° 19' 58" WEST; THENCE NORTHERLY AND ALONG THE EASTERLY LINE OF SAID LANDS CONVEYED BY IWATA, AND AROUND A CURVE TO THE LEFT WITH A RADIUS OF 829.79 FEET AND THROUGH A CENTRAL ANGLE OF 0° 18' 02" AND FOR AN ARC LENGTH OF 4.35 FEET TO THE END OF SAID CURVE; THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE LANDS CONVEYED BY IWATA, NORTH 0° 22' EAST 51.18 FEET; THENCE NORTH 89° 38' WEST, 5.00 FEET TO SAID EASTERLY LINE OF STIERLIN ROAD; THENCE NORTH 0° 22' EAST AND ALONG SAID EASTERLY LINE OF STIERLIN ROAD 316.97 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF SAID RANCHO PASTORIA DE LAS BORREGAS.

KEYNOTE LEGEND

- 1.1 BLOCK OFF DOORWAY/CORRIDOR TO AVOID EGRESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II.
- 1.2 BLOCK OFF DOORWAY/CORRIDOR TO AVOID EGRESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE III.
- 2.1 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION MATERIAL STAGING AND STORAGE. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 2.2 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 2.3 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE III. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 2.4 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE IV. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 3.1 PROVIDE TEMPORARY NON-RATED PARTITION TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II.
- 4.1 TEMPORARY CONSTRUCTION MATERIAL STAGING AND STORAGE. REMOVE UPON PHASE II OCCUPANCY.
- 4.2 TEMPORARY CONSTRUCTION MATERIAL STAGING AND STORAGE. REMOVE UPON PHASE III OCCUPANCY.
- 5.1 PROVIDE TEMPORARY STRIPING IN THE PARKING GARAGE TO MAINTAIN UNOBSTRUCTED ACCESS TO THE TEMPORARY DOORWAY.
- 6.1 BLOCK OCCUPANCY OF UNIT UNTIL PHASE III.
- 7.1 PROGRAM ELEVATOR TO PREVENT OCCUPANT ACCESS TO CONSTRUCTION ZONES UNTIL COMPLETION OF PHASE II.
- 7.2 PROGRAM ELEVATOR TO PREVENT OCCUPANT ACCESS TO CONSTRUCTION ZONES UNTIL COMPLETION OF PHASE III.



1 OVERALL PLAN - 1ST STORY
1" = 30'-0"

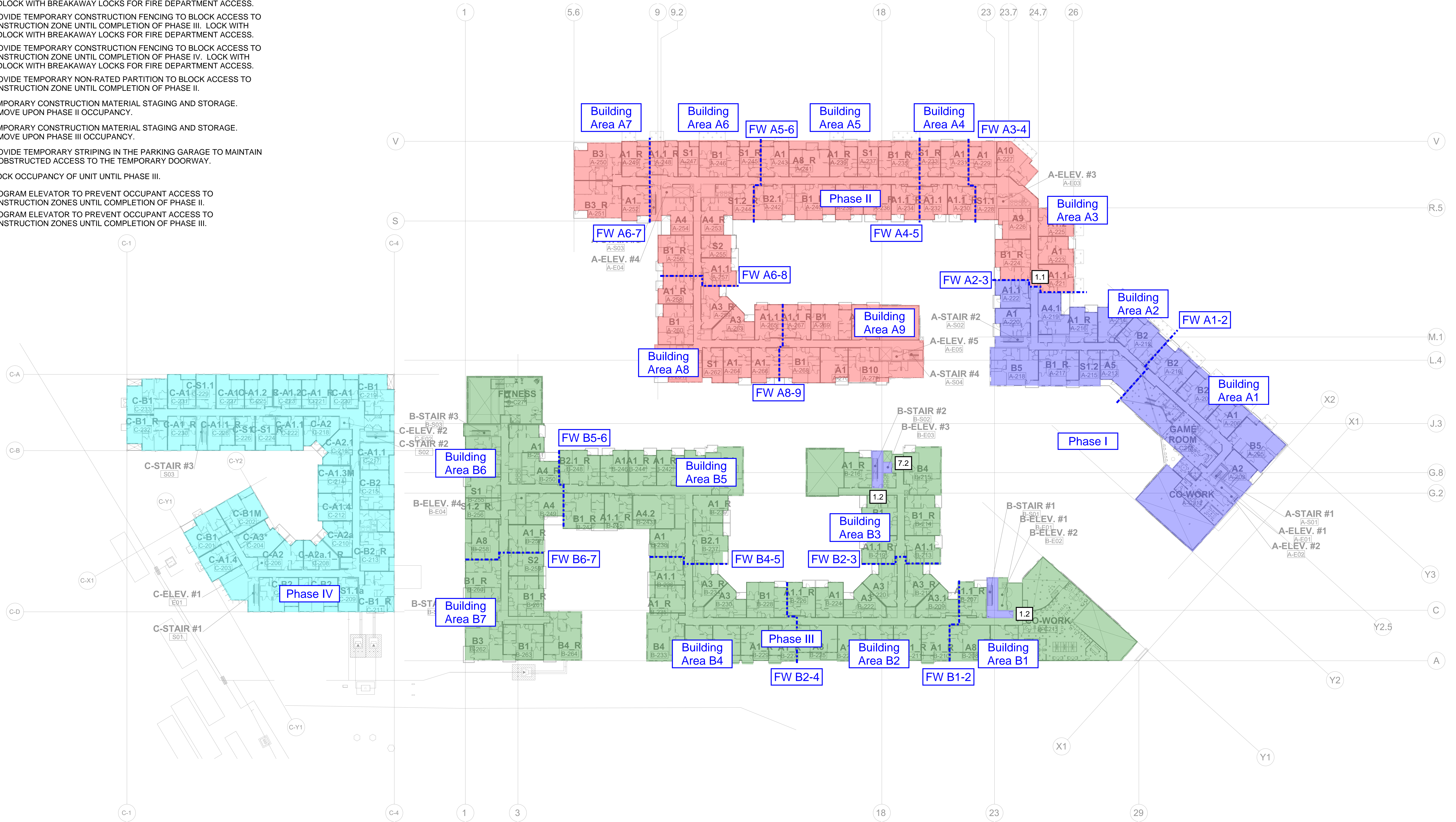
LINETYPE LEGEND

- 3-HOUR FIRE WALL
- EXIT PATHWAYS FROM STAIRWAYS AND MAIN ENTRANCES
- TEMPORARY CONSTRUCTION FENCING
- CONSTRUCTION MATERIAL AND STAGING.
- TEMPORARY PARKING GARAGE STRIPING.
- PHASE I: PARKING GARAGE, BUILDING A (PARTIAL, LEVEL 1 TO LEVEL 4)
- PHASE II: BUILDING A (COMPLETE)
- PHASE III: BUILDING B
- PHASE IV: BUILDING C

THE SEVENS
 777 West Middlefield, Mountain View, CA
 MOUNTAIN VIEW OWNER
 A DELAWARE LLC
 PHASING PLAN - LEVEL 1
 NOT FOR CONSTRUCTION

KEYNOTE LEGEND

- 1.1 BLOCK OFF DOORWAY/CORRIDOR TO AVOID EGRESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II.
- 1.2 BLOCK OFF DOORWAY/CORRIDOR TO AVOID EGRESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE III.
- 2.1 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION MATERIAL STAGING AND STORAGE. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 2.2 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 2.3 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE III. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 2.4 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE IV. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 3.1 PROVIDE TEMPORARY NON-RATED PARTITION TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II.
- 4.1 TEMPORARY CONSTRUCTION MATERIAL STAGING AND STORAGE. REMOVE UPON PHASE II OCCUPANCY.
- 4.2 TEMPORARY CONSTRUCTION MATERIAL STAGING AND STORAGE. REMOVE UPON PHASE III OCCUPANCY.
- 5.1 PROVIDE TEMPORARY STRIPING IN THE PARKING GARAGE TO MAINTAIN UNOBSTRUCTED ACCESS TO THE TEMPORARY DOORWAY.
- 6.1 BLOCK OCCUPANCY OF UNIT UNTIL PHASE III.
- 7.1 PROGRAM ELEVATOR TO PREVENT OCCUPANT ACCESS TO CONSTRUCTION ZONES UNTIL COMPLETION OF PHASE II.
- 7.2 PROGRAM ELEVATOR TO PREVENT OCCUPANT ACCESS TO CONSTRUCTION ZONES UNTIL COMPLETION OF PHASE III.



1 OVERALL PLAN - 2ND STORY
1" = 30'-0"

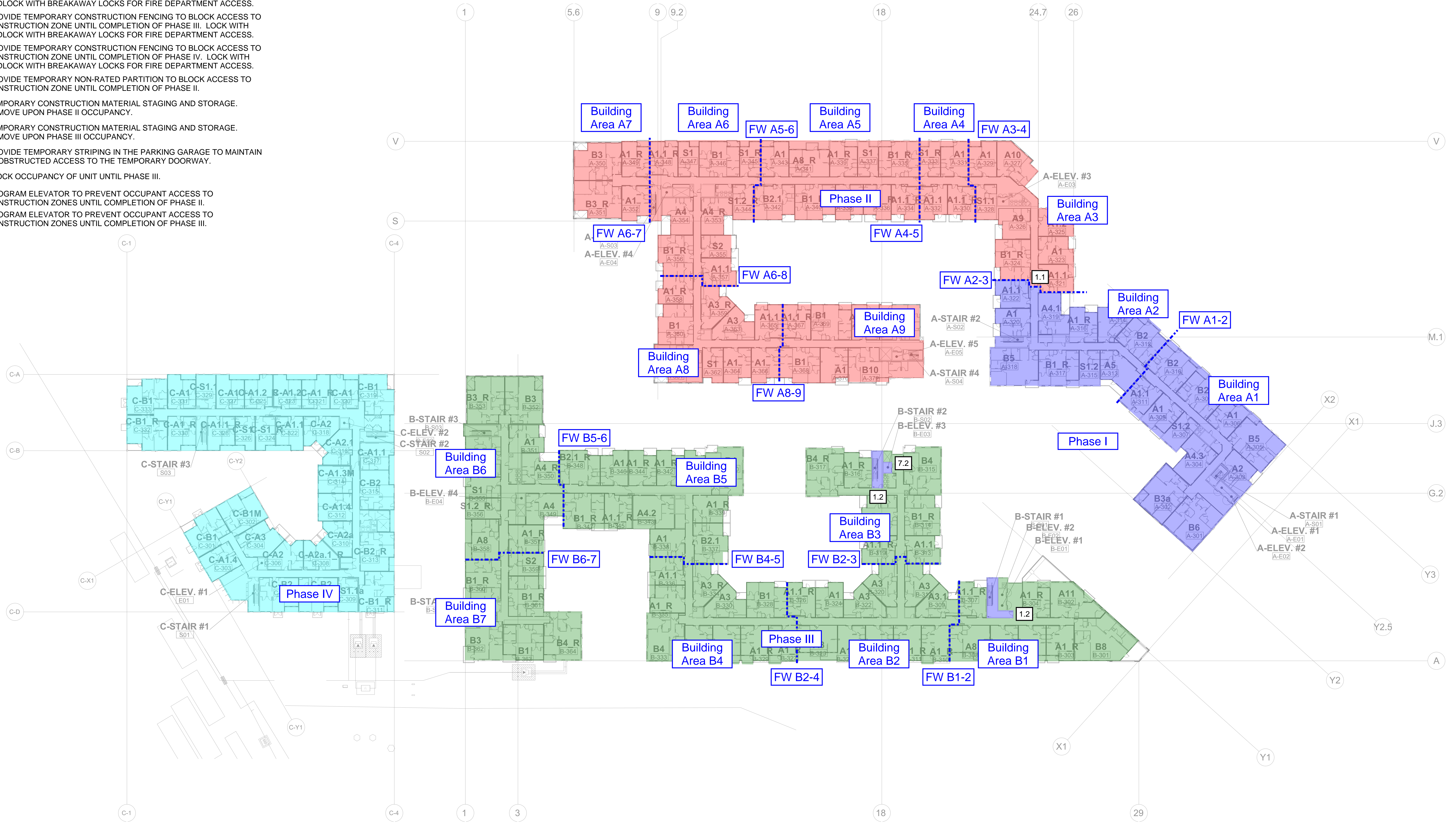
LINETYPE LEGEND

- - - - - 3-HOUR FIRE WALL
- - - - - EXIT PATHWAYS FROM STAIRWAYS AND MAIN ENTRANCES
- - - - - TEMPORARY CONSTRUCTION FENCING
- CONSTRUCTION MATERIAL AND STAGING.
- TEMPORARY PARKING GARAGE STRIPING.
- PHASE I: PARKING GARAGE, BUILDING A (PARTIAL, LEVEL 1 TO LEVEL 4)
- PHASE II: BUILDING A (COMPLETE)
- PHASE III: BUILDING B
- PHASE IV: BUILDING C

DATE
 REVISION
 THE SEVENS
 777 West Middlefield, Mountain View, CA
 MOUNTAIN VIEW OWNER
 A DELAWARE LLC
 PHASING PLAN - LEVEL 2
 NOT FOR CONSTRUCTION

KEYNOTE LEGEND

- 1.1 BLOCK OFF DOORWAY/CORRIDOR TO AVOID EGRESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II.
- 1.2 BLOCK OFF DOORWAY/CORRIDOR TO AVOID EGRESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE III.
- 2.1 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION MATERIAL STAGING AND STORAGE. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 2.2 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 2.3 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE III. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 2.4 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE IV. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 3.1 PROVIDE TEMPORARY NON-RATED PARTITION TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II.
- 4.1 TEMPORARY CONSTRUCTION MATERIAL STAGING AND STORAGE. REMOVE UPON PHASE II OCCUPANCY.
- 4.2 TEMPORARY CONSTRUCTION MATERIAL STAGING AND STORAGE. REMOVE UPON PHASE III OCCUPANCY.
- 5.1 PROVIDE TEMPORARY STRIPING IN THE PARKING GARAGE TO MAINTAIN UNOBSTRUCTED ACCESS TO THE TEMPORARY DOORWAY.
- 6.1 BLOCK OCCUPANCY OF UNIT UNTIL PHASE III.
- 7.1 PROGRAM ELEVATOR TO PREVENT OCCUPANT ACCESS TO CONSTRUCTION ZONES UNTIL COMPLETION OF PHASE II.
- 7.2 PROGRAM ELEVATOR TO PREVENT OCCUPANT ACCESS TO CONSTRUCTION ZONES UNTIL COMPLETION OF PHASE III.



1 OVERALL PLAN - 3RD STORY
1" = 30'-0"

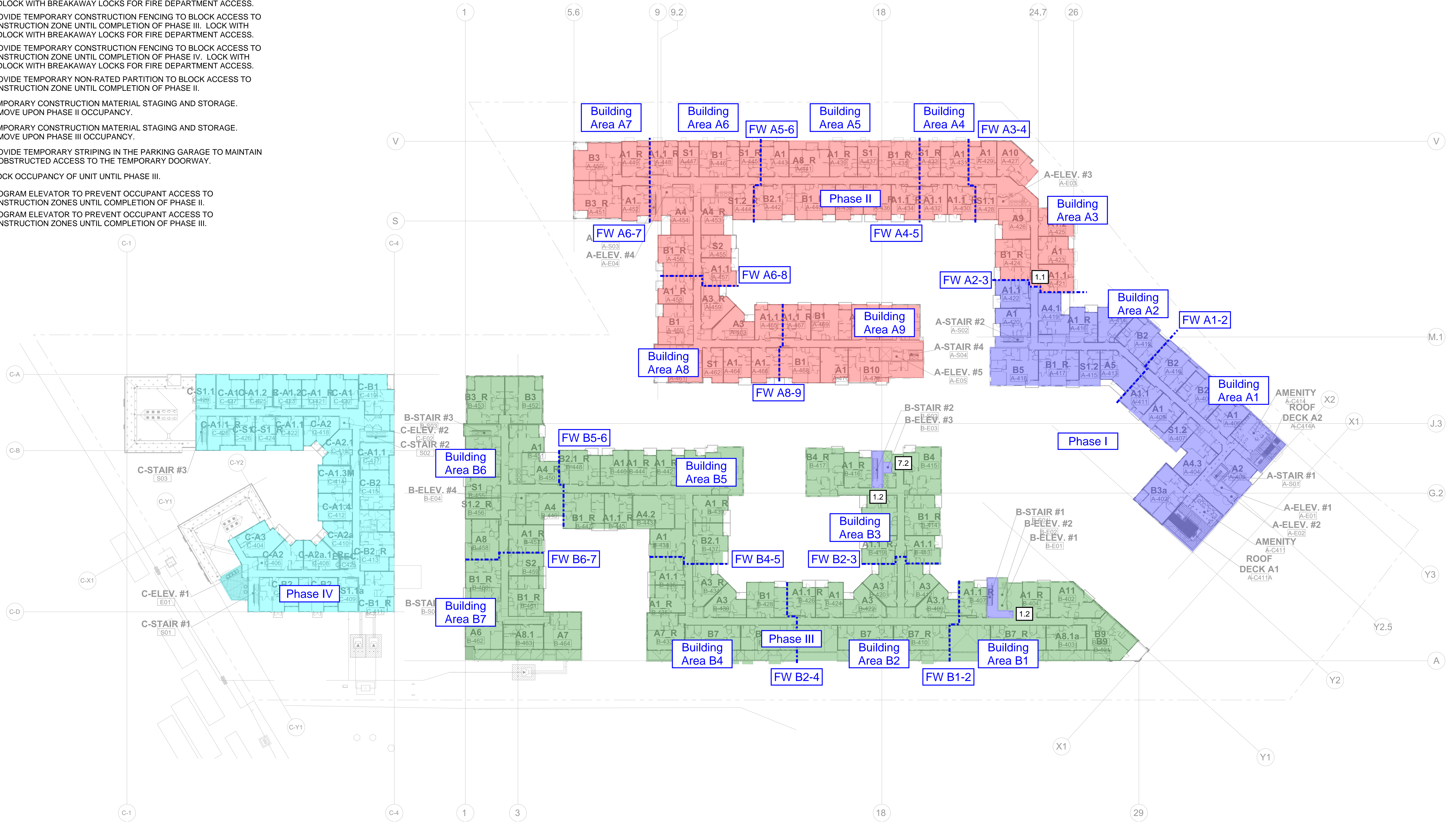
LINETYPE LEGEND

- 3-HOUR FIRE WALL
- EXIT PATHWAYS FROM STAIRWAYS AND MAIN ENTRANCES
- TEMPORARY CONSTRUCTION FENCING
- CONSTRUCTION MATERIAL AND STAGING.
- TEMPORARY PARKING GARAGE STRIPING.
- PHASE I: PARKING GARAGE, BUILDING A (PARTIAL, LEVEL 1 TO LEVEL 4)
- PHASE II: BUILDING A (COMPLETE)
- PHASE III: BUILDING B
- PHASE IV: BUILDING C

DATE
 REVISION
 THE SEVENS
 777 West Middlefield, Mountain View, CA
 MOUNTAIN VIEW OWNER
 A DELAWARE LLC
 PHASING PLAN - LEVEL 3
 NOT FOR CONSTRUCTION

KEYNOTE LEGEND

- 1.1 BLOCK OFF DOORWAY/CORRIDOR TO AVOID EGRESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II.
- 1.2 BLOCK OFF DOORWAY/CORRIDOR TO AVOID EGRESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE III.
- 2.1 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION MATERIAL STAGING AND STORAGE. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 2.2 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 2.3 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE III. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 2.4 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE IV. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
- 3.1 PROVIDE TEMPORARY NON-RATED PARTITION TO BLOCK ACCESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II.
- 4.1 TEMPORARY CONSTRUCTION MATERIAL STAGING AND STORAGE. REMOVE UPON PHASE II OCCUPANCY.
- 4.2 TEMPORARY CONSTRUCTION MATERIAL STAGING AND STORAGE. REMOVE UPON PHASE III OCCUPANCY.
- 5.1 PROVIDE TEMPORARY STRIPING IN THE PARKING GARAGE TO MAINTAIN UNOBSTRUCTED ACCESS TO THE TEMPORARY DOORWAY.
- 6.1 BLOCK OCCUPANCY OF UNIT UNTIL PHASE III.
- 7.1 PROGRAM ELEVATOR TO PREVENT OCCUPANT ACCESS TO CONSTRUCTION ZONES UNTIL COMPLETION OF PHASE II.
- 7.2 PROGRAM ELEVATOR TO PREVENT OCCUPANT ACCESS TO CONSTRUCTION ZONES UNTIL COMPLETION OF PHASE III.



1 OVERALL PLAN - 4TH STORY
1" = 30'-0"

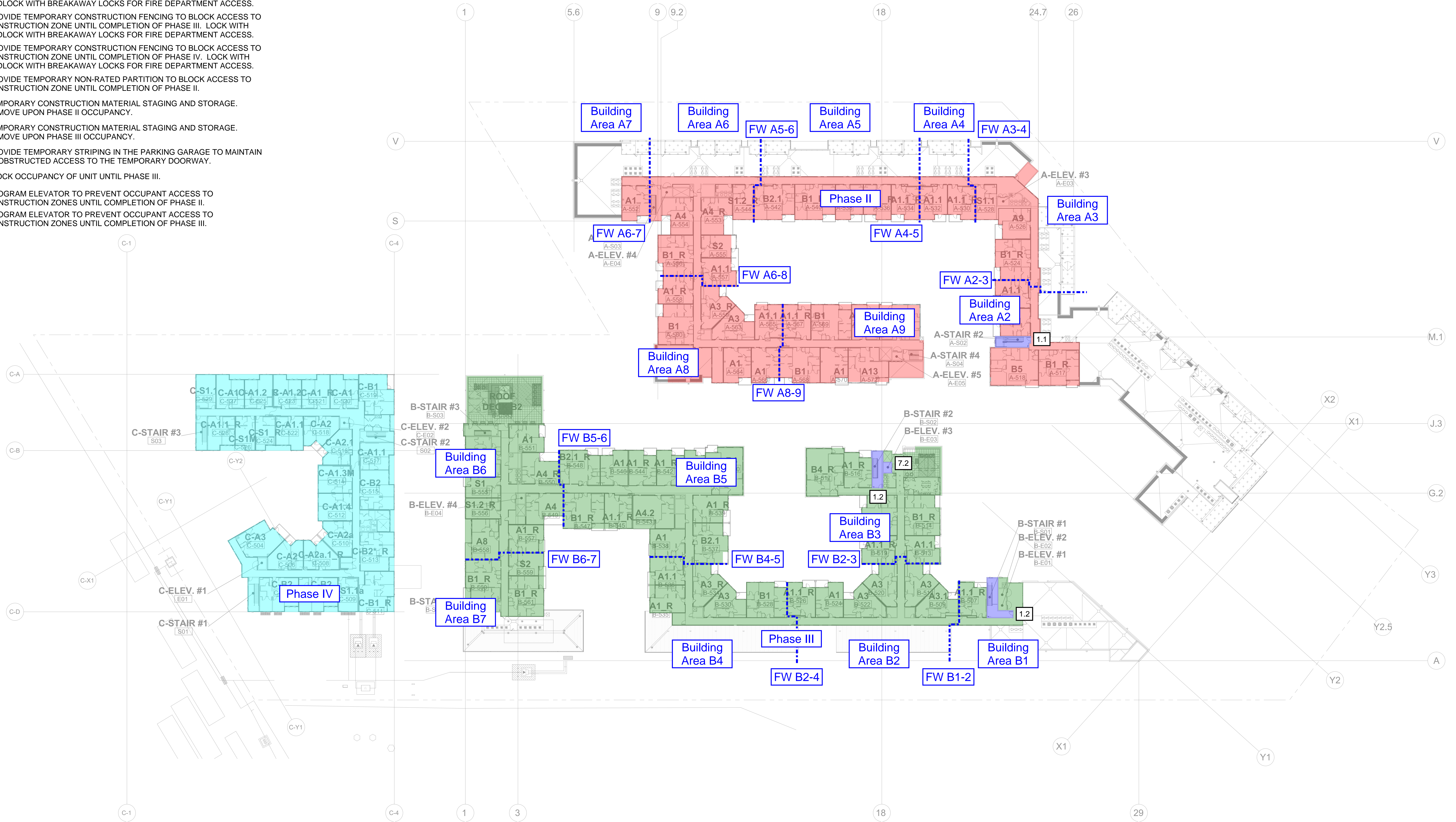
LINETYPE LEGEND

- 3-HOUR FIRE WALL
- EXIT PATHWAYS FROM STAIRWAYS AND MAIN ENTRANCES
- TEMPORARY CONSTRUCTION FENCING
- CONSTRUCTION MATERIAL AND STAGING.
- TEMPORARY PARKING GARAGE STRIPING.
- PHASE I: PARKING GARAGE, BUILDING A (PARTIAL, LEVEL 1 TO LEVEL 4)
- PHASE II: BUILDING A (COMPLETE)
- PHASE III: BUILDING B
- PHASE IV: BUILDING C

DATE
 REVISION
 THE SEVENS
 777 West Middlefield, Mountain View, CA
 MOUNTAIN VIEW OWNER
 A DELAWARE LLC
 PHASING PLAN - LEVEL 4
 NOT FOR CONSTRUCTION

KEYNOTE LEGEND

- 1.1 BLOCK OFF DOORWAY/CORRIDOR TO AVOID EGRESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE II.
- 1.2 BLOCK OFF DOORWAY/CORRIDOR TO AVOID EGRESS TO CONSTRUCTION ZONE UNTIL COMPLETION OF PHASE III.
- 2.1 PROVIDE TEMPORARY CONSTRUCTION FENCING TO BLOCK ACCESS TO CONSTRUCTION MATERIAL STAGING AND STORAGE. LOCK WITH PADLOCK WITH BREAKAWAY LOCKS FOR FIRE DEPARTMENT ACCESS.
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- 4.2 TEMPORARY CONSTRUCTION MATERIAL STAGING AND STORAGE. REMOVE UPON PHASE III OCCUPANCY.
- 5.1 PROVIDE TEMPORARY STRIPING IN THE PARKING GARAGE TO MAINTAIN UNOBSTRUCTED ACCESS TO THE TEMPORARY DOORWAY.
- 6.1 BLOCK OCCUPANCY OF UNIT UNTIL PHASE III.
- 7.1 PROGRAM ELEVATOR TO PREVENT OCCUPANT ACCESS TO CONSTRUCTION ZONES UNTIL COMPLETION OF PHASE II.
- 7.2 PROGRAM ELEVATOR TO PREVENT OCCUPANT ACCESS TO CONSTRUCTION ZONES UNTIL COMPLETION OF PHASE III.



1 OVERALL PLAN - 5TH STORY
1" = 30'-0"

LINETYPE LEGEND

- - - - - 3-HOUR FIRE WALL
- - - - - EXIT PATHWAYS FROM STAIRWAYS AND MAIN ENTRANCES
- - - - - TEMPORARY CONSTRUCTION FENCING
- CONSTRUCTION MATERIAL AND STAGING.
- TEMPORARY PARKING GARAGE STRIPING.
- PHASE I: PARKING GARAGE, BUILDING A (PARTIAL, LEVEL 1 TO LEVEL 4)
- PHASE II: BUILDING A (COMPLETE)
- PHASE III: BUILDING B
- PHASE IV: BUILDING C

DATE
REVISION

THE SEVENS
777 West Middlefield, Mountain View, CA
MOUNTAIN VIEW OWNER
A DELAWARE LLC

PHASING PLAN - LEVEL 5
NOT FOR CONSTRUCTION

The Sevens Bldg C - Exhibit 'Q' - Pre-Ordered or Pre-Purchased Materials

Cost Code	Scope of Work	Subcontractor	Approx. Value	Payment Due	Deposit Required	Deposit Notes
01800	GENERAL CONDITIONS / SUPERVISION				No	
01910	WALKING GUARD	NA			No	
01930	FINAL CLEAN				No	
02000	SITE ENGINEERING STAKING				No	
02200	MASS EXCAVATION	R&B			No	
02210	LIME TREAT	R&B			No	
02250	SHORING & UNDERPINNING	NA			No	
02260	BACKFILL AT PODIUM & LANDSCAPE BACKFILL	Decorative				
02290	ROUGH GRADING					
02295	FINISH GRADING PADS	R&B				
02300	DEWATERING ALLOWANCE	NA				
02350	BIO RETENTION GRADING					
02360	BASE ROCK & PERVIOUS ROCK					
02370	BIO RETENTION ON SITE					
02500	WET UTILITIES ABANDON OR REMOVE	Sanco	\$ 500,000.00	1st or 2nd Billing	Yes	Deposit needed
02510	SANITARY SEWER OFFSITE	Sanco				
02520	DOMESTIC WATER & FIRE WATER OFFSITE	Sanco				
02530	STORM DRAIN SYSTEM OFFSITE	Sanco				
02540	SANITARY SEWER ON-SITE	Sanco				
02550	DOMESTIC WATER & FIRE WATER ON-SITE	Sanco				
02560	STORM DRAIN SYSTEM ON-SITE	Sanco				
02570	CATHODIC PROTECTION					
02580	HAUL UTILITY SPOILS / DEBRIS					
02600	JOINT TRENCH - NEED PGE APPROVED PLANS - ALLOWANCE					
02650	OFF SITE GRADE - FINE GRADE AND DEEP LIFT					
02700	MAN LIFT					
02770	PAVEMENT MARKINGS, SIGNS, BUMPERS					
02850	TRAFFIC CONTROL					
02870	SWPPP					
02880	OFF SITE GRIND AND OVERLAY PUBLIC ROADS					
02890	ON SITE / OFF GRADE, PAVING & CONSTRUCT ROADS					
02900	LANDSCAPE & IRRIGATION					
02910	LANDSCAPE OFFSITE					
02920	LANDSCAPE FURNISHINGS		\$ 50,000.00	3rd or 4th Billing	Yes	Deposit needed
02940	LANDSCAPE POTTERY		\$ 3,460.00	3rd or 4th Billing	Yes	Deposit needed
02980	ON SITE CONCRETE, CURB & GUTTER & SIDE WALK & DRIVE WAY					
03300	STRUCTURAL CONCRETE		\$201,377.00	1st Billing	Yes	Deposit needed
03330	STRUCTURAL CONCRETE ALLOWANCE					
03350	GYPCRETE + ACOUSTIMAT	R&B Distributing				
03400	HARD ROCK CONCRETE					
03500	PODIUM & ON/SITE CONCRETE					
03520	WOOD BRIDGE INCLUDING STAGE					
03600	INTERLOCKING PAVERS		\$ 50,000.00	2nd or 3rd billing	Yes	Deposit needed
03610	INTERLOCKING PAVERS ALLOWANCE					
04050	CMU GARAGE WALLS					
04100	CMU PLANTER & WALLS, ETC.					
04200	MASONRY VENEER					
05050	STRUCTURAL STEEL ALLOWANCE					
05100	STRUCTURAL STEEL		\$ 45,000.00	2nd or 3rd billing	Yes	Deposit needed
05200	STAIRS & HAND RAILS		\$ 50,000.00	2nd or 3rd billing	Yes	Deposit needed
05400	METAL CANOPIES		\$ 50,000.00	2nd or 3rd billing	Yes	Deposit needed
05450	TRELLIS		\$ 50,000.00	2nd or 3rd billing	Yes	Deposit needed
05500	BALCONY RAILING TUBE STEEL		\$ 50,000.00	2nd or 3rd billing	Yes	Deposit needed
05510	BALCONY / PATIO RAILING TUBE STEEL & BOK MODERN		\$ 50,000.00	2nd or 3rd billing	Yes	Deposit needed
05520	BOK MODERN ALLOWANCE					
05530	BALCONY RAILING - FAUX WOOD ALUMINUM					
05600	ELEVATOR STEEL					
05610	STRUCTURAL CLIPS FOR STAIRS AND MISC. STEEL					
05650	STEEL MESH WALLS IN GARAGE					
05700	LANDSCAPE & ORNAMENTAL STEEL					
06100	CABINETS					
06200	ROUGH CARPENTRY LABOR					
06210	HARDWARE, EQUIPMENT, COORDINATION					
06220	ROUGH CARPENTRY LUMBER ALLOWANCE		\$ 7,332,000.00	1st Billing	Yes	Deposit needed
06230	ROUGH CARPENTRY VE ALLOWANCE					
06240	LUMBER STORAGE					
06250	SHORING FOR LIFTING					
06300	SIDING (HARDIE & FUNDERMAX)		\$ 120,000.00	2nd or 3rd billing	Yes	Deposit needed
06400	INTERIOR FINISH CARPENTRY LABOR					
06450	MISC. CARPENTRY ALLOWANCE					
07050	BELOW GRADE WATERPROOFING					

07150	PODIUM DECK WATERPROOFING					
07160	MICROPILE WATERPROOFING ALLOWANCE					
07170	ROOF DECK WATERPROOFING					
07200	WATERPROOFING BIO-RETENTION LINER					
07300	COLD FLUID APPLIED - PLANTERS / ROOF DECKS					
07350	WATERPROOFING PRIVATE - PLI-DECK					
07400	VEHICULAR RAMPS					
07450	INSULATION	\$ 55,000.00	2nd or 3rd billing	Yes	Deposit needed	
07460	INSULATION ALLOWANCE					
07500	EXPANSION CONTROL					
07550	ROOFING					
07600	STANDING SEAM METAL ROOFING					
07650	FLASHING AND SHEET METAL					
07700	FIREPROOFING					
07750	FIRE STOPPING					
07800	ROOF ACCESSORIES					
07850	SEALANTS AND CAULKING					
08100	WINDOWS			Yes	Deposit needed	
08200	STOREFRONT	\$ 35,000.00	3rd or 4th Billing	Yes	Deposit needed	
08240	GARAGE DOORS / GATES	\$ 25,000.00	3rd or 4th Billing	Yes	Deposit needed	
08250	ROLL UP DOORS	\$ 65,000.00	3rd or 4th Billing	Yes	Deposit needed	
08350	DOORS / MILLWORK	\$ 1,260,000.00	3rd or 4th Billing	Yes	Deposit needed	
08360	DOORS / MILLWORK ALLOWANCE					
08400	GLASS RAILS (Glass Only)					
09100	PLASTER/SCAFFOLDING					
09150	DRYWALL/ METAL SOFFITS	\$ 600,000.00	2nd or 3rd billing	Yes	Deposit needed	
09300	KITCHEN BACK SPLASH					
09350	KITCHEN-VANITY COUNTERS	\$ 245,000.00	2nd or 3rd billing	Yes	Deposit needed	
09400	UNIT FLOORING (VINYL PLANK)	\$ 225,000.00	3rd or 4th Billing	Yes	Deposit needed	
09500	PAINTING					
09530	ARDEX CONCRETE FINISH					
09540	COMMON AREA FLOORING VINYL & CARPET ALLOWANCE					
09550	INTUMESCENT					
09600	COMMON AREA COUNTERS	\$ 45,000.00	3rd or 4th Billing	Yes	Deposit needed	
09650	COMMON AREA CERAMIC FLOOR/WALLS	\$ 276,014.40	3rd or 4th Billing	Yes	Deposit needed	
09700	SUSPENDED CEILINGS					
09750	SUSPENDED CEILINGS ALLOWANCE					
09800	WALLPAPER					
09900	COMMON AREA ALLOWANCE	\$ 385,000.00	3rd or 4th Billing	Yes	Deposit needed	
10100	SIGNAGE			No		
10150	FIRE EXTINGUISHERS			Yes	Deposit needed	
10200	POSTAL SPECIALTIES			Yes	Deposit needed	
10250	PARCEL PENDING			Yes	Deposit needed	
10300	BATH ACCESSORIES UNITS			Yes	Deposit needed	
10320	COMMON RESTROOM ACCESSORIES			Yes	Deposit needed	
10350	MIRRORS			Yes	Deposit needed	
10400	SHOWER ENCLOSURES			Yes	Deposit needed	
10450	KNOX BOXES			Yes	Deposit needed	
10460	ACCESS DOORS - MANSARD & ROOF HATCHES			Yes	Deposit needed	
10500	STORAGE LOCKERS	\$ 70,000.00	3rd or 4th Billing	Yes	Deposit needed	
10550	GATE HARDWARE-TYPE E			Yes	Deposit needed	
10600	BIKE RACKS	\$ 55,000.00	3rd or 4th Billing	Yes	Deposit needed	
10630	LANDSCAPE IPE SLAT WALLS (9 TOTAL)	\$ 75,000.00	3rd or 4th Billing	Yes	Deposit needed	
10650	MISC. SPECIALTIES			Yes	Deposit needed	
11100	APPLIANCES			Yes	Deposit needed	
11300	TRASH COMPACTORS AND BINS			Yes	Deposit needed	
11400	TRASH CHUTES			Yes	Deposit needed	
12100	WINDOW COVERINGS UNITS	\$ 60,000.00	3rd or 4th Billing	Yes	Deposit needed	
12150	COMMON AREA WINDOW COVERINGS ALLOWANCE	\$ 60,000.00	3rd or 4th Billing	Yes	Deposit needed	
13100	BUILDING MAINTENANCE SYSTEM			Yes	Deposit needed	
13200	GOOD NEIGHBOR FENCE			Yes	Deposit needed	
13300	POOL/SPA			No		
13320	FOUNTAINS ALLOWANCE			Yes	Deposit needed	
13500	SAUNA	\$ 75,000.00	3rd or 4th Billing	Yes	Deposit needed	
13600	PHOTOVOLTAIC	\$ 338,860.00	3rd or 4th Billing	Yes	Deposit needed	
14100	ELEVATORS	\$ 565,000.00	2nd or 3rd billing	Yes	45% Billed upon award. Due in 30 days or prior to release of factory orders whichever occurs first. 30% Billed the month before shipment occurs. Due the month material is delivered. Installation will not commence until the material is paid for. 25% Billed each month as work progresses. General milestones for reference purposes. Additional invoices may occur between these milestones. Unloading Materials.....10% Entrances Installed40% Ready to Adjust & Test:.....45% Adjust & Test5%	
15100	PLUMBING	\$ 1,550,000.00	1st or 2nd Billing	Yes	Immediate Deposit/Billing for Cast Iron upon GMP signing to lock pricing.	

15110	SUB METERS				Yes	Deposit needed
15150	FIRE PROTECTION		\$ 527,612.00	1st or 2nd Billing	Yes	Deposit needed
15200	HEAT AND VENTILATION		\$ 2,125,000.00	1st or 2nd Billing	Yes	HVAC Equipment (6-8 month lead time), Garage and residential Commercial fans, Flex (8-10 month lead time)
16100	ELECTRICAL		\$ 1,013,000.00	1st or 2nd Billing	Yes	Deposit required for switch gear. Advance payment for stored material including but not limited to (subject to contract provisions for stored materials) on UF Cable, Romex, Subfeeds, and fixtures if purchased approximately 4 months prior to start of off-site production; if timeframe is different, Contractor to present Owner with savings and approval will be at Owner's sole discretion.
16300	LOW VOLTAGE				Yes	Deposit needed
16350	LOW VOLTAGE ALLOWANCE				Yes	Deposit needed
16400	AUDIO VISUAL				Yes	Deposit needed
16450	AUDIO VISUAL ALLOWANCE				Yes	Deposit needed
16470	POWERFLEX				Yes	Deposit needed
16490	SUMP PUMP TRANSFER SWITCH/TEMP POWER				Yes	Deposit needed
16500	LIGHT FIXTURE		\$ 254,342.50	1st or 2nd Billing	Yes	Deposit needed
16550	LIGHT FIXTURE ALLOWANCE				Yes	Deposit needed
			\$ 18,536,665.90			

*Due to market volatility, GC reserves right to request additional deposits required to adhere to project schedule & Budget. Values may fluctuate by +/- 5%, NTE overall Budget value.

1st Billing	\$ 7,533,377.00	8/5/2022
1st or 2nd Billing	\$ 5,969,954.50	9/5/2022
2nd or 3rd billing	\$ 1,930,000.00	10/6/2022
3rd or 4th Billing	\$ 3,103,334.40	11/6/2022
Total	\$ 18,536,665.90	

SUBCONTRACT AGREEMENT

Between
Palisade Builders, Inc.
and

Attn: _____ Phone No: _____
Job No. _____
Detail Code: _____

This AGREEMENT is made and entered into at 900 E. Hamilton Ave., Suite 140, Campbell, California 95008 this date day of month, 2021 by and between PALISADE BUILDERS, INC., a California Corporation, hereinafter called "CONTRACTOR" with principal office at 900 E. Hamilton Ave., Suite 140, Campbell, California 95008, and (subcontractor) hereafter called "SUBCONTRACTOR" with principal office at (subcontractor address)

RECITALS

On or about _____, 2022 CONTRACTOR entered into a Prime Contract with Mountain View Owner, LLC hereinafter called "OWNER" with principal office at 4340 Stevens Creek Boulevard, Suite 220, San Jose, CA to perform the following construction work: a five story building of Type IIIA wood framed residential and related amenity spaces over two levels of Type IA subterranean parking garage in Mountain View, Ca hereinafter referred to as The Sevens located at 777 West Middlefield Rd., Mountain View, CA 94041. All work is to be performed in accordance with the prime contract, the contract documents, the exhibits, terms and provisions of this Subcontract Agreement.

A copy of the agreement between the Owner and the Contractor is available at the office of the Contractor for reference as it may apply to the provisions of this agreement.

SECTION 1 - ENTIRE CONTRACT

1.1 SUBCONTRACTOR certifies and agrees that he is fully familiar with all the terms, conditions, and obligations of the Contract Documents as hereinafter defined, that he has investigated the nature, locality, and site of the Work and the conditions and difficulties under which the Work is to be performed, and that he enters into this Subcontract on the basis of his own examination, investigation, and evaluation of all such matters and not in reliance upon any opinions or representations of the Contractor, or the Owner, or of any of their respective officers, agents, or employees. It is agreed that this Agreement and the following attached Exhibits represent the entire Agreement:

- EXHIBIT A – Scope of Work
- EXHIBIT B – Contract Documents
- EXHIBIT C – Administrative Requirements
- EXHIBIT D – Project Schedule
- EXHIBIT E – Liquidated Damages
- EXHIBIT F – OCIP Insurance
- EXHIBIT G – Warranty
- EXHIBIT H – Quality Assurance
- EXHIBIT I – Insurance Addendum
- EXHIBIT J – Site Specific Health & Safety Plan
- EXHIBIT K – Subcontractor Labor & Equipment Rates
- EXHIBIT L – Textura
- EXHIBIT M – Crystalline Silica WECP Requirements
- EXHIBIT N – Offsite Stored Materials Billing Requirements

It is further agreed that the Contract Documents are incorporated in this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that SUBCONTRACTOR and his Subcontractors will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly to the work covered by this Agreement. If there is any conflict between the Contract Documents and this Agreement, it is agreed that the provisions of this Agreement shall control.

1.2 SUBCONTRACTOR agrees to be bound to CONTRACTOR in the same manner and to the same extent as CONTRACTOR is bound to OWNER under the Contract Documents to the extent of the work provided for in this Agreement. Where, in the Contract Documents, reference is made to CONTRACTOR and the work or specification therein pertains to SUBCONTRACTOR'S trade, craft, or type of work, then such work or specification shall be interpreted to apply to SUBCONTRACTOR instead of CONTRACTOR. It shall be the exclusive responsibility of SUBCONTRACTOR to meet and/or exceed the minimum standards specified in EXHIBIT "B" - CONTRACT DOCUMENTS.

1.3 Execution of the Agreement by the Subcontractor is a representation that the SUBCONTRACTOR has conducted sufficient visits to the site, become familiar with local conditions

under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The SUBCONTRACTOR, Sub-subcontractors, and its suppliers, shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the project site and surrounding areas, (2) prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment and (5) similar issues. The CONTRACTOR shall not be required to make any adjustments in the Subcontract Time or Subcontract Amount in connection with any failure by the SUBCONTRACTOR, Sub-subcontractor, or suppliers to comply with the requirements of this Paragraph 1.3.

SECTION 2 - SCOPE OF WORK

2.1 SUBCONTRACTOR agrees to furnish all labor, services, materials, installation, cartage, hoisting, supplies, insurance, equipment, scaffolding, tools, and other facilities of every kind and description required for the prompt and efficient execution of the work described herein and to perform the work necessary or incidental to complete in strict accordance with the Contract Documents and as more particularly, though not exclusively, specified in EXHIBIT "A" - SCOPE OF WORK of this Agreement.

2.2 All of the Work shall be performed in accordance with all the contract drawings and specifications and any addenda and modifications thereto, according to the true intent and meaning of the Contract Documents, including all labor, materials, and engineering incident thereto, or as are usually performed or furnished in connection with such work, and regardless of whether the labor or materials hereby subcontracted are referred to under one or more headings in the specifications, it being the intention of the parties that all work usually performed by the trade(s) covered by this Subcontract and required by the Prime Contract shall be performed by the Subcontractor. Should it appear that the Work hereby intended to be done or the material to be furnished, or any of the matters relating to said Work or materials, are not sufficiently detailed or explained on the drawings or in the specifications, the Subcontractor shall apply to the Contractor for such other and further drawings or explanations as may be necessary and shall conform to the same without extra compensation as part of this Subcontract.

2.3 In the event of any dispute between CONTRACTOR and SUBCONTRACTOR over the SUBCONTRACTOR'S Scope of Work pursuant to the Contract Documents, SUBCONTRACTOR will not stop work but will prosecute the work diligently to completion. The dispute shall be submitted for resolution in accordance with SECTION 17 - CLAIMS RESOLUTION PROCEDURE of this Agreement.

SECTION 3 - CONTRACT SUM

3.1 CONTRACTOR agrees to pay SUBCONTRACTOR for the strict performance of his work, the sum of contract amount subject to additions and deductions for changes in the work as may be agreed in writing by CONTRACTOR, and to make payment in accordance with SECTION 4 - PAYMENT SCHEDULE of this Agreement. Refer to EXHIBIT "A" - SCOPE OF WORK of this Agreement for the Contract Sum Breakdown.

3.2 The subcontract sum includes, and SUBCONTRACTOR shall pay all local, state, and federal taxes, license fees based upon or measured by the Work, labor performed, materials furnished, and services rendered, including, without limitation, business license taxes, sales, use, occupation, City business license and like taxes, arising out of the ownership, acquisition, furnishing, installation, inspections or use of materials, equipment or other personal property, or the furnishing of labor or services in respect to the Work.

SECTION 4.0 - PAYMENT

4.1 CONTRACTOR agrees to pay SUBCONTRACTOR in monthly progress payments of ninety percent (90%) of the value (as established below) of the labor and materials which are complete and in place and materials properly stored on site for incorporation into the work, for work performed by the SUBCONTRACTOR as reflected in the Contractor's applications for payment. It is agreed by the SUBCONTRACTOR and CONTRACTOR that no payment shall be made, except at Contractor's option, until and unless all of the requirements contained in this section are met and all documents submitted are in a form acceptable to the CONTRACTOR.

4.2 Within 10 days of the execution of this agreement, the SUBCONTRACTOR shall submit to the CONTRACTOR a schedule of values for the work showing the proposed payments to be requested as the work is completed. The schedule of values shall divide the work into phases or other easily verified components and shall propose portions of the Contract Sum to be requested at the completion of each phase of the work. The schedule of values shall be subject to approval by the CONTRACTOR and to modification by the CONTRACTOR. Accompanying the Schedule of Values, the SUBCONTRACTOR shall submit a list (including addresses) of all Sub-Subcontractors, vendors

and suppliers who shall furnish labor, material, equipment or other items to be incorporated into the work. In addition, SUBCONTRACTOR shall supply a list of labor and equipment (fueled and operated) rates for changes in the work.

4.3 SUBCONTRACTOR shall submit an Application for Payment to the CONTRACTOR according to the draw request schedule prepared by the CONTRACTOR. Unless otherwise directed or authorized in writing, by CONTRACTOR, all Applications for Payment and all supporting documents, including but not limited to lien waivers and the like, shall be in electronic format. SUBCONTRACTOR shall include such payroll affidavits, receipts, vouchers and other proofs as may be required by the CONTRACTOR. Improperly prepared requests will be rejected. Application for Payment received after the deadline included in the draw schedule will be included in the payment prepared for the following month. The CONTRACTOR reserves the right to audit, modify, reduce or reject entirely the amounts requested in the Application for Payment. SUBCONTRACTOR is not to order and or bill for stored material in excess of \$250,000 without prior written approval from CONTRACTOR.

4.4 SUBCONTRACTOR shall furnish to CONTRACTOR fully executed Conditional Releases of Lien for the payment due under the current application along with fully executed Unconditional Releases of Lien from the SUBCONTRACTOR and all SUBCONTRACTOR's, vendors and suppliers for payments previously received.

4.5 All requirements of Sections 15 Indemnification and 16 Insurance below shall be met prior to the release of the first progress payment.

4.6 CONTRACTOR, at his option, may make any payment due hereunder by check made payable jointly to SUBCONTRACTOR and any of his Subcontractors, suppliers and material people who have performed work or furnished materials under this Agreement. CONTRACTOR may require at any time that SUBCONTRACTOR and any of his Subcontractors, suppliers, and material people execute a Joint Check Agreement in a form acceptable to CONTRACTOR. CONTRACTOR shall not be obligated to make any payments to the SUBCONTRACTOR for any materials stored off-site or for reimbursement of any deposits required for the Work unless approved in writing in advance by the CONTRACTOR.

4.7 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 acknowledgment or completion of any part of any SUBCONTRACTOR'S work.

4.8 Ten percent (10%) of each progress payment shall be held by the Owner as retention. Final payment of 100% of the Contract Sum shall be released to the SUBCONTRACTOR with funds received from the Owner not more than thirty-five (35) days after all of the following requirements have been met:

- 4.8.1 Final acceptance of the work by the Owner, Architect and CONTRACTOR not to be unreasonably withheld or delayed
- 4.8.2 Filing of a Notice of Completion by the Owner
- 4.8.3 Receipt of all required warranties for the Work
- 4.8.4 Receipt of all submittals, "as-built" drawings in an electronic data format (compact disc), certificates, final reports, Owner's stock and other close out materials required by the Construction documents
- 4.8.5 Receipt of Conditional Release of Lien for the final payment
- 4.8.6 Removal from the job site of all of Subcontractor's temporary facilities, debris, surplus materials and equipment
- 4.8.7 Unconditional Release of Lien from suppliers and Sub-subcontractors.

4.9 At the Owner's option, retention may be reduced or partially released prior to the terms of paragraph 4.8 above.

4.10 Notwithstanding anything to the contrary contained in the Contract Documents, the CONTRACTOR may withhold any payment to the SUBCONTRACTOR hereunder for the Work of the SUBCONTRACTOR or for the Work of any Sub-Subcontractor or supplier if and for so long as such party is in material breach of any of its obligations hereunder for the Work, as the case may be, or otherwise is in default under any of the Contract Documents; provided, however, that any such holdback shall be limited to an amount sufficient, in the reasonable opinion of the CONTRACTOR, to cure any such default or failure of performance by the SUBCONTRACTOR or Sub-Subcontractor, or supplier as the case may be.

SECTION 5 - TIME

5.1 Time is of the essence of this Agreement. SUBCONTRACTOR, within 10 days after being awarded the Subcontract, shall prepare and submit for the CONTRACTORS approval a construction schedule for its Work. The schedule shall not exceed time limits current under the CONTRACTORS project schedule, shall be revised at appropriate intervals as required by the conditions of the Work and project, shall be related to the entire project and the CONTRACTORS project schedule, and shall provide for expeditious and practicable execution of the Work. Work which must be coordinated with other trades shall be clearly indicated. Said tasks and durations are listed in

Contractor Initial _____

Subcontractor Initial _____

EXHIBIT "A" - SCOPE OF WORK - TIME and are hereby made part of this agreement. Task durations for the Work are to commence as scheduled by the CONTRACTOR. SUBCONTRACTOR shall provide manpower and equipment to complete activities which occur simultaneously. SUBCONTRACTOR shall be held responsible for stand alone and/or concurrent delays for the Work.

5.2 SUBCONTRACTOR shall prosecute his Work in a prompt and diligent manner in accordance with the provided project 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 Subcontractors and of the CONTRACTOR, in a manner that will facilitate the efficient completion of the entire work. In the event SUBCONTRACTOR fails to maintain his part of the project schedule, he shall, without additional compensation, accelerate the Work as CONTRACTOR may direct until SUBCONTRACTOR'S Work is in accordance with such schedule.

5.3 CONTRACTOR shall have complete control of the premises on which the Work is to be performed and shall have the right to modify the construction schedule, to suspend, delay, or accelerate, in whole or in part, the commencement or execution of the Subcontractor's Work, or vary the sequence thereof, without compensation to the Subcontractor. In the event such a delay or suspension extends the overall time of performance, the completion date for the Subcontractor's Work shall be extended equivalently. Should the Subcontractor's Work be delayed, hindered, forced out-of-sequence, re-sequenced, interfered with, or otherwise disrupted in any way by the act or omission of the Contractor or by any other contractor or subcontractor on the Project, or by any cause beyond the Subcontractor's control and not due to any fault, act, or omission on its part, then the time for completion of the Work shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes, as reasonably determined by the Contractor. Such extension of time shall be the Subcontractor's sole and exclusive remedy for any such occurrence or occurrences, and the Subcontractor shall have no claim for damages against the Contractor for any such occurrence of occurrences or the cumulative impact of such occurrences. 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.

5.4 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 attorneys' fees, to the extent that said claim is made by CONTRACTOR at the request of SUBCONTRACTOR.

5.5 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 his Work in conformance with CONTRACTOR'S project schedule and the Contract Documents. SUBCONTRACTOR shall prepare and submit to CONTRACTOR all shop drawings, samples, product data, certificates and any other items necessary and required by the Contract Documents within ten (10) working days of the date of this AGREEMENT.

SECTION 6 - CHANGES IN THE WORK

6.1 Changes in the Work may be accomplished after execution of the agreement and without invalidating the agreement by Change Order subject to the limitations stated in this Section and elsewhere this Agreement

6.2 Changes in the Work shall be performed under the applicable sections of this agreement and the SUBCONTRACTOR shall proceed promptly, unless otherwise directed by the CONTRACTOR.

6.3 A Change Order is a written instrument prepared by the CONTRACTOR stating the following:

- 6.3.1 The change in the work or reason for adjustment of the Subcontract Agreement,
- 6.3.2 The amount of adjustment in the Contract Sum, if any
- 6.3.3 The extent of adjustment in the Contract Time, if any

6.4 A Change Order may be issued for any of the following reasons:

- 6.4.1 A change in the work initiated by the Architect, Owner, CONTRACTOR or other party,
- 6.4.2 An adjustment to the Contract Sum or Contract Time due to a claim by the SUBCONTRACTOR
- 6.4.3 An adjustment to the Contract Sum due to a claim against the SUBCONTRACTOR by another party
- 6.4.4 Assessment of Damages per the Contract Documents
- 6.4.5 An adjustment to the Contract Sum or Contract Time per the provisions of Section 14 of this agreement

6.4.6 An adjustment to the Contract Sum or Contract Time under the provisions of any other section of this agreement.

6.5 Upon receipt of a Change Order, the SUBCONTRACTOR shall proceed immediately with the change in the work and shall return a signed copy of the Change Order to the CONTRACTOR within 10 days. Should the SUBCONTRACTOR disagree with the terms of the Change Order, SUBCONTRACTOR shall notify CONTRACTOR of this disagreement within 10 days. Claims regarding Changes in the work shall be resolved in accordance with Section 17.1 below.

6.6 Failure of SUBCONTRACTOR to either return a signed Change Order to CONTRACTOR or to notify CONTRACTOR or SUBCONTRACTOR'S disagreement with the terms of a Change Order within 10 days following receipt shall constitute agreement with the terms of the Change Order.

6.7 Methods used in adjusting the Contract Sum are as follows:

6.7.1 A lump sum adjustment properly itemized and supported by sufficient substantiating data to permit evaluation.

6.7.2 Unit prices stated in the Contract Documents or subsequently agreed upon in writing.

6.7.3 Actual cost to be determined in a manner agreed upon by the parties (time and materials basis).

SUBCONTRACTOR shall submit time and materials records to the CONTRACTOR on a daily basis, properly itemized and supported by sufficient substantiating data to permit evaluation, for verification of time and materials expended on the work. No claim for payment for work performed on a time and materials basis will be considered without records signed by the CONTRACTOR whose signature will not be unreasonably withheld.

6.8 Costs, which will be considered for changes to the work, are limited to the following:

6.8.1 Costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement and Worker's Compensation Insurance;

6.8.2 Costs of materials, supplies and equipment including transportation and applicable taxes.

6.8.3 Rental costs of machinery and equipment, exclusive of hand tools.

6.8.4 Costs of premiums for insurance and bonds; and

6.8.5 A fixed fee not to exceed 15% to cover costs of Supervision, overhead and profit.

6.9 From time to time, the CONTRACTOR may request quotations for changes in the work from the SUBCONTRACTOR. Such requests may be accompanied by information from the Owner or Architect relating to the change. The SUBCONTRACTOR shall respond to the request within the time allowed in the request as to adjustments to the Contract Sum or Contract Time due to the proposed change. In the event the SUBCONTRACTOR fails to respond to the request in the time specified, the CONTRACTOR may assign a reasonable adjustment to the Subcontract Sum and Subcontract Time, which adjustment shall be issued as a Change Order.

6.10 The SUBCONTRACTOR shall not make any changes in the work described in, or in any way cause or allow that work to deviate from, the Contract Documents without written direction from the CONTRACTOR. If the SUBCONTRACTOR makes any changes in the work without written direction from the CONTRACTOR, such change constitutes an agreement by the SUBCONTRACTOR that he will not be paid for that changed work, even if he received verbal direction from the CONTRACTOR or any form of direction, written or otherwise, from the Owner or any other person or entity or even if such requirement was previously waived in one or more instances. In addition, the SUBCONTRACTOR shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever associated with or in any way arising out of any such change he makes without written direction from the CONTRACTOR. The only person who is authorized to sign and approve additional work is the Contractor's Project Manager.

6.11 From time to time, the CONTRACTOR may be required by the OWNER to provide evidence that any Change Order is equitable with regards to reasonable industry cost standards for such work. Subsequently, CONTRACTOR reserves the right to audit the SUBCONTRACTOR'S supporting documentation for any type of Change Order regardless of whether or not the Change Order has been approved, paid or otherwise. Any unreasonable, unsubstantiated or inequitable Change Order costs may be disputed by CONTRACTOR.

6.12 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities in the Work proposed will cause inequity to the Owner or SUBCONTRACTOR, the applicable unit prices shall be equitably adjusted.

6.13 Amounts of Change Orders not in dispute may be included in Applications for Payment and are subject to the terms for approval and payment included in Section 4 and elsewhere.

6.14 If a dispute arises between CONTRACTOR and SUBCONTRACTOR about whether a particular portion of the work is a change in the work described in Exhibit "A", SECTION 1- SCOPE OF WORK, or in the Contract Documents, SUBCONTRACTOR shall perform the disputed work in a timely manner and may give written notice of a claim for adjustment of the Contract Sum or Contract Time for that work according to the terms of Section 17. Such written notice of claim must be given within ten (10) days after such work is commenced. SUBCONTRACTOR'S failure to give written notice within ten (10) days constitutes an agreement by the SUBCONTRACTOR that no adjustments to Contract Sum or Contract Time shall be made for the disputed work.

6.15 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 provision 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.

6.16 Alternates: Notwithstanding anything to the contrary herein contained, Contractor may, at its sole discretion, issue a Subcontractor Change Order directing that any or all of the Alternates identified in Exhibit N be incorporated into the Work, and the addition or reduction to the Subcontract price as a result thereof shall be in the amount set forth on said Exhibit N.

SECTION 7 - DAMAGES FOR DELAY

7.1 Should Owner withhold damages for delay, whether liquidated damages or otherwise, against CONTRACTOR because of any delay caused by SUBCONTRACTOR or Sub-Subcontractors or suppliers, SUBCONTRACTOR shall reimburse CONTRACTOR for SUBCONTRACTOR'S portion of responsibility for such damages. CONTRACTOR and SUBCONTRACTOR agree that it would be impossible for the CONTRACTOR to calculate the actual loss caused by such a failure. Should the SUBCONTRACTOR fail to complete work or portions thereof, which creates a delay to the completion of the project, the parties agree that the CONTRACTOR will suffer damages, and the SUBCONTRACTOR shall therefore pay to the CONTRACTOR liquidated damages and not as a penalty in the amounts as listed below for each calendar day the SUBCONTRACTOR fails to complete the Work. Accordingly, the CONTRACTOR and the SUBCONTRACTOR agree if the SUBCONTRACTOR fails to complete the work within the times allowed within the Project Schedule, the sum calculated in accordance with Exhibit E of this Subcontract Agreement, for each calendar day of delay thereafter until completion of the work is achieved. It is agreed and understood that this sum represents the best estimate of CONTRACTOR and SUBCONTRACTOR as to the loss, which would be sustained by the CONTRACTOR and shall not be, or deemed to be, a penalty or forfeiture.

SECTION 8 - BONDING OF SUBCONTRACTOR

8.1 Concurrently with the execution of this Agreement, SUBCONTRACTOR shall, if required by CONTRACTOR, execute a Performance Bond for Labor and Material, 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 OWNER and shall be in a form satisfactory to CONTRACTOR and OWNER. CONTRACTOR shall pay the premium of said bonds unless otherwise provided herein or in the Contract Documents. Bond premiums shall be included for increases in the Subcontract Amount.

SECTION 9 - LIENS

9.1 In case suit is brought on any claim or liens 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 of 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 attorneys' fees, shall be immediately due and payable to CONTRACTOR by SUBCONTRACTOR. SUBCONTRACTOR may litigate any such lien or suit provided he 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 moneys due to CONTRACTOR from OWNER by reason of such liens or suits unless lien is a result of a breach by CONTRACTOR.

9.2 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 labor or material men furnishing labor or material for

said work) is a condition precedent to SUBCONTRACTOR'S right to receive payment for the work performed, and any moneys paid by CONTRACTOR to SUBCONTRACTOR under the terms of this Agreement shall be impressed with a trust in favor of labor and material men furnishing labor and material to SUBCONTRACTOR on the work herein subcontracted.

SECTION 10 - PROVISIONS FOR INSPECTION

10.1 SUBCONTRACTOR shall at all times furnish to CONTRACTOR and his representatives safe and ample facilities for inspecting materials at the site of construction, shops, factories or any place of business of SUBCONTRACTOR and his Subcontractors and material men 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, including, but not limited to, any plans, drawings or diagrams in the course of preparation.

SECTION 11 - MATERIALS AND WORK FURNISHED BY OTHERS

11.1 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. Use of such items or commencement of 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 moneys otherwise due under this Agreement.

SECTION 12 - PROTECTION OF WORK

12.1 SUBCONTRACTOR shall secure and protect the work done hereunder and assume full responsibility for the condition thereof until final acceptance by ARCHITECT, OWNER and CONTRACTOR not to be unreasonably withheld or delayed. SUBCONTRACTOR further agrees to provide such protection as is necessary to protect the work and the workmen of CONTRACTOR, OWNER and other Subcontractors from his operations. Subcontractor's work which is damaged by others shall be corrected by SUBCONTRACTOR and paid for by the responsible party.

12.2 SUBCONTRACTOR shall be liable for any loss or damage to any work in place or to any equipment and materials on the job site caused by him or his agents, employees or guests. In the event of threatened damage or loss to property or of injury to persons, the CONTRACTOR shall act at its sole discretion to prevent or minimize such damage, loss or injury. The CONTRACTOR may take such measures as deemed necessary to remedy damaged or deficient work or to make repairs to damage caused by the SUBCONTRACTOR. Such measures may include hiring of workers and equipment including overtime costs, use of SUBCONTRACTOR'S materials and equipment, furnishing of materials or removal of work by the SUBCONTRACTOR. All reasonable costs associated with such measures shall be born by the SUBCONTRACTOR including restoring of damaged property on and off site and costs of delays or damages caused by the SUBCONTRACTOR. The CONTRACTOR shall attempt to notify the SUBCONTRACTOR of this circumstance but in any case the Owner or Contractor may proceed without delay.

12.3 The Subcontractor shall immediately notify the CONTRACTOR of any damage to the work or to adjacent property caused by negligence of the SUBCONTRACTOR or action of its workers, agents, suppliers or any other party acting on behalf of or at the direction of the SUBCONTRACTOR. The SUBCONTRACTOR shall immediately take such measures as are needed to minimize further damage and restore the work or property to its original condition. Should the SUBCONTRACTOR fail to make such repairs in a timely fashion, the CONTRACTOR may take action to make necessary repairs with the cost of such repairs charged against the SUBCONTRACTOR.

SECTION 13 - LABOR RELATIONS

13.1 SUBCONTRACTOR shall keep a competent superintendent and necessary assistants at the job site during all times when SUBCONTRACTOR'S work is in progress, and such superintendent shall be authorized to represent SUBCONTRACTOR as to all aspects of the work. Prior to commencement of the work, SUBCONTRACTOR shall notify CONTRACTOR of identity of SUBCONTRACTOR'S superintendent and assistants and in the event of any change of superintendent, SUBCONTRACTOR shall notify CONTRACTOR prior to such change becoming effective.

13.2 Should there be picketing on the CONTRACTOR'S job site, and the CONTRACTOR establishes a reserved gate for the SUBCONTRACTOR'S purposes, it shall be the obligation of the

SUBCONTRACTOR to continue the proper performance of his work. SUBCONTRACTOR agrees to use the reserve gate system established by CONTRACTOR, notwithstanding the presence of union pickets at the reserve gate established for SUBCONTRACTOR.

13.3 SUBCONTRACTOR shall comply with all equal employment opportunity and affirmative action requirements promulgated by any governmental authority, including, without limitation, the requirements of the Civil Rights Act of 1964.

13.4 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 Fair Labor Standards Act provisions, prevailing wage requirements and California Labor Code provisions covering the work. SUBCONTRACTOR agrees to submit certified payroll reports to CONTRACTOR when required no later than seven (7) working days after labor has been paid and in accordance with the requirements of the Lender.

13.5 SUBCONTRACTOR will indemnify and hold harmless CONTRACTOR from and against any liability, loss, damage, cost, claims, awards, judgments, fines, expenses, including litigation expenses, reasonable attorney's fees and any other costs which may be incurred by the CONTRACTOR resulting from SUBCONTRACTOR'S failure to fulfill the covenants set forth in this Section.

SECTION 14 - RECOURSE BY CONTRACTOR

14.1 FAILURE OF PERFORMANCE

14.1.1 Notice to Cure. If SUBCONTRACTOR at any time refuses or neglects to supply enough properly skilled workers or proper materials, or fails to properly and diligently prosecute the work covered by this Agreement, or fails to make prompt payment to his workers, SUBSUBCONTRACTORS 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 is otherwise guilty of a material breach of a provision of this Agreement, and fails within forty-eight (48) hours after receipt of notice to commence satisfactory correction of such default with diligence and promptness, then the CONTRACTOR, without prejudice to any rights or remedies, may terminate the Subcontractor's right to perform under this Agreement and shall have the right to any or all of the following remedies:

14.1.1.1 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 the SUBCONTRACTOR, who shall be liable for the payment of same including reasonable overhead, profit, and actual attorneys' fees incurred as a result of the Subcontractor's failure of performance;

14.1.1.2 Use any materials, implements, equipment, appliances or tools furnished by or belonging to the SUBCONTRACTOR to complete the Subcontractor's work without any further compensation to the SUBCONTRACTOR for such use;

14.1.1.3 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;

14.1.1.4 Withhold payment of any moneys due SUBCONTRACTOR pending corrective action to the extent required by and to the satisfaction of CONTRACTOR;

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

14.1.2 In such case, the SUBCONTRACTOR shall be entitled to no further payment until the balance of the Subcontractor's work has been completed. At that time, all of the costs incurred by the CONTRACTOR in performing the Subcontractor's work, including a markup of fifteen percent (15%) for overhead and profit on such expenses, plus actual attorneys' fees as provided above, shall be deducted from any moneys due or to become due to the SUBCONTRACTOR. The SUBCONTRACTOR shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the moneys otherwise due SUBCONTRACTOR under this Agreement.

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 terminate this Agreement upon giving forty-eight (48) hours written notice, by certified mail to SUBCONTRACTOR and its surety, if any.
- 14.2.2 If an order for relief is entered under the Bankruptcy Code with respect to SUBCONTRACTOR, CONTRACTOR may terminate this Agreement by 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:
- 14.2.2.1 Promptly cures all defaults;
 - 14.2.2.2 Provides adequate assurance of future performance;
 - 14.2.2.3 Compensates CONTRACTOR for actual pecuniary loss resulting from such defaults; and
 - 14.2.2.4 Assumes the obligations of SUBCONTRACTOR within the statutory time limits.
- 14.2.3 Interim Remedies. If SUBCONTRACTOR 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 of work.
- 14.2.4 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 attorneys' fees incurred as a result of SUBCONTRACTOR'S non-performance.
- 14.2.5 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

15.1 SUBCONTRACTOR'S INDEMNIFICATION AND DEFENSE OF CONTRACTOR

- 15.1.1 With the exception that this Section 15.1 shall in no event be construed to require indemnification by Subcontractor to a greater extent than permitted under the statutes of public policy of the State of California, SUBCONTRACTOR shall defend, indemnify, and save harmless CONTRACTOR, including its officers, directors, partners, joint venture partners, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with SUBCONTRACTOR'S obligations under this Subcontract. SUBCONTRACTOR'S duties under this Section 15.1 shall apply to Claims for, but not limited to:
- 15.1.1.1 Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of SUBCONTRACTOR, OWNER, CONTRACTOR, or any other subcontractor and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of SUBCONTRACTOR, its employees, agents, sub-subcontractors and others for whom SUBCONTRACTOR is responsible.
 - 15.1.1.2 Damages and penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of SUBCONTRACTOR.
 - 15.1.1.3 Infringement of any patent rights which may be brought against the CONTRACTOR or OWNER arising out of SUBCONTRACTOR'S work.

- 15.1.1.4 Claims and liens (see SECTION 9 - LIENS) for labor performed or materials used or furnished to be used in performance of the Work, including all incidental or consequential damages resulting to CONTRACTOR, OWNER, or any of them from such claims or liens.
- 15.1.1.5 SUBCONTRACTOR'S failure to fulfill the covenants set forth in each subpart of SECTION 13 - LABOR RELATIONS.
- 15.1.1.6 Failure of SUBCONTRACTOR to comply with the provisions of SECTION 16.1 - CASUALTY INSURANCE.
- 15.1.1.7 Any violation or infraction by SUBCONTRACTOR of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of CONTRACTOR'S or other's equipment, hoists, elevators, or scaffolds. Refer to SECTION 16 - INSURANCE and SECTION 20 - USE OF CONTRACTOR'S EQUIPMENT.
- 15.1.1.8 Any failure or alleged failure to comply with the terms of this Subcontract or the Contract Documents.
- 15.1.2 The indemnification requirements of this Section 15 shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply to the fullest extent permitted by law, regardless of any passively negligent act or omission of CONTRACTOR, or its agents or employees. SUBCONTRACTOR, however, shall not be obligated to indemnify CONTRACTOR for Claims arising from the active negligence, sole negligence, or willful misconduct of CONTRACTOR, or its agents, employees or independent contractors who are directly responsible to CONTRACTOR, or for defects in design furnished by such persons, or for Claims that do not arise out of the Work.
- 15.1.3 Except as otherwise provided by the statutes or public policy of the State of California, SUBCONTRACTOR'S obligations under this Section 15 do not affect, and are not effected by, the insurance required of SUBCONTRACTOR pursuant to Section 16.
- 15.1.4 With respect to Claims by an employee of SUBCONTRACTOR, anyone directly or indirectly employed by SUBCONTRACTOR or anyone for whose acts it may be liable, the indemnification obligation under this Section 15 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for SUBCONTRACTOR under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 15.1.5 SUBCONTRACTOR shall promptly pay and satisfy any judgment or decree that may be rendered against CONTRACTOR, OWNER or their agents or employees, or any of them, arising out of any Claim covered by this Section 15.
- 15.2 DEFENSE OF CLAIMS
- 15.2.1 With respect to any Claims against CONTRACTOR as to which SUBCONTRACTOR owes to CONTRACTOR a defense obligation, SUBCONTRACTOR, having considered its options available at law, hereby elects to proceed under California Civil Code Sections 2782(e)(2) and/or 2782.05(e)(2), and further agrees that upon final resolution of any such Claim, any reimbursement for defense fees and costs previously paid by SUBCONTRACTOR shall be governed by such provisions of the California Civil Code and the provisions of Section 17.
- 15.2.2 SUBCONTRACTOR shall, at SUBCONTRACTOR'S own cost, expense and risk, defend (with counsel designated by CONTRACTOR) all Claims as defined in Section 15.1 that may be brought or instituted by third persons, including, but not limited to, governmental agencies or employees of SUBCONTRACTOR, against CONTRACTOR, subject to the provisions of Civil Code Sections 2782(e)(2) and/or 2782.05(e)(2).
- 15.2.3 SUBCONTRACTOR shall reimburse CONTRACTOR, OWNER and their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section 15.
- 15.3 RISK OF LOSS - All work done at the site of in preparing or delivering materials or equipment, or any or all of them, to the site shall be at the risk of SUBCONTRACTOR exclusively until the completed Work is accepted by CONTRACTOR and OWNER. The parties recognize that

the builder's risk provision and any waiver of subrogation provision in Section 16 may reduce the risk of loss and property damage indemnification obligations of SUBCONTRACTOR.

15.4 SUBCONTRACTOR'S INDEMNIFICATION AND DEFENSE OF OWNER AND OTHERS. With the exception that this Section 15.4 shall in no event be construed to require indemnification by SUBCONTRACTOR to a greater extent than permitted under the statutes or public policy of the State of California, SUBCONTRACTOR shall defend, indemnify, and save harmless OWNER, including its officers, directors, partners, joint venture partners, agents, employees, affiliates, parents and subsidiaries, and each of them, as well as any other persons that CONTRACTOR is required to indemnify and defend under the Contract Documents, of and from any and all Claims, to the same extent that CONTRACTOR is required to defend and/or indemnify OWNER and such other persons, but only with respect to Claims arising out of or in connection with SUBCONTRACTOR'S performance under this Subcontract.

15.5 SUB-SUBCONTRACTOR INDEMNITY. SUBCONTRACTOR shall ensure that its sub-subcontractors of every tier also fully indemnify and defend CONTRACTOR, OWNER and any other persons that CONTRACTOR is required to indemnify and defend under the Contract Documents, to the same extent that CONTRACTOR is required to indemnify and defend such persons.

15.6 CONSTRUCTION OF SECTION. Notwithstanding any of the provisions of this Section 15, if it is finally determined by a court of competent jurisdiction that any of such provisions are void or unenforceable under governing law, then such provisions shall be deemed stricken from this Subcontract and the remaining provisions shall remain in full force and effect and shall be construed to provide for maximum defense and indemnification obligation by SUBCONTRACTOR permitted by law.

SECTION 16 – INSURANCE

16.1 CASUALTY INSURANCE – An Owner Controlled Insurance Program (“OCIP”) has been established to provide general liability and excess liability insurance coverage for the Project. The coverage shall apply to all on-site Subcontractors and Sub-subcontractors. The OCIP does not include workers' compensation, pollution liability, professional liability or automobile liability coverage. Prior to commencing work, Subcontractor and each Sub-subcontractor shall comply with all procedures for enrollment in the OCIP and upon such enrollment, shall be excused from carrying general liability and excess liability coverages for on-site operations as otherwise would be required by this subcontract. Subcontractor and Sub-Subcontractor shall maintain workers' compensation for all employees, and off-site general liability, motor vehicle liability and excess liability coverage required by this subcontract and referenced in the OCIP Manual.

Subcontractor will be responsible for repayment of any deductible or self-insured retention for Bodily Injury or Property Damage up to \$25,000 per occurrence (the Policy deductible/Self Insured Retention amount) to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts or the acts of its Subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount.

To the extent Subcontractor is responsible for repayment of any deductible under the OCIP in connection with losses covered and payable under the OCIP that arise out of, or are the responsibility of the Subcontractor or their Subcontractor(s) of any tier, Contractor may seek contribution from those Subcontractor(s) for repayment of such deductible, but in no case may the Contractor collectively collect more than the per occurrence deductible of \$25,000 for the occurrence

Subcontractor shall submit the required insurance forms prior to start of work and keep and maintain accurate records of its employees working directly at the project site. Subcontractor shall comply with accident reporting and claim procedures established under the OCIP. Subcontractor agrees to submit required insurance termination form when its Work is complete.

Subcontractor and Sub-subcontractor shall cooperate with Contractor's and Owner's insurers and shall comply with any reasonable rules and regulations established by such insurers for the administration of such policies of insurance. Subcontractor acknowledges that failure to comply with the rules and regulations of the OCIP shall constitute grounds for the Owner to withhold payment pursuant to the Owner withholding funds as a result of Subcontractor's noncompliance with the rules and regulations of the OCIP and may jeopardize insurance coverage for the Subcontractor.

Upon award of the subcontract, and prior to the Subcontractor arriving on site, Subcontractor shall familiarize themselves with the General Liability Wrap-Up Manual for the Project “OCIP Manual” which terms and conditions are incorporated into this subcontract by reference. Under the OCIP, the Contractor and Accepted Subcontractors are required to:

- Submit required insurance forms prior to start of work;

- Comply with accident reporting and claim procedure; and
- Submit required insurance termination form when work is completed.

For all off-site activity not covered by the OCIP, or where insurance coverages are not provided under the OCIP, Subcontractor shall, at his expense, procure and maintain insurance on all of his operations, in companies acceptable to Contractor and Owner, as follows:

16.1.1 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation insurance shall be provided to the full extent required by state law, including an endorsement to such policy evidencing waiver of subrogation by the insurance carrier with respect to Contractor. If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Employer's liability insurance shall be in an amount no less than \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury and disease. Subcontractor and their insurer shall waive all rights of subrogation against Contractor and project Owner.

16.1.2 General Liability Insurance. Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance with a carrier having an A.M. Best's rating of not less than A- and financial rating of not less than IX, or such lower financial rating as may be approved in writing by Owner and Owner's construction lender for the Project with respect to the insurance carrier in question. Such insurance shall cover all off-site operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- 16.1.2.1 Premises and operations;
- 16.1.2.2 Products and completed operations;
- 16.1.2.3 Contractual liability insuring the obligations assumed by Subcontractor in this Agreement;
- 16.1.2.4 Broad form property damage (including completed operations);
- 16.1.2.5 Explosion, collapse and underground hazards; and
- 16.1.2.6 Personal injury liability.

16.1.3 Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit, where applicable, shall apply separately to Subcontractor's work under this Agreement.

16.1.4 One of the following coverage forms is required:

- 16.1.4.1 Comprehensive General Liability
- 16.1.4.2 Commercial General Liability (Occurrence) CG0001
- 16.1.4.3 Commercial General Liability (Claims Made) CG0002 (Acceptable only in the case of Asbestos or other Hazardous materials abatement)

16.1.5 If Subcontractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a combined single limit for bodily injury, property damage and personal injury liability of: \$1,000,000. Each occurrence; \$1,000,000. Aggregate. Subcontractor's insurer shall provide Additional Insured status by endorsement using ISO Form CG 20-10 (07/04) or equivalent subject to Section 16.4 below. Subcontractor shall continue to provide evidence of coverage required by this Agreement for a period of three (3) years from completion of work under this Agreement for General Liability only.

16.1.6 If Subcontractor carries an Occurrence form Commercial General Liability policy, the limits of liability shall be not less than:

- 16.1.6.1 \$1,000,000. Each occurrence (combined single limit for bodily injury and property damage)
- 16.1.6.2 \$1,000,000. For personal injury liability
- 16.1.6.3 \$1,000,000. Aggregate for products-completed operations
- 16.1.6.4 \$1,000,000. General aggregate

16.1.7 If the policy does not have an endorsement providing that the general aggregate limit applies separately to this project, or if defense costs are included in the general aggregate limit, then the required aggregate limits shall be \$2,000,000.

Contractor Initial _____

Subcontractor Initial _____

- 16.1.8 Professional Liability Insurance. If any design services are performed as part of the Work of Subcontractor, then Subcontractor shall also maintain Professional Liability Insurance including contractual coverage sufficient to cover the Subcontractor's Work with limits of liability of not less than \$1,000,000 per claim and in the aggregate, or limit carried, whichever is greater, and shall include a deductible or self-insured retention amount not greater than \$25,000. Such insurance shall be maintained during the performance of any design services hereunder and for four (4) years following final completion of the Project.
- 16.1.9 Special Claims Made Policy Form Provisions. Subcontractor shall not provide general liability insurance under any Claims Made or modified Occurrence Commercial General Liability form.
- 16.1.10 Automobile Liability Insurance. Subcontractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. If Subcontractor's general liability insurance is provided by a Commercial General Liability policy (whether the Occurrence of the Claims Made form), then Subcontractor's automobile liability insurance policy shall include coverage for automobile contractual liability.
- 16.1.11 Umbrella / Excess Liability Insurance. When Umbrella or Excess liability insurance is required such coverage shall comply with all of the requirements of general liability carrier including the off-site additional insured and primary coverage requirements, with limits of liability of not less than \$1,000,000 per occurrence. Subcontractor shall continue to provide evidence of coverage required by this Agreement for a period of three (3) years from completion of work under this Agreement for General Liability only.
- 16.1.12 Certificates of insurance, as evidence of the insurance required by this Agreement, shall be furnished by Subcontractor to Contractor and Owner before any work hereunder is commenced by Subcontractor. The certificates of insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor and Owner, ten (10) days prior written notice for non-payment of premium. Contractor and/or Owner shall have the right to request, and Subcontractor shall provide, certified copies of all insurance policies required under this Agreement at any time.
- 16.1.13 Contractor and Owner may take such steps as are necessary to assure Subcontractor's compliance with his obligations under this SECTION 16 – INSURANCE. In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor and/or Owner may maintain such coverage and charge the expense to Subcontractor, or terminate this Agreement.
- 16.1.14 The required insurance shall be subject to the approval of Contractor and Owner, but any acceptance of insurance certificates by Contractor and/or Owner shall in no way limit or relieve Subcontractor of the duties and responsibilities by him in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

16.2 PROPERTY INSURANCE

- 16.2.1 CONTRACTOR and SUBCONTRACTOR waive all rights against each other and against all other Subcontractors and OWNER for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.
- 16.2.2 If Builder's Risk insurance purchased by OWNER or CONTRACTOR provides coverage for SUBCONTRACTOR for loss or damage to SUBCONTRACTOR'S work, SUBCONTRACTOR shall be responsible for the insurance policy deductible amount applicable to damage to SUBCONTRACTOR'S work and/or damage to other work caused by SUBCONTRACTOR.
- 16.2.3 If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, SUBCONTRACTOR shall procure and maintain at his own expense property and equipment insurance for any of Subcontractor's work stored off the site or in transit.

16.2.4 If OWNER or CONTRACTOR has not purchased Builder's Risk or equivalent insurance including the full insurable value of Subcontractor's work, then SUBCONTRACTOR may procure such insurance at his own expense as will protect the interests of SUBCONTRACTOR, and his subcontractors in the work. Such insurance shall also apply to any of OWNER'S or CONTRACTOR'S property in the care, custody or control of SUBCONTRACTOR.

16.3 ENFORCEMENT - Failure of CONTRACTOR to enforce in a timely manner any of the provisions of this SECTION 16 - INSURANCE shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement. Any exceptions to the provisions of this SECTION 16 - INSURANCE must be delineated in the Contract Documents.

16.4 ENDORSEMENT – It is understood and agreed that coverage afforded by the insurance required by this Section 16 and described above shall also apply to (i) _____ (ii) _____; (iii) _____; (iv) _____ (v) _____; (vi) _____ and (vii) all other OWNER Parties and all of their divisions, subsidiaries, partners, partnerships, shareholders, affiliated companies, successors and assigns, officers, directors, agents, servants and employees, as additionally insureds, but only with respect to legal liabilities or claims caused by, arising out of or resulting from acts or omissions of the named insured or of others performed on behalf of the named insured.

The above endorsement shall not be acceptable unless it is on ISO form CG 20-10 (07/04) if available or CG 20-10 (10-01) for ongoing Work. ISO forms GC 20-10A or CG 20-10 (10/93) or their equivalent ARE NOT ACCEPTABLE If SUBCONTRACTOR cannot obtain the above endorsement in the forms required by this paragraph, then SUBCONTRACTOR shall provide to CONTRACTOR and OWNER a copy of the form proposed by SUBCONTRACTOR in lieu of the above endorsement, which form of endorsement shall be subject to OWNER'S approval exercised in OWNER'S sole and absolute discretion.

SECTION 17 - CLAIMS RESOLUTION PROCEDURE

17.1 CLAIMS

17.1.1 Definition - A Claim is a demand or assertion by the SUBCONTRACTOR seeking adjustment or interpretation of: the terms of this Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. In addition, claims may be made under this Section for:

- 17.1.1.1 Adjustment of Change Orders issued by the CONTRACTOR,
- 17.1.1.2 Damage or delays to the work under this Agreement,
- 17.1.1.3 Adjustment of the Contract Sum or Contract Time for changes in the work other than those issued under the terms of Section 7

17.1.2 Claims Procedure:

- 17.1.2.1 Notice of a Claim must be presented to the CONTRACTOR in writing within 10 days of occurrence of the event giving rise to such Claim.
- 17.1.2.2 CONTRACTOR shall respond to claims within 21 days of receipt of claim in one of the following ways:
 - 17.1.2.2.1 A request for additional information or supporting data regarding the claim,
 - 17.1.2.2.2 A Change Order adjusting the Contract Sum or Contract Time,
 - 17.1.2.2.3 A Change Order revising the initial changes made to the terms of this agreement,
 - 17.1.2.2.4 Notice that the claim has been denied
- 17.1.2.3 The CONTRACTOR'S decision, when rendered per the above procedure, shall be final and binding on the parties but subject to arbitration.
- 17.1.2.4 Failure of the SUBCONTRACTOR to comply with the time limits in this Section or any other Section of this Agreement shall constitute a waiver of any right of claim under this Section.

17.2 AGREEMENT TO ARBITRATE - All claims, disputes and matters in question arising out of, or relating to this Agreement or the breach thereof, except for claims which have been waived by the

making or acceptance of final payment, or resolved according to the provisions of paragraph 17.1 above, shall be decided by the claims procedure, including any alternative dispute resolution (ADR) provisions, specified in the prime contract between CONTRACTOR and OWNER. In the absence of an agreement to ADR in the prime contract, arbitration shall be in accordance with the Rules of JAMS and will take place in San Francisco, California.

17.3 ARBITRATION PROCEDURES

17.3.1 Notice of Demand. Notice of 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 or as stated in paragraph 17.2 above. 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 institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

17.3.2 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.

17.3.3 Work Continuation and Payment. 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.

17.4 Consolidated Arbitration Proceedings. To the extent not prohibited by their contracts with others, the claims and disputes of OWNER, CONTRACTOR, SUBCONTRACTOR and other Subcontractors 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.

17.5 All such claims, disputes, and other matters in question between the SUBCONTRACTOR and the CONTRACTOR arising out of or related to the Subcontract or the breach thereof, except as specifically governed by the foregoing provisions, and except for claims that have been waived by the making and acceptance of final payment, may be mediated by the parties in accordance with the Mediation Rules of JAMS then in effect at the sole option of the CONTRACTOR. If a demand for arbitration is filed by the SUBCONTRACTOR, the CONTRACTOR will advise the SUBCONTRACTOR within 30 days after the receipt of such a demand for arbitration if the CONTRACTOR exercises the option to mediate prior to arbitration; such election, once made, shall be binding. The filing of a request for mediation by the CONTRACTOR shall be deemed an election to mediate and shall constitute the exercise of the option of the CONTRACTOR to proceed with mediation prior to arbitration. The filing of a demand for arbitration by the CONTRACTOR shall be deemed an election to arbitrate and shall constitute the exercise of the option of the CONTRACTOR to proceed with arbitration. The CONTRACTOR may join or consolidate mediation or arbitration with the OWNER, ARCHITECT, any other Subcontractor, or any other party having an interest in the proceeding. The SUBCONTRACTOR hereby consents to such joinder or consolidation, which may be ordered at the sole discretion and election of the CONTRACTOR. This agreement to mediate or arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The parties agree to share equally all mediation fees and costs. Each party agrees to bear its own attorneys' fees associated with any mediation.

SECTION 18 - SAFETY PRACTICES

18.1 SUBCONTRACTOR shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes 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 and for 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.

18.2 SUBCONTRACTOR shall implement an accident prevention and safety program at the job site and shall designate a person as safety coordinator. Unless designated otherwise, the Subcontractor's foreman shall be the safety coordinator. The safety coordinator shall conduct weekly safety meetings for the Subcontractor's workers on the job site. Evidence of the attendance of the SUBCONTRACTOR'S workers at these weekly meetings shall be made available to the CONTRACTOR. The safety coordinator shall immediately bring to Contractor's attention any conditions, which affect the safety of persons

working on the site or the public at large. SUBCONTRACTOR shall not permit its workers, vendors or suppliers to operate equipment in an unsafe manner or to create unsafe conditions on the site.

18.3 SUBCONTRACTOR and SUBCONTRACTOR's safety coordinator shall assure that all worker's of the SUBCONTRACTOR, and SUBCONTRACTOR's vendors and suppliers wear appropriate protective equipment including hard hats, proper shoes and clothing which protects all parts of the body in addition to eye protection, hearing protection, dust masks or respirators. In the case where special protective equipment is required, SUBCONTRACTOR shall furnish and maintain such equipment for the use of its workers and other persons who may come into contact with any hazardous conditions.

18.4 SUBCONTRACTOR shall maintain for the inspection of the Owner, CONTRACTOR and workers a complete file of MSDS information for any materials stored or used on the site. MSDS information shall be clearly identified and kept on the job site.

18.5 SUBCONTRACTOR shall install and maintain any safety equipment required for the work including guardrails, safety lines, covers for floor or roof openings, trench plates, barricades and all other equipment required by any law or regulation applicable to the conditions. SUBCONTRACTOR shall not remove or make modifications to any safety equipment installed by others. SUBCONTRACTOR shall immediately notify CONTRACTOR of any unsafe conditions which exist on the job site.

SECTION 19 - WARRANTY

19.1 SUBCONTRACTOR warrants to OWNER, ARCHITECT and CONTRACTOR that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement shall be of good quality, free from faults and defects and in accordance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and ordered to be removed. The warranty provided in this SECTION 19 - WARRANTY shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

19.2 SUBCONTRACTOR agrees to execute Contractor's standard warranty form in compliance with the warranty requirements contained in the Contract Documents and in the agreement.

SECTION 20 - USE OF CONTRACTOR'S EQUIPMENT

20.1 In the event SUBCONTRACTOR shall use CONTRACTOR'S equipment, materials, labor, supplies or facilities, SUBCONTRACTOR shall reimburse CONTRACTOR at such rate as is agreed in advance and if none, at a reasonable rate determined by CONTRACTOR, 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 his 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 and all of CONTRACTOR'S equipment, materials, labor, supplies or facilities as furnished.

SECTION 21 - ASSIGNMENT OF CONTRACT

21.1 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

22.1 SUBCONTRACTOR is an independent contractor and shall, at his 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.

22.2 The SUBCONTRACTOR shall supervise and direct its Work, using SUBCONTRACTOR'S best and first rate skill and attention. The SUBCONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques and procedures and for coordinating all portions of its Work under the Agreement, unless Contract Documents give other specific instructions concerning these matters. SUBCONTRACTOR shall review any specified construction or installation procedure with the CONTRACTOR before proceeding with the Work, including those recommended by any Sub-subcontractor or supplier. SUBCONTRACTOR shall advise the CONTRACTOR in advance:

- 22.2.1 if the specified procedure deviates from acceptable construction practice;
- 22.2.2 if following the procedure will affect any warranties; or
- 22.2.3 of any objections which SUBCONTRACTOR may have to the procedure.

22.3 The SUBCONTRACTOR shall be responsible to the CONTRACTOR for acts and omissions of the SUBCONTRACTOR'S employees, Sub-subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the SUBCONTRACTOR or claiming by, through or under the SUBCONTRACTOR and any damages, losses, costs and expenses resulting from such acts or omissions.

22.4 The SUBCONTRACTOR shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the CONTRACTOR or by tests, inspections or approvals required or performed by persons other than the SUBCONTRACTOR.

22.5 If any of the Work is required to be inspected or approved by any public authority or the Contract Documents, the SUBCONTRACTOR shall cause, through request to the CONTRACTOR, such inspection to be performed or such approval to be obtained. No inspections performed or failed to be performed by the Owner or CONTRACTOR hereunder shall be a waiver of any of the SUBCONTRACTOR'S obligations hereunder or shall be construed as an approval or acceptance of the Work or any part thereof.

22.6 The SUBCONTRACTOR shall enforce strict discipline and good order among the SUBCONTRACTOR'S employees and other persons carrying out the Agreement.

22.7 The SUBCONTRACTOR (1) shall assure that its employees and Sub-subcontractors work in harmony and do not interfere with CONTRACTOR or CONTRACTOR'S other Subcontractors or Owner or Owner's contractors and (2) shall use its best efforts to avoid any work stoppage, picketing, labor disruption or dispute involving the employees, sub-subcontractors, or material men. In the event of a labor dispute the SUBCONTRACTOR shall not be entitled to any increase in the compensation provided pursuant to the Contract Documents.

22.8 The SUBCONTRACTOR warrants to the CONTRACTOR that its Sub-subcontractors, other contractors and suppliers are properly licensed and skilled to perform the Work, that they have obtained all insurance's required by the Agreement, that they exceed all safety requirements, rules and regulation and that they are financially able to perform the Work.

22.9 If the SUBCONTRACTOR or any Sub-subcontractor performs Work that is contrary to law, statutes, ordinances, building codes, and rules and regulations without such written notice to the CONTRACTOR, the SUBCONTRACTOR shall assume full responsibility for such Work and shall bear the attributable costs.

SECTION 23 - CLEAN-UP

23.1 During the course of construction, SUBCONTRACTOR shall remove waste materials generated or caused by this SUBCONTRACTOR'S operations from the site recurrently as is necessary or as directed by CONTRACTOR to maintain the premises in a clean and orderly condition. Upon completion of the work under this Agreement, SUBCONTRACTOR shall remove from the site all temporary structures, debris and waste incident to his operation and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement. If SUBCONTRACTOR fails to perform a clean-up function within twenty-four (24) hours after written notification from CONTRACTOR to do so, CONTRACTOR may proceed with that function as he judges necessary and in the manner he may deem expedient, and the cost thereof, plus a markup of fifteen percent (15%) shall be charged to SUBCONTRACTOR and deducted from moneys due under this Agreement. In addition to daily clean, rubbish removal and general broom cleaning of the Work areas, the SUBCONTRACTOR shall perform, or insure performance of the following;

- 23.1.1 responsible for dust control measures during the performance of its work.
- 23.2.2 remove marks, stains, fingerprints and other soil or dirt from surfaces resulting from Subcontractor's installation of finish products, materials, fixtures and/or equipment.

SECTION 24 – NOTIFICATION

24.1 All notices required by this agreement shall be considered effectively served when delivered to the Subcontractor's representative on the job site or when sent by facsimile or e-mail to the main office of the party for which it is intended. Notices mailed via first class mail shall be deemed served as of two days from mailing.

SECTION 25 - ATTORNEYS' FEES

25.1 In the event the parties become involved in litigation or arbitration with each other arising out of this Agreement or other performance thereof in which the services of an attorney or other

expert are reasonably required, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including the cost incurred for attorneys' fees and experts' fees. Unless judgment goes by default, the attorneys' fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all Attorneys' fees actually incurred in good faith, regardless of the size of a judgment, it being the intention of the parties to fully compensate for all attorneys' fees and experts' fees paid or incurred in good faith.

SECTION 26 - CONTRACT DOCUMENTS

26.1 The several parts of this Agreement are intended to be complementary and to describe and to provide documentation for the entire project. If there is a conflict, plans and specifications shall take precedence over the general description of the project. Large-scale drawings shall take precedence over small-scale drawings covering the same subject matter. Drawings shall not take precedence over the specifications nor shall specifications take precedence over drawings. If the drawings and specifications are at variance with one another, SUBCONTRACTOR shall at once so notify CONTRACTOR in writing before proceeding with any part of the project affected thereby. CONTRACTOR shall resolve the discrepancy and shall give written instructions on how to proceed to SUBCONTRACTOR.

26.2 Where conflicts in the Contract Documents cannot be resolved per subparagraph 26.1, the most specific requirement or that which will produce the product of the highest quality shall govern.

26.3 The intent of the Contract Documents is to describe a functionally complete facility. It is intended that the SUBCONTRACTOR shall furnish all labor, materials, tools, equipment and other items necessary for the proper execution and completion of its Work in accordance therewith. This includes all Work incidental to or reasonably inferable from the Contract Documents as being necessary to produce the intended results, and to complete the Work in a satisfactory manner, ready for use, occupancy and occupation by OWNER unless it is specifically indicated in the Contract Documents that such Work is to be performed by others. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

26.4 This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by signing this agreement, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

SECTION 27 – SUBMITTALS

27.1 Submittals required under this agreement, the exhibits and by the contract documents shall be transmitted to the CONTRACTOR according to the following schedule and in any case prior to SUBCONTRACTOR beginning work on the site:

- 27.1.1 Return of signed Subcontractor Agreement - 5 days following issuance of the Agreement
- 27.1.2 Required Insurance Certificates - 10 days following issuance of the Agreement
- 27.1.3 Schedule of Values - 10 days following issuance of the Agreement
- 27.1.4 Shop Drawings, Product Data, Product Samples - 10 days following issuance of the Agreement

27.2 Failure of SUBCONTRACTOR to meet the above submittal requirements may be cause for CONTRACTOR to take action under the terms of Section 14 of the agreement or may delay processing of payment requests under Section 4 of the agreement. The SUBCONTRACTOR shall perform no Work requiring submittal and review of shop drawings, product data, samples or similar submittals until respective submittal has been approved by the Architect. Such work shall be in accordance with approved submittals.

27.3 The SUBCONTRACTOR represents and warrants that all shop drawings shall be prepared by persons and entities possessing appropriate licenses and first-rate expertise and experience in the trade for which the shop drawing is prepared and, if required by applicable law, by a licensed engineer. Shop drawings shall show the design, dimension, connections and other details necessary to insure that the shop drawings accurately interpret the Contract Documents and shall also show adjoining work in such detail as required to provide proper connections with said adjoining work.

SUBCONTRACTOR shall submit product data when necessary or requested by the CONTRACTOR to explain fully apparatus or equipment required by the Work. Samples shall be submitted from the same source which shall actually supply the Project. Samples shall be of adequate size to show quality, type, color, range, finish, texture and other specified characteristics.

27.4 SUBCONTRACTOR represents and warrants that all submittals have been reviewed before submission to CONTRACTOR and has determined and verified materials, field measurements and field construction criteria related thereto, or will do so with reasonable promptness and that is has checked to insure that work contiguous with and having bearing on the Work shown on the submittal is accurately and clearly shown, that the Work has been coordinated, that the equipment will fit into the assigned spaces and that is has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

27.5 SUBCONTRACTOR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architects or CONTRACTORS approval of submittals unless the SUBCONTRACTOR has specifically informed the Architect and/or CONTRACTOR of such deviation at the time of submittal and written approval has been issued to the SUBCONTRACTOR to the specific deviation. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the CONTRACTOR and Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certificates.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD, WHOSE ADDRESS IS:

Contractors State License Board
3132 Bradshaw Road
P.O. Box 26000
Sacramento, CA 95826

CONTRACTOR:
Palisade Builders, Inc.
900 E. Hamilton Ave., Suite 140
Campbell, CA 95008

Lic. No.: 838046

By: _____

Title: Project Manager

Date: _____

SUBCONTRACTOR:

Lic. No.: _____

By: _____

Title: _____

Date: _____



Palisade Builders, Inc.

PALISADE
BUILDERS, INC.

Printed on Tue Feb 8, 2022 at 03:14 pm PST

Job #: 1800 – The Sovers
777 W. Middlefield Road
Mountain View, CA 94043

EXHIBIT S – Submittal Template

All Submittals

Spec Section	#	Rev.	Title	Type	Status	Responsible Contractor	Final Due Date	Submit By	Location	Received From	Received Date	Ball In Court	Approvers	Response	Sent Date	Returned Date	Due Date	Distributed Date	

The Sevens

Exhibit T - Permit Responsibility

Required Permit	Agency	Permit Procurement Responsibility	Cost Responsibility**	Current Status
Construction Management Plan	Building/Public Works	MVO	OWNER/MVO	
Haul Route Application	Building/Public Works	MVO	OWNER/MVO	
Tree Removal Permit	Parks and Recreation	MVO	OWNER/MVO	
SWPP (Project)	Public Works	MVO	OWNER/MVO	
Fire Prevention & Hazmat	Fire	MVO	OWNER/MVO	
City of Mountain View Offsite Civil Encroachment (Demo)	Building/Public Works	PBI	OWNER/MVO	
City of Mountain View Offsite Civil Encroachment (Project)	Building/Public Works	PBI	OWNER/MVO	
City of Mountain View Onsite Civil	Building/Public Works	PBI	OWNER/MVO	
City of Mountain View Grading	Building/Public Works	PBI	OWNER/MVO	
Building Permit (Residential & Garage)	Building/Fire	MVO/TCA	OWNER/MVO	
Building AMMR	Fire	MVO/TCA	OWNER/MVO	
Spa Permit	San Mateo Health	PBI	OWNER/MVO	
Fire Underground	Fire	PBI	OWNER/MVO	
Fire Sprinkler	Fire	PBI	OWNER/MVO	
Fire Alarm	Fire	PBI	OWNER/MVO	
ERRCS	Fire	PBI	OWNER/MVO	
2-Way Comm	Building	PBI	OWNER/MVO	
Signage	Planning	MVO	OWNER/MVO	
Signage	Building	PBI	OWNER/MVO	
Discharge (NPDES)	Regional Water Board	MVO	OWNER/MVO	
Crane Permit	OSHA	PBI	OWNER/MVO	
Crane Permit	FAA	PBI	OWNER/MVO	
Crane Permit	CalTrans	PBI	OWNER/MVO	

Permits including, but not limited to, demolition permits, building permits, plan check fees, site development fees or assessment fees, traffic impact fees, storm, water (AHJ) are by Owner.

Trade permits, including fire sprinklers and deferred submittal fees are by Contractor.

The Mechanical, Electrical and Plumbing permits are included in the Building Permit and fees have been paid by Owner.

**** Proportionate to the overall scope/square footage share of the overall project (All buildings and common areas)**

DRAFT AIA[®] Document G701[™] - 2017

Change Order

PROJECT: *(Name and address)*

CONTRACT INFORMATION:

CHANGE ORDER INFORMATION:

Contract For:
Date:

Change Order Number:
Date:

OWNER: *(Name and address)*

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

\$	0.00
\$	0.00
\$	0.00
\$	0.00
\$	0.00

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

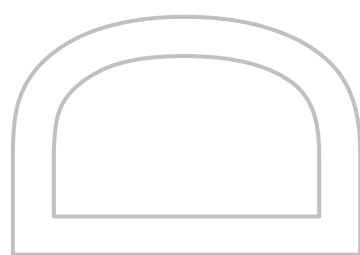
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



DS
JJ

DS
PH

Exhibit U - AIA G702 Form

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: PROJECT: [Redacted]

FROM CONTRACTOR: VIA ARCHITECT: [Redacted]

PALISADE BUILDERS, INC.
900 E. Hamilton Avenue, Suite #140
Campbell, CA 95008

APPLICATION #: [Redacted] Project Mgr. [Redacted]

PERIOD TO: [Redacted] Acqg. [Redacted]

PROJECT NOS: [Redacted]

REVISED DATE: [Redacted]

CONTRACT DATE: [Redacted]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	[Redacted]
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	0.00
4. TOTAL COMPLETED & STORED TO DATE	\$	[Redacted]

(Column G on G703)

5. RETAINAGE:

- a. [Redacted] of Completed Work
 - b. [Redacted] of Stored Material
- (Column H on G703)

Total Retainage (Line 5a + 5b or Total in Column P of G703) \$ [Redacted]

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ [Redacted]

8. CURRENT PAYMENT DUE (Line 6 minus Line 7) \$ 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 8 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	[Redacted]	[Redacted]
Total approved this Month	[Redacted]	[Redacted]
TOTALS	[Redacted]	[Redacted]
NET CHANGES by Change Order	[Redacted]	[Redacted]

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: PALISADE BUILDERS, INC.

By: _____ Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Santa Clara
Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____
by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me(.) (.)

Notary Public: _____ (Seal)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on limited on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the amount certified

AMOUNT CERTIFIED\$ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DS [Signature]

DS [Signature]

AIA[®] Document G702™ - 1992

Application and Certificate for Payment

Subcontractor G702

TO OWNER:
Hidden Valley General Contracting Company
900 Westview Terrace, CC, 800 Eastview Terrace, CC,
Boston, Massachusetts 02401

PROJECT:
one_sub_one_draw
1600 Pennsylvania Ave. Site, 233 South Wacker Drive Site
Washington D.C., District of Columbia 45612, Capital site
County

FROM CONTRACTOR:
United Center Excavating Inc.
1901 West Madison Street Sub, 1060 West Addison Street Sub
Chicago, Illinois 60613

VIA ARCHITECT:
American School Architects Inc.
799 Long Address Line 1, 800 Long Address Line 2
Lake Bluff, Illinois 60065

APPLICATION NO: 3
PERIOD TO: 09/30/20
CONTRACT FOR: Sub-Contract #1 - Contract Description Sub
CONTRACT DATE: 08/30/13
PROJECT NOS: 69136913

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,000,000.00
2. Net Change by Change Orders \$ 4,000.00
3. CONTRACT SUM TO DATE (Line 1+2) \$ 1,004,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) \$ 145,745.27

5. RETAINAGE:
 - a. 7.9% of Completed Work (Column D + E on G703) \$ 11,568.77
 - b. 9.6% of Stored Material (Column F on G703) \$ 5.75
6. TOTAL EARNED LESS RETAINAGE \$ 11,574.52
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 90,360.02
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 43,810.73
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 869,829.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$8,000.00	\$(4,000.00)
Total approved this Month	\$0.00	\$0.00
TOTALS	\$8,000.00	\$(4,000.00)
NET CHANGES by Change Order		\$ 4,000.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: United Center Excavating Inc.

By: Sub First Name Sub Last Name Date: July 01, 2020
 State of: District of Columbia County of: cook
 Subscribed and sworn to before me this July 01, 2020
 Notary Public: Arc First Name Arc Last Name
 My Commission expires: 08/31/20, #12345
State of District of Columbia, Municipality of Lake cook, cook County

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.



AMOUNT CERTIFIED \$ **43,810.73**
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: American School Architects Inc.

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
PBI Cost Code	Description of work	Scheduled Value	Change Order Value thru PCCO#	Current Value	Committed Value	(Over) / Under	Previous Applications	Work Completed This Period	Retention Held This Period	Total Completed and Stored to Date	% Complete	Balance to Finish	Retainage Total	Retainage Released To-Date	Retainage Balance
	DIV. 7 - THERM & MOIST PROTECTION														
	BELOW GRADE WATERPROOFING (ELEVATOR PITS)										0.0%	0.00	-		0.00
	BELOW GRADE WATERPROOFING (Ramp & Garage Walls)										0.0%	0.00	-		0.00
	AMENITY DECK WATERPROOFING										0.0%	0.00	-		0.00
	AMENITY DECK PLANTERS										0.0%	0.00	-		0.00
	VEHICULAR TRAFFIC COATING										0.0%	0.00	-		0.00
	PVMA TRAFFIC COATING										0.0%	0.00	-		0.00
	MISC WATERPROOFING										0.0%	0.00	-		0.00
	EXPANSION JOINT & COVER										0.0%	0.00	-		0.00
	PRIVATE DECK WATERPROOFING & OPEN CORRIDORS										0.0%	0.00	-		0.00
	INSULATION										0.0%	0.00	-		0.00
	ROOFING (TPO)										0.0%	0.00	-		0.00
	ROOFING (STANDING SEAM)										0.0%	0.00	-		0.00
	FLASHING AND SHEETMETAL										0.0%	0.00	-		0.00
	METAL SIDING										0.0%	0.00	-		0.00
	FIREPROOFING										0.0%	0.00	-		0.00
	FIRESTOPPING										0.0%	0.00	-		0.00
	ROOF ACCESSORIES										0.0%	0.00	-		0.00
	SEALANTS AND CAULKING										0.0%	0.00	-		0.00
	DIV. 7 - SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00
	DIV. 8 - DOORS AND WINDOWS														
	WINDOWS										0.0%	0.00	-		0.00
	STOREFRONT										0.0%	0.00	-		0.00
	GARAGE VEHICLE SECURITY GATE / COLLING DOORS										0.0%	0.00	-		0.00
	WALLCOVERINGS / WINDOW FILM										0.0%	0.00	-		0.00
	SMOKE DOORS										0.0%	0.00	-		0.00
	DIV. 8 - SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00
	DIV. 9 - FINISHES														
	PLASTER/SCAFFOLDING										0.0%	0.00	-		0.00
	DRYWALL/METAL SOFFITS										0.0%	0.00	-		0.00
	COMMON AREA FLOORING										0.0%	0.00	-		0.00
	UNIT FLOORING (VINYL PLANK)										0.0%	0.00	-		0.00
	COUNTERTOPS-UNITS										0.0%	0.00	-		0.00
	COMMON AREA COUNTERTOPS										0.0%	0.00	-		0.00
	COMMON AREA TILE										0.0%	0.00	-		0.00
	EXTERIOR BUILDING TILE										0.0%	0.00	-		0.00
	KITCHEN TILE BACK SPLASH										0.0%	0.00	-		0.00
	TUB AND TILE SURROUNDS										0.0%	0.00	-		0.00
	TILE ANTI-FRACTURE SEALER; FLOOR TRANSITIONS, SHOWER SHELVES										0.0%	0.00	-		0.00
	PAINTING										0.0%	0.00	-		0.00
	INTUMESCENT PAINT										0.0%	0.00	-		0.00
	COMMON AREA ALLOWANCE										0.0%	0.00	-		0.00
	DIV. 9 - SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00

DS



A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
PBI Cost Code	Description of work	Scheduled Value	Change Order Value thru PCCO#	Current Value	Committed Value	(Over) / Under	Previous Applications	Work Completed This Period	Retention Held This Period	Total Completed and Stored to Date	% Complete	Balance to Finish	Retainage Total	Retainage Released To-Date	Retainage Balance
	DIV. 10 - SPECIALTIES														
	PERMANENT SIGNAGE										0.0%	0.00	-		0.00
	FIRE EXTINGUISHERS										0.0%	0.00	-		0.00
	KNOX BOXES										0.0%	0.00	-		0.00
	ACCESS DOORS										0.0%	0.00	-		0.00
	BIKE RACKS										0.0%	0.00	-		0.00
	POSTAL SPECIALTIES										0.0%	0.00	-		0.00
	COMMON BATH ACCESSORIES										0.0%	0.00	-		0.00
	MIRRORS										0.0%	0.00	-		0.00
	SHOWER GLASS ENCLOSURE										0.0%	0.00	-		0.00
	DIV 10. - SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	-	-	0.00
	DIV. 11 - EQUIPMENT														
	APPLIANCES										0.0%	0.00	-		0.00
	COMMON AREA APPLIANCES										0.0%	0.00	-		0.00
	TRASH COMPACTORS AND BINS										0.0%	0.00	-		0.00
	TRASH CHUTES										0.0%	0.00	-		0.00
	DIV 11. - SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	-	-	0.00
	DIV. 12 - FURNISHINGS														
	WINDOW COVERINGS										0.0%	0.00	-		0.00
	DIV 12. - SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	-	-	0.00
	DIV. 13 - SPECIAL CONSTRUCTION														
	WOOD PROPERTY LINE FENCE										0.0%	0.00	-		0.00
	BUILDING MAINTENANCE SYSTEM										0.0%	0.00	-		0.00
	AMENITY BUILDING										0.0%	0.00	-		0.00
	ROOFTOP DECK										0.0%	0.00	-		0.00
	POOL & SPA										0.0%	0.00	-		0.00
	EGRESS PHASING ALLOWANCE										0.0%	0.00	-		0.00
	LEASING ENTRY ALLOWANCE										0.0%	0.00	-		0.00
	MOCK UP										0.0%	0.00	-		0.00
	DIV 13. - SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	-	-	0.00
	DIV. 14 - CONVEYING SYSTEMS														
	ELEVATORS										0.0%	0.00	-		0.00
	ELEVATOR CAB ALLOWANCE										0.0%	0.00	-		0.00
	ADDITIONAL GARAGE ELEVATOR										0.0%	0.00	-		0.00
	DIV 14. - SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	-	-	0.00
	DIV. 15 - MECHANICAL														
	PLUMBING & GAS										0.0%	0.00	-		0.00
	SUBMETERS										0.0%	0.00	-		0.00
	FIRE PROTECTION										0.0%	0.00	-		0.00
	HEAT AND VENTILATION										0.0%	0.00	-		0.00
	DIV 15. - SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	-	-	0.00

DS

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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
PBI Cost Code	Description of work	Scheduled Value	Change Order Value thru PCCO#	Current Value	Committed Value	(Over) / Under	Previous Applications	Work Completed This Period	Retention Held This Period	Total Completed and Stored to Date	% Complete	Balance to Finish	Retainage Total	Retainage Released To-Date	Retainage Balance
	DIV. 16 - ELECTRICAL														
	ELECTRICAL											0.00			0.00
	LOW VOLTAGE											0.00			0.00
	SOLAR PANELS											0.00			0.00
	LIGHT FIXTURE											0.00			0.00
	AV & AUTOMATION SYSTEMS											0.00			0.00
	DIV 16. - SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00
	TOTAL DIRECT COST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00
9000	OVERHEAD AND PROFIT	0.00													
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00
	CONSTRUCTION CONTINGENCY 1.5%														
	COVERAGES OUTSIDE OCIP/CCIP														
	INSURANCE														
	DESIGN BUILD SERVICES (Pre-Construction)														
	OWNER Contingency														
	TOTALS THIS PERIOD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00

DS JJ

DS PH

AIA® Document G703™ - 1992

Subcontractor
 Example of G703

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 3


APPLICATION DATE: 07/04/20

PERIOD TO: 09/30/20

ARCHITECT'S PROJECT NO: 69136913

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I CURRENT RETENTION	J PREVIOUS RETENTION	K TOTAL RETENTION
				THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)					
0001	Mechanical	100,000.00	10,000.00	10,000.00	10,000.00	10.00	20,010.00	20.0%	79,990.00	1,001.00	1,000.00	1,501.00
0002	Metals	1,000.00	100.00	100.00	100.00	20.00	220.00	22.0%	780.00	12.00	10.00	22.00
0003	Woods and Plastics	879.36	87.94	87.94	87.94	30.00	205.87	23.4%	673.49	11.80	8.79	20.59
0004	Finishes	349,873.35	34,987.34	34,987.33	34,987.33	0.00	69,974.67	20.0%	279,898.68	3,498.73	3,498.73	4,497.46
0005	Extras	100.00	10.00	10.00	10.00	0.00	20.00	20.0%	80.00	1.00	1.00	2.00
0007	Poles	1,000.00	100.00	100.00	100.00	0.00	200.00	20.0%	800.00	10.00	10.00	20.00
0008	Masonry	100,000.00	10,000.00	10,000.00	0.00	0.00	10,000.00	10.0%	90,000.00	0.00	1,000.00	1,000.00
0009	Electrical	10,000.00	1,000.00	1,000.00	0.00	0.00	1,000.00	10.0%	9,000.00	0.00	100.00	100.00
0012	Tools	300,000.00	30,000.00	30,000.00	0.00	0.00	30,000.00	10.0%	270,000.00	0.00	3,000.00	3,000.00
0013	Wood	30,000.00	3,000.00	3,000.00	0.00	0.00	3,000.00	10.0%	27,000.00	0.00	300.00	300.00
0014	Pipes	3,156.36	315.64	315.64	0.00	0.00	315.64	10.0%	2,840.72	0.00	31.56	31.56
0015	Materials	81,987.65	8,198.76	8,198.76	0.00	0.00	8,198.76	10.0%	73,788.89	0.00	819.88	819.88
0017	CO1	5,000.00	500.00	500.00	0.00	0.00	500.00	10.0%	4,500.00	0.00	50.00	50.00
0018	CO2	(2,000.00)	(200.00)	(200.00)	0.00	0.00	(200.00)	10.0%	(1,800.00)	0.00	(20.00)	(20.00)
0019	CO3	3,000.00	300.00	300.00	0.00	0.00	300.00	10.0%	2,700.00	0.00	30.00	30.00
0020	CO4	(2,000.00)	(200.00)	(200.00)	0.00	0.00	(200.00)	10.0%	(1,800.00)	0.00	(20.00)	(20.00)
1212145421544	Things	12,003.28	1,200.33	1,200.33	0.00	0.00	1,200.33	10.0%	10,802.95	0.00	120.03	120.03

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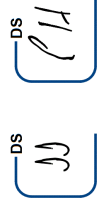
Continuation Sheet (page 3)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 3
 APPLICATION DATE: 07/04/20
 PERIOD TO: 09/30/20
 ARCHITECT'S PROJECT NO: 69136913

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I CURRENT RETENTION	J PREVIOUS RETENTION	K TOTAL RETENTION
					THIS PERIOD						
123 4567 89101 112	Landscaping	10,000.00	1,000.00		0.00	0.00	1,000.00	9,000.00	0.00	100.00	100.00
	GRAND TOTAL	\$1,004,000.00	\$100,400.01		\$45,285.26	\$60.00	\$145,745.27	\$858,254.73	\$4,534.53	\$10,039.99	\$11,574.52

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DRAFT AIA® Document G704® - 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

CONTRACT INFORMATION:

CERTIFICATE INFORMATION:

Contract For:
Date:

Certificate Number:
Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first.

The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

DS JJ DS PH



PALISADE
BUILDERS, INC.

PCO #072

Per the terms and conditions of our contract, we request official notice to proceed to start this extra work without further delay to the construction schedule. This can be done by signing below and returning to our office immediately. You are authorizing us to proceed with the extra work and you are accepting these costs to be added to the contract work as a change order per the terms of the Prime Contract. If you have any questions, please contact Greg Blade at (510) 684-0557 as soon as possible.

Palisade Builders, Inc.
900 E. Hamilton Ave, Suite 140
Campbell California 95008

SIGNATURE

DATE

SIGNATURE

DATE

The Sevens
Exhibit V - Draw Schedule

Owner		Mountain View Owner, LLC	
Joint Venture Partner		GS E&C	
Construction Lender		TBD	
General Contractor		Palisade	
Draw Accountant		TBD	
Process			
Requisitions/Invoices Due to Palisade from Subs/Vendors		20th of the billing month	Billing Month
Pencil Draw draft to Owner		25th	Billing Month
Site Walk		26th -28th	Billing Month
RLB Report		28th	Billing Month
Pencil Draw Meeting / Completed Payment Appl. Signed G702		5th	Month After Billing Month
Soft Costs Approved by Owner		7th	Month After Billing Month
Final application for payment to funding source		10th	Month After Billing Month
Funding		5th	Month Following Receipt of Completed Payment Application

Notes: If a date falls on a weekend or recognized holiday the date will shift to the next workday.

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(Civil Code § 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of \$_____.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

A blue ink signature consisting of the letters 'JJ' inside a blue rounded rectangular box with 'DS' printed above it.A blue ink signature consisting of the letters 'PH' inside a blue rounded rectangular box with 'DS' printed above it.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(Civil Code § 8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 Date(s) of waiver and release: _____
 Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____



UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(Civil Code § 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of \$ _____.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

DS
JJ

DS
PH

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(Civil Code § 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including:
 - (A) a right based on rescission, abandonment, or breach of contract, and
 - (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Two DocuSign signature boxes are located at the bottom right of the page. The first box contains a handwritten signature, and the second box contains the initials 'PH'. Both boxes are labeled 'DS' in the top right corner.



PALISADE
BUILDERS, INC.

Exhibit X - Change Order Form

PCO #

Palisade Builders, Inc.
900 E. Hamilton Avenue, Suite 140
Campbell, California 95008
Phone: (408) 429-7700
Fax: (408) 429-7701

Project:

Prime Contract Potential Change Order

TO:	FROM:	Palisade Builders, Inc. 900 E. Hamilton Ave, Suite 140 Campbell California, 95008
PCO NUMBER/REVISION:	CONTRACT:	
REQUEST RECEIVED FROM:	CREATED BY:	
STATUS:	Pending - In Review	CREATED DATE:
REFERENCE:		PRIME CONTRACT CHANGE ORDER:
FIELD CHANGE:	No	
LOCATION:		ACCOUNTING METHOD: Amount Based
SCHEDULE IMPACT:		PAID IN FULL:
		TOTAL AMOUNT:

POTENTIAL CHANGE ORDER TITLE:

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1		Trade Cost for Work	Other	
2		Trade Overhead - 10%	Other	
3		Trade Profit - 5%	Other	
4		PBI Fee of 3.25%	Other	
				Subtotal:
				Grand Total:

DS DS
JJ PH



PALISADE
BUILDERS, INC.

PCO #072

Per the terms and conditions of our contract, we request official notice to proceed to start this extra work without further delay to the construction schedule. This can be done by signing below and returning to our office immediately. You are authorizing us to proceed with the extra work and you are accepting these costs to be added to the contract work as a change order per the terms of the Prime Contract. If you have any questions, please contact Greg Blade at (510) 684-0557 as soon as possible.

Palisade Builders, Inc.
900 E. Hamilton Ave, Suite 140
Campbell California 95008

SIGNATURE

DATE

SIGNATURE

DATE



PALISADE
BUILDERS, INC.

PCO Status Report

Potential Change Orders

Group	Contract Number	PCO #	Title	PCO Created At	PCCO #	Prime PCO Schedule Impact	Amount
Status: Approved							
1	191	191	CE #202 - RFI 833 Building A wall Fur out	02/11/2022			Sum: \$181,859,339.34
1	190	190	CE #181 - RFI#779 Unit 5110 RCP clarification and coordination	02/10/2022			\$2,524.20
1	189	189	CE #238 - NCT 80000 Contingency to 16100 Electrical - Mckimmey Cost Escalation	02/08/2022	018		\$1,135.89
1	188	188	CE #157 - Cellular Enhancement - Equipment	02/04/2022	019		\$0.00
1	186	186	CE #237 - NCT 80000 Contingency to 09251 Unit Flooring	02/03/2022	018		\$294,989.00
1	180	180	CE #229 - Temp Power for Garage Mechanical Fans	01/27/2022	018		\$0.00
1	178	178	CE #226 - Submittal#464 Elevator A2 to B3 Interior Finishes	01/25/2022	018		\$8,950.79
1	176	176	CE #222 - RFI#875 Fitness Room Box Walk	01/12/2022	018		\$13,842.00
1	173	173	CE #192 - Submittal#432 Spiral Stairs Glass	01/05/2022			\$8,965.12
1	167	167	CE #208 - NCT 80000 Contingency to 091000 Plaster	12/16/2021	018		\$6,175.00
1	166	166	CE #178 - RFI#766 Club Room Fur Out Wall	12/15/2021	017		\$0.00
1	165	165	CE #182 - RFI#755 Unit 5206 Ceiling RCP Clarification	12/15/2021	018		\$9,444.50
1	160	160	CE #204 - Medina's Catering Services	12/08/2021	018		\$4,631.00
1	158	158	CE #203 - TAS LVP Flooring Shipping Cost	02/03/2022	017		\$14,280.00
1	157	157	CE #199 - RFI#748/749 Elevator 2-Way Head Unit Location	12/15/2021	018		\$25,708.98
1	156	156	CE #185 - RFI#802 Party Floor Transitions	12/02/2021	018		\$7,203.41
1	155	155	CE #195 - RFI: #799: Boiler vents at Low Roof Penetrations	12/01/2021	018		\$11,462.00
1	154	154	CE #184 - RFI#790 Unit 5445 MEPF Coordination	11/30/2021	017		\$949.00
1	153	153	CE #186 - ASI 54 - Irrigation	12/02/2021	018		\$4,632.91
1	152	152	CE #194 - RFI#803 Corridor Fitness Entry Furring Wall	11/30/2021	017		(\$1,037.46)
1	149	149	CE #193 - RFI#815 - D504 Fixture Reselection	11/29/2021	017		\$1,318.35
1	148	148	CE #175 - RFI#773 D201 Fixture	11/23/2021	018		\$11,011.86

DS \$11,011.86
JJ \$1,135.89



PALISADE
BUILDERS, INC.

Palisade Builders, Inc.
Job #: 1945 Hadley GMP
525-555 & 769 East Evelyn Ave
Mountain View, California 94041

Group	Contract Number	PCO #	Title	PCO Created At	PCCO #	Prime PCO Schedule Impact	Amount
1	147	147	CE #187 - RFI#776 Playground Safety Foam	11/12/2021	018		\$6,099.92
1	146	146	CE #183 - NCT 80000 Contingency to 018000 General Conditions	11/12/2021	015	0	\$0.00
1	145	145	CE #140 - ASI 51 USG Ceiling System	11/15/2021	017		\$131,899.00
1	144	144	CE #176 - RFI#777 Building B Roof Conflict	11/03/2021	017	0	\$6,329.61
1	142	142	CE #177 - RFI#763 Think Tank Beam Connections	11/02/2021	014		\$10,849.42
1	141	141	CE #170 - ASI 25 - Cell Tower Price Forthcoming	12/22/2021	016		\$33,264.25
1	140	140	CE #156 - ASI 53 -Stucco	10/28/2021	017	0	\$28,490.00
1	139	139	CE #162 - RFI#753 Mailbox Islands	10/27/2021	014		\$1,465.00
1	138	138	CE #173 - NCT 10600 Smoke Doors to 06500 Siding	10/26/2021	014		\$0.00
1	136	136	CE #172 - NCT 10600 Smoke Doors to 03000 Structural Concrete	10/22/2021	014		\$0.00
1	135	135	CE #168 - MCH Backcharge to Largo	10/22/2021			\$0.00
1	134	134	CE #171 - RFI#769 Type 1 Sunshades Frames	10/20/2021	014	0	\$8,511.53
1	133	133	CE #169 - Submittal#393.1 # Microwave & Kegeerator	11/15/2021	017		(\$2,691.30)
1	132	132	CE #152 - ASI 46 - Garage Signage Updates	01/26/2022	018		(\$38,353.47)
1	131	131	CE #167 - NCT 10600 Smoke doors to 16300 L.V. Garage	10/15/2021	014		\$0.00
1	130	130	CE #166 - RFI#761 fur Walls at Leasing for Plumbing	10/14/2021	014		\$3,859.52
1	129	129	CE #165 - RFI#717 Theater Projector Backing	11/12/2021	017		\$3,188.99
1	128	128	CE #164 - Submittal#319 Roof Sola Tile Selection	10/14/2021	014		\$2,981.00
1	127	127	CE #163 - RFI#746 Roofwater	10/13/2021	014	0	\$8,095.85
1	125	125	CE #161 - RFI#742 Building B A2 Window vs. Roof Line	10/04/2021	014		\$990.31
1	124	124	CE #160 - NCT 03000 Structural Concrete to 06000 ACS	10/01/2021	013		\$0.00
1	123	123	CE #158 - RFI#728 Building A Lobby Sunshades	11/02/2021	014		\$1,781.30
1	122	122	CE #159 - Cellular Enhancement Proposal - Prewire	12/22/2021	016		\$245,522.78
1	121	121	CE #155 - RFI#710 EBM Bolts Stick Out Past Stucco	11/02/2021	014		\$9,172.00
1	120	120	CE #143 - RFI#288.1 Curb Height Verification	09/22/2021	013		\$96,632.64

MOCK SAMPLE FOR OFFICE USE ONLY

DS
[Signature]



PALISADE
BUILDERS, INC.

Palisade Builders, Inc.
Job #: 1945 Hadley GMP
525-555 & 769 East Evelyn Ave
Mountain View, California 94041

Group	Contract Number	PCO #	Title	PCO Created At	PCCO #	Prime PCO Schedule Impact	Amount
1	118	CE #150 - RFI#711	Trash Room A 2 Coil Door Conflict	09/21/2021	013	0	\$5,610.00
1	116	CE #153 - Submittal#266.1	CAT 6 Cable	09/14/2021	013	0	\$88,098.90
1	115	CE #142 - ASI 40 - Studio	Unit#5454	08/27/2021	013		\$3,165.58
1	114	CE #140 - ASI 51 - Rough	Carpentry and Other Trades	10/02/2021	014		\$77,966.57
1	113	CE #151 - RFI#669	Roof Pitch Conflict above unit#5513	11/02/2021	014		\$27,311.41
1	112	CE #131 - ASI 48	Added Soffit at Fire Doors	09/09/2021	013	0	\$10,763.79
1	111	CE #138 - RFI#682	SS routing Conflict with Trash Compaction Room Roll Up Door	09/09/2021	013		\$13,260.00
1	110	CE #134 - RFI#680	Building B Box Walk Changes	10/04/2021	013		\$2,310.00
1	109	CE #127 - Low Voltage	Smart Home & Building WIFI	11/17/2021	016		\$119,779.09
1	107	CE #144 - Largo	Backcharge - ACS COR and COR 26	09/03/2021			\$0.00
1	106	CE #106 - ACS	Backcharge - Wall Bracing (Crane Building B) & Incorrect Forming Layout @ Area L Slab	09/03/2021			\$0.00
1	105	CE #145 - RFI#662	- Alternate Truss Connection at EBM	09/02/2021	012		\$4,062.03
1	104	CE #113 - Submittal#368	- Exterior Sign Type C1 & D2	10/08/2021	013		(\$24,125.31)
1	103	CE #146 - RFI#673	Adding Wall Columns and Rim Joist Unit 6259	09/03/2021	012		\$3,318.56
1	102	CE #115 - ASI 43	- Resized Unit Windows at Lobby	08/26/2021	012		\$6,705.26
1	100	CE #118 - RFI#108.2	- Leasing Railing Screen Structural Support	10/15/2021	013	0	\$1,603.00
1	099	CE #137 - RFI#625	-Total Door Height Changes	08/23/2021	012		\$10,201.00
1	098	CE #136 - RFI#592	- Smoke Door Height changed to 8'-0" to 7'-6"	08/23/2021	012		\$10,200.96
1	097	CE #135 - ASI 45	Concrete Horizontal Metal	08/19/2021	012		\$29,888.19
1	094	CE #129 - RFI#654	- Eyebrow Roof Framing	08/16/2021	012		\$1,538.00
1	093	CE #128 - RFI 514	Relocate Leasing office door	08/16/2021	012		\$2,313.68
1	091	CE #124 - ASI 49	Refrigerator Change	08/17/2021	012		(\$117,991.36)
1	089	CE #121 - RFI#645	Roof to Eaves Finish/WP details	08/09/2021	012		\$29,444.75
1	088	CE #123 - ASI 41	- Added F3A Breezeway Lighting	10/06/2021	013		\$15,028.75
1	085	CE #120 - RFI#650	Removing Existing Brackets At Low Roof Columns	09/09/2021	012		\$3,749.16

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1	084	CE #082 - RFI#651	Low Roof Finish Clarifications	11/04/2021	014	0	\$14,639.33
1	082	CE #112 - RFI#611 - 3"	Stucco Key at Roof	08/18/2021	012		\$16,634.47
1	081	CE #101 - ASI#32 - Pet Spa		11/07/2021	017		(\$27,916.72)
1	080	CE #103 - RFI#595 - Green Screen		09/18/2021	012		\$4,541.00
1	078	CE #105 - RFI#605 - Added steel offset bar @ Storage Room and Bike Room doors & Security hardware		07/14/2021	013		\$6,608.00
1	076	CE #102 - RFI#596 - Metal Stud Drops @ Elevator Room		07/08/2021	011		\$2,639.29
1	075	CE #099 - RFI#577 - Unit Entry Signage		07/02/2021	012		\$19,114.53
1	074	CE #096 - RFI#495.2: Low Roof To Deck Edge		07/01/2021	010		\$11,349.75
1	073	CE #095 - RFI#584 - Trash receptacles color selection		06/21/2021	011		\$12,639.42
1	072	CE #087 - ASI - 13 Structural Details for Ceiling Attachments		08/18/2021	012		\$101,388.79
1	071	CE #091 - ASI#38 - Unit Corridor Carpet		06/15/2021	010	0	\$38,779.82
1	070	CE #100 - RFI#497 - Pool Coping 14" to 16"		06/15/2021	010		\$13,335.65
1	069	CE #085 - RFI#343 - Roof Eave FRT Requirements		08/25/2021	012		\$43,243.70
1	067	CE #097 - RFI#560 - Yoga Room Door Relocation		06/11/2021	011	0	\$3,247.97
1	066	CE #092 - NCT 09150 Drywall/ Metal Framing (Carpet & amp) and 09252 Unit Tile	09200 Common area Flooring (Tile), 09200 Common Area	06/08/2021	010	0	\$0.00
1	064	CE #090 - Amenity TV Size changes - ERT		06/02/2021	010	0	\$8,541.25
1	063	CE #077 - ASI - 24 - Stair A2, KFR		11/18/2021	017		\$58,188.24
1	062	CE #084 - NCT 09200 Common Area Flooring to 09252 Unit Tile		05/14/2021	009		\$0.00
1	061	CE #083 - TL-12 Spec	Backsplash Tile Size	06/09/2021	010		\$446.46
1	060	CE #081 - RFI#510 - Scupper	at Decks with Low Walls	05/11/2021	009	0	\$2,646.00
1	059	CE #068 - Submittal# 235.2 - Guardrail Revised Design		06/04/2021	010	0	\$39,775.50
1	058	CE #080 - Submittal# 291: Knotwood Removal @ Type 2		05/11/2021	009		(\$15,428.00)
1	057	CE #078 - ASI - 33 - Fire Dampers - Building B		06/10/2021	010		\$66,456.00
1	056	CE #076 - RFI#488 - Caulking @ Shower Floor Transitions		05/27/2021	009	0	\$5,175.00
1	054	CE #071 - NCT 08410 Storefront to 05600 Misc Steel		07/07/2021	010		\$0.00

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1	053	CE #070 - RFI#469 - Fitness & Yoga Room	04/19/2021	010		\$40,350.65	
1	052	CE #066 - ASI - 11 Added Wall Types A12 & A12.1 / ASI 11.2	08/17/2021	012		\$81,120.74	
1	051	CE #073 - City Revisions - Fee	08/19/2021	009	0	\$2,387.00	
1	050	CE #064 - Submittal#84.3 - Amenity Motorized Shades - Epic & Direct Shades	01/17/2021	014		\$44,286.94	
1	049	CE #065 - AT&T Micro Duct	03/30/2021	008		\$48,715.00	
1	048	CE #063 - ASI 11.1 - Basement Wall Tags	04/08/2021	009	0	\$37,801.00	
1	047	CE #033 - Cathodic Protection - Added Scope Sanco Pipelines	05/03/2021	008		\$0.00	
1	046	CE #025 - AT&T Boxes Relocation & 4" Conduits for permanent Cell Tower	03/18/2021	008		\$0.00	
1	045	CE #061 - RFI#419 - Stucco @Outdoor Theater & Tunnel	05/14/2021	009		\$21,331.00	
1	044	CE #058 - Weather Delay #004	05/06/2021	008		\$0.00	
1	043	CE #057 - Weather Delay #003	05/06/2021	008		\$0.00	
1	042	CE #054 - ASI - 22 - Rated Storefront Changes and Smokeguard Doors - Elevators	07/15/2021	011		\$106,687.00	
1	041	CE #053 - ASI 21 - F5 Window Tags	03/04/2021	008	0	\$947.76	
1	040	CE #052 - NCT 08410 Storefront to 07700 Roof Accessories	03/04/2021	008	0	\$0.00	
1	038	CE #049 - ASI - 19 Corner Shower Basket	03/18/2021	009		\$55,311.00	
1	036	CE #047 - ASI 16 - Drop Ceiling at Trash Rooms	02/10/2021	008	0	\$12,608.24	
1	035	CE #045 - Kinetics RIM System @ Yoga and Fitness	03/03/2021	008		\$19,657.00	
1	034	CE #042 - RFI#167 - Removable Offset Vent	01/28/2021	006	0	\$79,336.00	
1	033	CE #041 - Weather Delay #02	05/06/2021	008		\$0.00	
1	032	CE #040 - ASI 006 - Structural Concrete Changes	04/22/2021	009	0	\$31,626.00	
1	031	CE #039 - RFI#235.1 - Removal of Chair Rails at 1st Floor	05/20/2021	009		(\$14,715.00)	
1	030	CE #038 - RFI#220 - Kitchen Cabinet Height Change	03/08/2021	007	0	\$60,139.00	
1	029	CE #037 - Unit Appliances	05/28/2021	009	0	\$99,878.00	
1	028	CE #036 - NCT 14-14410 Man lift to 14-14100 Elevators Contingency	01/07/2021	005		\$0.00	
1	027	CE #032 - NCT 01-01800 General Conditions to 80-80000 Contingency	01/06/2021	005		\$0.00	

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1	025	025	CE #034 - RFI#213 - Wall Type - E 5 Garage Wall	03/18/2021	008		\$39,025.00
1	024	024	CE #031 - NCT 09150 Drywall to 16100 Electrical, 16300 Low Voltage, 16400 Light Fixtures	12/15/2020	005		\$0.00
1	021	021	CE #020 - ASI 15 - D3, D4 Window Changes and Rough Carpentry	11/05/2020	006	0	\$26,058.82
1	020	020	CE #027 - HVAC - Unit Coordination - Dampers @ Building - A	09/07/2020	008	0	\$51,760.00
1	019	019	CE #026 - RFI#309 - Lighting to Security Gates	12/03/2020	005	0	\$3,695.00
1	017	017	CE #021 - ASI - 11 - Flooring	01/21/2021	006	0	\$1,010.00
1	016	016	CE #023 - RFI#251 - Storefront Changes	07/28/2021	010		\$30,920.60
1	014	014	CE #019 - Submittal # 58 - Paint Flat to Low Sheen	12/16/2020	006	0	\$36,872.00
1	013	013	CE #018 - RFI's#155, 220, 257	01/29/2021	006		\$104,946.00
1	012	012	CE #017 - ASI 010 - Party Wall Adjustments	03/09/2021	007		\$10,339.03
1	011	011	CE #016 - ASI 006 - Structural Framing Coordination & Unit Adjustments	03/09/2021	007		\$136,365.97
1	010	010	CE #015 - ASI - 04, 4.1, 4.2 - Unit Changes	02/18/2021	007		\$16,612.00
1	009	009	CE #014 - Final GMP Prime Contract Amendment	10/29/2020	004	0	\$129,014,611.00
1	008	008	CE #013 - NCT 80000 Contingency to 01800 General Conditions	09/24/2020	003	0	\$0.00
1	005	005	CE #007 - Weather Delay Notice #001	03/24/2020		1	\$0.00
1	004	004	CE #006 - Force Majeure Delay Notice #001	03/24/2020		0	\$0.00
1	002	002	CE #004 - Hadley Prometheus Prime Contract Amendment for Foundation Only Scope of Work	07/15/2020	002		\$49,923,939.00
1	001	001	NCT 02177 Project Site Verification to 0250 Shoring	03/13/2020	001	0	\$0.00
Status: Draft							
1	015	015	CE #022 - AEGIS Fire System - Submittal City Fee	11/13/2020		0	Sum: \$28,197.26
Status: Pending - In Review							
1	196	196	CE #243 - Bldg A Windows Repaint	02/17/2022			Sum: \$745,208.36
1	195	195	CE #241 - NCT 14-14100 Man Lift 14-14410 Elevators	02/15/2022			\$15,358.75
1	194	194	CE #232 - Submittal#452 5th Fl Kitchen, Lounge, Game Room Changes	02/14/2022			\$0.00
1	193	193	CE #224 - Sonitrol equipment Fire Alarm	02/11/2022			\$38,764.00

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1	192		CE #207 - RFI#842Roof deck Electric Heaters - Mckimney	02/11/2022			\$12,611.29
1	187		CE #214 - RFI#845 Bridge Sunshade Plates	02/11/2022			\$14,446.95
1	185		CE #235 - NCT 80000 Contingency to 06100 Rough Carpentry	02/17/2022			\$0.00
1	184		CE #234 - RFI#904 Fur Out Walls at Think Tank and Amenity lobby	02/28/2022			\$7,008.55
1	183		CE #233 - NCT 80000 Contingency to 011310 Appliance Units	02/02/2022			\$0.00
1	182		CE #231 - Submittal#427/RFI#764 - Think tank, Mezzanine ceiling	01/27/2022			\$29,380.00
1	181		CE #230 - Submittal#401 Indoor Theater	01/27/2022			\$2,575.00
1	179		CE #223 - RFI#746.3 Infratech Outdoor Heater and controls	01/26/2022			\$17,245.22
1	177		CE #196 - RFI#812: Sloped Roof EBM Anchor Waterproofing Detail	01/12/2022	0		\$4,072.00
1	175		CE #088 - ASI 34 Updated RCP's, Interior and Finish Plans	01/11/2022			\$43,045.47
1	174		CE #218 - NCT 80000 Contingency to 05600 Misc Steel	01/05/2022			\$0.00
1	172		CE #200 - RFI#762.2 Amenity Spring Isolated Ceilings	01/05/2022			\$96,353.35
1	171		CE #197 - RFI #831 Tree House Kitchen Clarification Hardware clarification	01/19/2022			\$743.00
1	170		CE #213 - Sub #431 Screen Wall and Think Tank Wall add Brigs	01/18/2022			\$36,773.00
1	169		CE #212 - Submittal#397/397.1 Stair Skit and Storage Wall Leasing Lobby	01/27/2022			\$13,086.00
1	168		CE #210 - NCT 80000 Contingency to 03035 Pavers	12/20/2021			\$0.00
1	164		CE #209 - Reroute Sprinkler Heads during lobby and Leasing office walks	12/15/2021			\$4,462.68
1	162		CE #206 - NCT 80000 Contingency to 07000 Sheet Metal	12/13/2021			\$0.00
1	161		CE #190 - RFI #825 - St. Blaise Market Rack Layout	12/08/2021			\$5,108.00
1	159		CE #205 - Contingency - Primally Modified Ash and Pine Price Increase	12/08/2021			\$0.00
1	151		CE #147 - ASI 52 Maintenance Shop	01/25/2022			\$12,891.26
1	150		CE #140 - ASI 51 - Rough Carpentry and Other Trades	02/15/2022			\$289,356.31
1	137		CE #126 - RFI#668 Storage Room 9	02/09/2022			\$1,037.00
1	126		CE #089 - ASI 35 - Paint Garage Concrete Lid	10/22/2021			\$35,556.00
1	117		CE #130 - Submittal#355 Latch Systems	09/21/2021			(\$45,287.22)

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1	096	096	CE #132 - Submittal#266 Added Latch Reader/ Controllers	08/17/2021	0		\$32,152.39
1	087	087	CE #122 - ASI Z4 KFR at Elevators	08/17/2021	0		\$39,102.00
Status: Rejected							Sum: \$216,547.21
1	101	101	CE #139 - Spiral Stair Railing	02/22/2021	0		\$41,771.00
1	095	095	CE #051 - ASI - 22 Fire Alarm Revisions - Magnetic Door Holds at Elevator Lobbies	08/17/2021	0		\$18,210.00
1	068	068	CE #098 - RFI #445: Fire Hose Valve Cabinet	06/11/2021	0		\$4,925.24
1	055	055	CE #044 - ASI #19 - Light Poles	04/19/2021	0		\$41,100.00
1	039	039	CE #050 - ASI -22 - Drywall Changes	02/22/2021	0		\$34,315.58
1	026	026	CE #035 - Mockup Cabinet Finish (OM Super Matte Malt)	12/29/2020	0		\$3,649.00
1	023	023	CE #030 - RFI#225 - Cable Force Changes	12/16/2020	0		\$8,890.00
1	022	022	CE #029 - ASI -09 New Unit Numbering	02/17/2021	0		\$8,721.39
1	007	007	CE #011 - NCT 80000 Contingency to 07950 Expansion Joint	08/06/2020	0		\$0.00
1	006	006	CE #008 - Shoring Material Supply COVID 19 Pandemic Delay Notice #00	03/27/2020	4		\$47,460.00
1	003	003	CE #005 - F3 Survey Adds Due to BKF Plan/Daughters Errors	03/09/2020	0		\$7,505.00
Status: Void							Sum: \$269,343.99
1	163	163	CE #188 - RFI: #804: Electrical and ID RCP Lighting Locations - Cost Impact	01/14/2022			\$45,904.08
1	143	143	CE #180 - RFI#770 Bldg B Pet Spa	11/03/2021			\$4,661.49
1	119	119	CE #154 - Submittal#371 - Black Mini Switch	09/21/2021	0		\$7,407.04
1	108	108	CE #149 - RFI#294 - Redwood Type D2 Item C2	09/03/2021			\$3,661.38
1	092	092	ASI 24.1 Stair A2 Handrail Replaced with Guardrail	08/16/2021			\$27,775.26
1	090	090	CE #125 - ASI 47 Clubroom Railing	08/11/2021			\$10,538.00
1	086	086	CE #109 - ASI - 44 - Fitness Stair Railing Rope	08/26/2021			\$6,027.00
1	083	083	CE #119 - RFI#528 -Bathroom Low Wall Height Changes to Full Height	07/30/2021			\$8,226.70
1	077	077	CE #110 - Clubhouse Truss Adjustments @ Building A	07/14/2021			\$9,635.04
1	065	065	CE #094 - Submittal#232.2 - Thresholds Change to Dark Bronze ILO Alum	06/25/2021			\$25,334.00

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	1	037	CE #048 - ASI -10 - Siding - Flashing Behind Furring Strips	02/16/2021		0	\$120,174.00
Grand Totals:							Sum: \$183,118,636.16

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