

05000 - 00000

EXHIBIT "A" SUBCONTRACTOR SCOPE OF WORK, dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

**All Work in strict accordance with Contract Documents.**

(Where reference is made in the aforementioned specification section(s) to "Contractor" it shall mean "Subcontractor" and be part of the Work of this Subcontract Agreement.)

The Subcontractor is responsible for supplying all labor, material, equipment, move-ins and subcontractors as required to complete the Work per Contract Documents. Below is a general detail of the scope of work to be performed by Subcontractor. Nothing in the below description is intended to create a substitution of materials, products, methods, quantities, warranty terms, etc. from those indicated in the Owner's plans and specifications. In the event of a conflict between the below general work details, inclusions, exclusions, conditions, and those stated in the Owner's plans and specifications, the Owner's plans and specifications shall govern. If Subcontractor desires to substitute any materials, products, methods, quantities, warranty terms, etc. the Subcontractor must follow the Owner's criteria for approving substitutions. FORWARDING ANY SUBMITTAL CONTAINING A DEVIATION FROM THE PLANS AND SPECIFICATIONS IS INSUFFICIENT TO EFFECTUATE A SUBSTITUTION. THE OWNER'S SUBSTITUTION PROCEDURE AND TIMING WILL BE SPECIFICALLY ADHERED TO BY SUBCONTRACTOR, IN THE EVENT A SUBSTITUTION IS REQUESTED.

**Scope of Work: Subcontractor to furnish all labor, materials, supplies, and tools necessary, in accordance with the Contract Documents, to perform the following:**

Item #	Description	Unit	Qty	Unit Price	Price
1		EA			\$0
2					
Total:					\$0

**Additional Conditions:**

Subcontractor shall be responsible for obtaining:

- \* Labor & Material Bond and Performance Bond in the amount of 100% of the Subcontract Price
- \* Professional Liability Insurance per Section 16 of the Subcontract Agreement and Exhibit C
- \* Pollution Liability Insurance per Section 16 of the Subcontract Agreement Exhibit C
- \* Preparation of the SWPPP per Section 28 of the Subcontract Agreement

Enrollment into the OCIP is mandatory.

Retention shall be set at 5%.

This project is receiving Federal funding and therefore federal Davis- Bacon Act wages apply. Subcontractor shall comply with all wage requirements, applicable reporting requirements, and any other applicable requirements for federal funding. If conflict exists, Subcontractor is required to pay whatever prevailing rate is higher, taking into consideration the federal Davis- Bacon Act wages and the State of California prevailing wage rates.

By executing this Agreement, Subcontractor acknowledges that the Contract Documents include the Project Labor Agreement ("PLA"), which requires Subcontractor to be bound by each and every provision of the Agreement and to evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached to the PLA as Addendum A. Subcontractor shall comply with all of the terms and conditions of the PLA as if Subcontractor were a party to the Agreement, including signatory status if required and payment of all applicable fees, dues, wages rates and trust fund payments. Subcontractor further acknowledges that Contractor has expressly relied on Subcontractor's agreeing to comply with the PLA requirements in awarding Subcontractor work on this project such that inaccurate or incomplete compliance may result in delayed or withheld payments until such deficiencies are fully remedied to the Owner's satisfaction per the Contract Documents.

The Owner reserves the right to modify the quantities or amounts and final quantities or amounts may be greatly increased or decreased or reduced to zero. The increase or reduction of these quantities or amounts shall not constitute a basis for claim by the subcontractor for extra payment or damages. Payment for the actual work performed based upon the prices bid or work done for the items of work involved will be considered full compensation to Subcontractor for the work.

Final payment to be determined by actual quantities of work installed. This is a unit price contract and is subject to verification of the quantities and deductions. If the actual quantities differs from the bid amount contained in this agreement, a corresponding change in this price may be made, subject to Owner approval. Billing requests to be quantified in field with contractor signature prior to submitting for billing.

Subcontractors shall possess such State and local licenses as are required by law, and shall furnish satisfactory proof to the Contractor that such licenses are in effect during the entire period of the contract.

The foregoing quantities, qualities and materials are for reference only and Subcontractor agrees to adhere to the quantities, qualities and materials set forth in the plans and specifications with out any change orders and or adjustments in the subcontract price.

Subcontractor agrees that the cost of material and labor for any portion of the Work that is reasonably necessary to give effect to the scope of work,, including any reasonably inferable work or services that a prudent contractor would recognize as necessary from the Contract Documents, including without limitation the drawings and specification approved by the Owner is included in the Subcontract price. By way of example only if the Contract Documents have provided for a sink on a drawing but has omitted the necessary pipe work for the functioning of such sink, Subcontractor shall be responsible for ensuring that the bid price for any plumbing work shall include the pipe work omitted from the Contract Documents.

*Unless otherwise noted above, in the event there is a conflict between this Agreement and the Subcontractor's proposal, Robert A. Bothman, Inc.'s standard terms and conditions shall govern .*

**In addition to the above:**

- 1) It is Subcontractor's responsibility to examine the site and to familiarize itself with all existing conditions prior to commencing work.
- 2) Subcontractor is responsible for its area of work as described in the Contract Documents.
- 3) Subcontractor is responsible for all of its own material and equipment stored on site. Robert A. Bothman Inc. ("RAB") is not responsible for damaged or missing material or equipment stored on site. Storage locations to be coordinated with RAB's site superintendent. All material is to be palletized when left on site. Materials left in areas other than approved storage areas will be deemed debris and disposed of at Subcontractor's cost.
- 4) Subcontractor is responsible for repairing or replacing any surfaces or structures damaged while completing its scope of work. Subcontractor is responsible for protection of its work until installed and accepted by Owner/Architect or their representative.
- 5) Subcontractor is required to broom clean its own work areas daily at the end of the shift and to remove its debris from the work area to a disposal bin furnished by others as directed by the Contractor.
- 6) Subcontractor is responsible to man the project with adequate personnel and equipment to maintain the construction schedule generated by Robert A. Bothman Inc.
- 7) The subcontractor is responsible for providing shop drawings, submittals, samples, as-builts, operating manuals and overages per Contract Documents.
- 8) Subcontractor to be responsible for all business licenses and associated fees required for the project.

- 9) Subcontractor is responsible for providing notice of all materials with a lead time of over 2 weeks and for ensuring timely receipt and unloading of such materials to the job site. Should delays arise due to Subcontractor's breach of this obligation, Contractor may proceed per Sections 7, 14, 15, and 17 of the Subcontract Agreement.
- 10) All RFI's shall be submitted in writing, in the designated format.
- 11) Subcontractor to maintain the same foreman throughout this scope of work. A request to change or substitute foreman must be submitted in writing seven (7) days prior to personnel change.
- 12) Subcontractor shall provide all task lighting. Task lighting shall be lighting required by subcontractor to perform the work of this agreement, and shall be in addition to the lighting provided by others to maintain OSHA minimum lighting
- 13) Subcontractor shall provide all temporary power distribution required from the point of termination of temporary electrical power services (spider boxes) provided by others, to the point of performance of the work of this agreement.
- 14) Subcontractor shall perform any and all field verification required for the performance of this agreement including but not limited to; field verification of existing conditions, field measurement and surveying from control and reference points. Unless otherwise agreed to in writing by Contractor and as required by California law, Subcontractor is responsible for obtaining all tickets and utility locations by USA markings for its scope of work prior to commencement of work. Said tickets must be on the job-site at the time work commences.
- 15) Hard hats and personal protection equipment are required by all personnel at all times in all areas. Personnel not complying with hardhat requirements will be dismissed from the site. Subcontractors may be assessed \$100.00 for cost of RAB Safety Officers' services for each non-compliance of Title 8, Cal OSHA. Subcontractor shall also ensure its employees and applicable workers attend all safety trainings and/or other meetings as required by the Contract Documents at no additional charge.
- 16) This is a non-smoking site. NO SMOKING anywhere on site property.
- 17) Should this be a Public Works/Prevailing Wage Project. all requests for Payment will be on a RAB's Application for Payment form with a Payroll Reporting Form and a Statement of Compliance Form attached, thereto.
- 18) All invoices from Subcontractor to RAB must be submitted on RAB's standard invoice form (Application for Payment).
- 19) Subcontractor is responsible for off-site parking of its vehicles and all associated costs, if any, for the duration of its work.

**Note:**

Unless otherwise noted herein, execution of this Subcontract Agreement shall supersede all other negotiations, stipulations, or bid proposals concerning its matter which preceded or accompanied the execution of this Agreement.





EXHIBIT C - INSURANCE REQUIREMENT CHECK LIST



Project: 05-000 0
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The following insurance MUST be listed on the standard Accord Form with applicable endorsements attached and MUST have an AM Best Rating of A- VIII or better. (samples attached)

1 GENERAL LIABILITY

- \$1,000,000.00 Each Occurrence (combined single limit for bodily injury and property damage).
\$1,000,000.00 Personal injury liability.
\$1,000,000.00 Aggregate for products and completed operations.
\$2,000,000.00 General Aggregate
Occurrence Policy - Claims-made policy will not be accepted.
Premises and Operations
Products and Completed Operations
Contractual Liability issuing tort obligations assumed by Subcontractor.
Broad form property damage (including completed operations).
Deductible/SIR over \$25,000.00 must be approved by Robert A. Bothman, Inc.
Fire, Explosions, collapse and underground hazards (including subsidence and any other movement).

WAIVER OF SUBROGATION: Endorsement Form must be submitted.
PRIMARY WORDING: Endorsement Form must be submitted with non-contributory wording CG 2001 or unmodified equivalent
ADDITIONAL INSURED: Endorsement Form must include the following:
MUST be
named on the
General
Liability Policy.
a. Robert A. Bothman, Inc.
b.
c.
d.
e.
f.
g.

Additional Insured Completed Operations Coverage (CG2010 and CG 2037 or unmodified equivalent)

FOR SUBCONTRACTS OVER \$250,000 ONLY
2 EXCESS LIABILITY:
\$2,000,000.00 Shall be maintained OVER the General Liability and Auto Liability Coverage

3 BUSINESS AUTOMOBILES:

- \$1,000,000.00 Minimum limit
ANY AUTO - owned, hired or non-owned automobiles.
Each accident for bodily injury and property damage.

4 WORKER'S COMPENSATION: Must be per statutory limits

- \$1,000,000.00 Each accident for bodily injury by accident.
\$1,000,000.00 Policy limit for bodily injury by disease.
\$1,000,000.00 Each employee for bodily injury by disease.

WAIVER OF SUBROGATION: Endorsement Form must be attached.

5 DESCRIPTION OF OPERATIONS: must be included on all certificates including workers compensation.

Project # 05-000 0
Waiver of Subrogation applies as respect General Liability and Worker's Compensation
Primary Wording applies as respect General Liability and Worker's Compensation, non-contributory
See additional insureds listed above.

6 CERTIFICATE HOLDER: Robert A. Bothman, Inc. 2690 Scott Boulevard, Santa Clara, CA 95050

7 30-DAY CANCELLATION NOTICE: Endorsement Required

8 ADDITIONAL COVERAGES REQUIRED BY OWNER:

The following requirements are located in the General and/or Supplemental Conditions of the Project Manual from which you obtained your specifications for your scope of work.

## **Exhibit D- Code of Safe Practices**

1. All persons shall follow these safe practice rules, render every possible aid to safe operations, and report all unsafe conditions or practices to the foreman or superintendent.
2. Foremen shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as is necessary to obtain observance.
3. All employees shall be given frequent accident prevention instructions (Safety Tool Box Talks). Instructions shall be given at least every 10 working days.
4. Anyone known to be under the influence of drugs or intoxicating substances that impair the employee's ability to safely perform the assigned duties shall not be allowed on the job while in that condition.
5. Horseplay, scuffling, and other acts that tend to have an adverse influence on the safety or well-being of the employees shall be prohibited.
6. Work shall be well planned and supervised to prevent injuries in the handling of materials and in working together with equipment.
7. No one shall knowingly be permitted or required to work while the employee's ability or alertness is so impaired by fatigue, illness, or other causes that it might unnecessarily expose the employee or others to injury.
8. Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation, unless it has been determined that is safe to enter.
9. Employees shall be instructed to ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the foreman or superintendent.
10. Crowding or pushing when boarding or leaving any vehicle or other conveyance shall be prohibited.
11. Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received instructions from their foreman.
12. All injuries shall be reported promptly to the foreman or superintendent so that arrangements can be made for medical or first aid treatment.
13. When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used.
14. Inappropriate footwear or shoes with thin or badly worn soles shall not be worn.
15. Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.

Date: \_\_\_\_\_ Subcontractor's Name \_\_\_\_\_

Subcontractor Signature: \_\_\_\_\_ Title \_\_\_\_\_