REQUEST FOR PROPOSAL  
General Contractor  

615 GRANT AVE TENANT IMPROVEMENT  
615 Grant Avenue, San Francisco, CA 94108

Chinatown Community Development Center (CCDC) is seeking qualified general contractors to provide pre-construction and general contracting services for an office tenant improvement project.

Project Overview:  The project involves the renovation of approximately 8,000 square feet of vacant space on the 2nd and 3rd floors (approx. 4,000 square feet per floor) of an existing building at 615 Grant Ave. in San Francisco to create new non-profit office space (the “Project”).

Gelfand Partners Architects is the project architect. Ventura Development Partners is the owner’s representative.

The project is currently in the Construction Documents phase and is expected to begin construction in September 2023.

Scope of Work:  The selected contractor’s scope of work will include, but is not limited to:

1. Pre-Construction Services:
   a. Collaborate with CCDC and our representatives to understand project objectives, schedule, and budget, and provide feedback, input, and guidance on design and construction matters.
   b. Provide at least one detailed construction cost estimate, plus one update to the cost estimate based on value engineering efforts.
   c. Establish a target construction cost based on the cost estimate and provide plan review and value engineering services to aid in meeting the construction program within the target construction cost.

2. Permitting & Inspections:
   a. Obtain all necessary building and trade permits and ensure compliance with local building codes and regulations.
   b. Coordinate inspections as required throughout the project.

3. General Contracting Services:
   a. Oversee construction of the project from start to finish, including bidding, coordination of subcontractors, scheduling, progress monitoring, maintaining construction documentation (including RFI’s and Submittals), and ensuring timely completion of all construction related tasks.
   b. After completion of bid documents, contractor will furnish a final schedule of values for the project. If CCDC and the contractor are able to successfully negotiate an agreement within the target cost established during Pre-Construction, the parties will enter into a contract for general contracting services. (We anticipate using a modified AIA A105 Standard Short Form of Agreement Between Owner and Contractor.)
c. If CCDC and Contractor are unable to negotiate a contract in good faith within the target cost, CCDC reserves the right to publicly bid the project with no further obligation to the contractor.

Proposal Submission Requirements:

1. **Company Information:**
   a. Full legal business name and registered business address
   b. Firm’s owner, executive or principal
   c. Contact information for person regarding this RFP
   d. Total number of employees
   e. Average annual volume of work, in dollars
   f. CSLB license class and number(s)
   g. City or cities where your firm is registered to do business
   h. Please indicate if your company qualifies as:
      i. Registered San Francisco S/LBE
      ii. MBE, WBE, DVBE
   i. Whether your company is signatory to a union
   j. Brief overview of your company’s experience in office tenant improvement projects
   k. List any suits, claims, judgements, or arbitration proceedings involving your company or its officers in the last three years, including any currently pending or outstanding.

2. **Cost Proposal:**
   a. **Fee:** Please propose the fee that your company will charge in the final construction contract for this project (including overhead, profit, and any other foreseeable costs). Explain whether that fee will be calculated as a percentage of the cost of the work, a lump sum, or some other method.
   b. **General Conditions:** Since the scope of work is not finalized we are not requesting firms propose a specific amount for general conditions at this time. However, please explain the assumptions for how you will price general conditions. For example: What types of costs or staffing you plan to include in general conditions? Will general conditions be calculated as a percentage of the cost of the work? Can you provide a range of general conditions costs per week or month for projects of similar size?

3. **Relevant Experience:**
   a. List of all projects completed within the past five years.
   b. Include detailed descriptions for at least two comparable projects completed within the past five years, including:
      i. Project name/address
      ii. Size of project in square feet
      iii. Brief description of the scope of work
      iv. Construction duration in weeks or months
      v. Year completed
      vi. Total contract value
      vii. Change orders as a percentage of the total contract value (please feel free to explain any unusual change order amounts)
      viii. Name of Client/Owner
      ix. Name of Architect

4. **Key Personnel:** Provide a summary of your team’s qualifications, including the name, qualifications, and relevant experience of:
   a. **Project manager** that will be assigned to this project
   b. **Superintendent** that will be assigned to this project
   c. Any other key personnel who will be assigned to this project
5. **References:** Provide contact information for at least three trade references (clients, architects, construction managers, owner’s reps, etc.).

6. **Insurance:** Please confirm that your firm can provide insurance coverage meeting the requirements in Exhibit B of this RFP.

**Submission Details:**
An optional walkthrough of the Project site will be held on July 7, 2023 at 12pm for interested parties. Please contact rfp@chinatowncdc.org by July 5 to RSVP.

Please submit your proposal no later than July 21, 2023 @ 5pm via email to rfp@chinatowncdc.org. Include “RFP Response - 615 Grant Tenant Improvement” in the subject line. Late submissions may not be considered.

**Selection Process:** After the submission deadline, our team will evaluate the proposals based on factors including:
- Cost proposal
- Relevant project experience
- Qualifications of key personnel
- Overall experience and qualifications of the company
- References
- We may also schedule interviews or request additional information during the selection process

**Selection Timeline:**
- RFQ Issued: June 26, 2023
- Optional walkthrough: July 7, 2023
- Deadline for Proposals: July 21, 2023 @ 5pm
- Short List Announced/Interviews: July 24 - July 28, 2023
- Final Selection Announced: July 31, 2023

**PLEASE NOTE:** This request for contractor proposals does not commit CCDC to enter into a contract for the project. Furthermore, Owner reserves the right to postpone this project for convenience, to withdraw this request for proposals at any time, to reject any and all incomplete or irregular submissions, to waive irregularities in the selection process, and to negotiate with any or none of the applicants

If you have any questions or require further clarification, please do not hesitate to contact Sheng Shi at rfp@chinatowncdc.org.

Thank you for your understanding and cooperation.

Sincerely,

Sheng Shi
Project Manager, Chinatown Community Development Center
Exhibit A:

Schematic Plans
by
Gelfand Partners Architects
June 23, 2023 (See attachment)
Exhibit B:

THIS EXHIBIT is part of the AIA Document A105 (the “Agreement”) established between CHINATOWN COMMUNITY DEVELOPMENT CENTER (the “Owner”) and _____________________ (the “Contractor”), governing the 615 Grant PROJECT (the “Project”) and is fully a part of the Agreement, and is hereby incorporated into the Agreement as if attached to the Agreement or repeated therein.

I. Contractor’s Insurance and Related Requirements

Prior to the commencement of Work, Contractor shall, at its own expense, procure and maintain in effect at all times during the performance of the Work under the Agreement not less than the following coverage and limits of insurance, which shall be maintained under forms of policies and from companies satisfactory to Owner. The insurance company must have a financial rating of at least A- VII as defined by A.M. Best Company unless otherwise specifically agreed in writing by Owner. The State Compensation Insurance Fund (SCIF) will be acceptable for Workers Compensation. Copies of policies shall be provided when requested.

A. Workers’ Compensation insurance shall be provided as required by any applicable law or regulation, and; Employers Liability insurance shall be provided in amounts not less than: $1,000,000 Each Accident, for bodily injury by accident; $1,000,000 Policy Limit, for bodily injury by disease; and $1,000,000 Each Employee, for bodily injury by disease.

B. Commercial General Liability insurance applicable to Contractor’s operations as provided under the Insurance Services Office form CG 00 01 or equivalent, without restriction for explosion, collapse and underground property. Policy shall provide contractual liability coverage, include employees as insureds; and protect against personal and advertising injury liability and provide products-completed operations coverage. Policy may not contain any restriction for Work performed on multifamily apartment buildings, occupied rehabilitation projects, rehabilitation Work on existing buildings, and/or Work performed within or on buildings where there is occupancy during the Work. Policy may not contain any restriction for subsidence or earth movement. Minimum required limits as follows: $6,000,000 per occurrence-bodily injury and property damage; $6,000,000 per occurrence-personal and advertising injury liability; $7,000,000 general aggregate; $7,000,000 products and completed operations aggregate. Contractor may satisfy the required limits through the use of a primary commercial general liability policy or in combination with an umbrella/excess liability policy.

C. Automobile Liability Insurance: Contractor shall carry Commercial Automobile Liability insurance, including coverage for all owned, hired and non-owned automobiles, trucks, trailers and semi-trailers, including but not limited to machinery or apparatus attached thereto. If Contractor hauls hazardous waste, they must include form MCS 90 or CA 9948 or equivalent form, within the policy. The limits of liability shall be not less than $6,000,000 combined single limit each accident for bodily injury and property damage. This limit may be satisfied through the use of a primary Automobile policy or in combination with an umbrella/excess Liability policy.

D. Contractor’s Pollution Liability. Contractor shall maintain Contractor’s Pollution Liability insurance covering claims for bodily injury, property damage, clean-up costs and legal defense costs resulting from the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, mold, fungus, spores, or other microbial matter in connection with Contractor’s operations or the operations of any party for whom Contractor is legally liable. Coverage shall include blanket non-owned disposal sites, and coverage for pollution incidents related to transported cargo. Coverage shall provide at least the following: (1) if claims-made form, retroactive date must predate the start date of any Work performed on the Project Site; (2) minimum limits of $2,000,000 per claim and $4,000,000 annual aggregate; (3) maximum deductible or self-insured retention of $100,000 per claim; (4) name the Owner and Additional
Insureds as additional insureds for ongoing and completed operations; (5) provide coverage for claims arising out of completed operations, with coverage maintained continuously for the statutory period applying to claims arising out of the Work, naming Additional Insureds as additional insureds continuously throughout such period.

E. Contractor is responsible to insure all of its property, tools and equipment, including but not limited to: tools, machinery, equipment, trailers, sheds, mobile construction equipment, cranes, scaffolding, temporary structures, spare parts and accessories thereof, all whether borrowed, owned, loaned, hired or leased.

F. Contractor’s Professional Liability Insurance. Contractor shall maintain Professional Liability insurance (Errors & Omissions) covering the Contractor’s scope of Work for the Project, maintaining such policy for the duration of the Work and the full statute of repose following completion of the Project, without lapse. Policy shall provide protection for claims made against Contractor for any self-performed Work, as well as Work or services provided by third-parties hired by the Contractor, including but not limited to engineers, architects, design-build Subcontractors, and other vendors. Policy must include the following: (1) retroactive date must predate any design and/or design-build services performed; (2) minimum limits not less than $2,000,000 per claim and $4,000,000 annual aggregate; (3) maximum deductible or self-insured retention amount of One Hundred Thousand Dollars ($100,000) per claim.

G. Additional Insured. The Owner, Chinatown Community Development Center, shall be named as additional insureds pursuant to endorsements in the form of CA 20 48 10 13 or equivalent policy provisions as respects commercial automobile liability, and the combination of ISO Forms CG 20 10 04 13 and CG 20 37 04 13 or equivalent policy provisions as respects commercial general liability and umbrella/excess liability, and comparable equivalent additional insured endorsement forms under the contractor’s pollution liability naming the Additional Insureds as additional insureds for ongoing and completed operations. Contractor shall maintain completed operations coverage on commercial general liability, umbrella/excess liability, and contractor’s pollution liability policies required of them in this Exhibit continuously throughout the term of the Project and the statute of repose for claims arising out of the Work, naming the Additional Insureds as additional insureds for completed operations continuously throughout such period. The additional insured coverage shall not include any special limitations on the scope of protection afforded to the Additional Insureds.

H. Primary & Non-Contributory. All policies maintained by Contractor shall be endorsed to state the coverage shall be primary and any coverage maintained by any of the Additional Insureds shall be considered excess and not contributing.

I. Waiver of Subrogation. All policies (except Professional Liability, if applicable) maintained by Contractor shall be endorsed to provide a waiver of subrogation endorsement in favor of the Additional Insureds.

J. Contractor shall provide written notice to Owner no less than thirty (30) calendar days prior to any cancellation (except 10 days for non-payment) or material changes in coverage required of them.

K. The entire amount of any Deductible and/or Self-Insured Retention under any policy required of or carried by Contractor shall be the responsibility of and paid by Contractor.

L. Contractor’s Responsibility: The coverage required of Contractor as well as any other coverage that Contractor may consider necessary are the Contractor’s sole responsibility and any deficiency in coverage or policy limits of the Contractor will be the sole responsibility of the Contractor.

M. Certificates of Insurance: Certificates of Insurance and copies of applicable endorsements evidencing Contractor’s compliance with the requirements of this Exhibit shall be furnished by Contractor to Owner before any Work is commenced by Contractor at the Project site.
N. Conditions of Understanding: The amount and types of insurance coverage required herein should not be constructed to be a limitation of the liability on the part of the Contractor. Any type of insurance or any increase of limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility of liability under the Agreement.

O. Notwithstanding anything to the contrary herein, the Contractor shall be liable to the Owner for all costs incurred as a result of a default by a Subcontractor, whether or not such costs are covered by an insurance policy.

II. Subcontractor Insurance and Related Requirements

Prior to the commencement of Work, Contractor shall ensure that Subcontractors, at their own expense, procure and maintain in effect at all times during the performance of the Work under the Agreement not less than the following coverage and limits of insurance, which shall be maintained under forms of policies and from companies satisfactory to Owner. The insurance company must have a financial rating of at least A-VII as defined by A.M. Best Company unless otherwise specifically agreed in writing by Owner. The State Compensation Insurance Fund (SCIF) will be acceptable for Workers Compensation. Copies of policies shall be provided to Owner when requested.

A. Workers’ Compensation insurance shall be provided as required by any applicable law or regulation, and; Employers Liability insurance shall be provided in amounts not less than: $1,000,000 Each Accident, for bodily injury by accident; $1,000,000 Policy Limit, for bodily injury by disease; and $1,000,000 Each Employee, for bodily injury by disease.

B. Commercial General Liability insurance applicable to Subcontractors’ operations as provided under the Insurance Services Office form CG 00 01 or equivalent, without restriction for explosion, collapse and underground property. Policy shall provide contractual liability coverage, include employees as insureds; and protect against personal and advertising injury liability and provide products-completed operations coverage. Policy may not contain any restriction for work performed on multifamily apartment buildings, occupied rehabilitation projects, rehabilitation Work on existing buildings, and/or Work performed within or on buildings where there is occupancy during the Work. Policy may not contain any restriction for subsidence or earth movement. Minimum required policy limits as follows: $1,000,000 per occurrence-bodily injury and property damage; $1,000,000 per occurrence-personal and advertising injury liability; $2,000,000 general aggregate; $2,000,000 products and completed operations aggregate.

C. Commercial Automobile Liability insurance, including coverage for all owned, hired and non-owned automobiles, trucks, trailers and semi-trailers, including but not limited to machinery or apparatus attached thereto. If Subcontractor hauls hazardous waste, they must include form MCS 90 or CA 9948 or equivalent form within the policy. The limits of liability shall be not less than $1,000,000 combined single limit each accident for bodily injury and property damage.

D. Subcontractors are responsible to insure all of their property, tools and equipment, including but not limited to: tools, machinery, equipment, trailers, sheds, mobile construction equipment, cranes, scaffolding, temporary structures, spare parts and accessories thereof, all whether borrowed, owned, loaned, hired or leased.

E. Professional Liability Insurance. Subcontractors performing any design-build Work shall secure and maintain Professional Liability insurance (Errors & Omissions) covering the full scope of all design-build Work for the Project, maintaining such policy for the duration of the Work and the full statute of repose following completion of the Project, without lapse. Policy must include the following: (1) retroactive date must predate any design and/or design-build services performed; (2) minimum limits not less than $1,000,000 per claim and $2,000,000 annual aggregate; (3) maximum deductible or self-insured retention amount of One Hundred Thousand Dollars ($100,000) per claim; (4) In the event a
design-build Subcontractor does not carry Professional Liability Insurance as set forth herein, Contractor shall inform Owner in writing that the design-build Subcontractor does not carry Professional Liability Insurance and Owner shall have the right to approve and/or reject the design-build Subcontractor doing the Work; and (5) Subcontractors are required to provide notice to the Contractor and Owner if their Professional Liability limits are impaired by payments or reserves for claims or expenses in excess of 50% of the policy limit, regardless of whether such payments or reserves are related to work performed for the Project.

F. Contractor’s Pollution Liability. If Subcontractor’s scope of Work involves hazardous materials, Subcontractor shall maintain Contractor’s Pollution Liability insurance covering claims for bodily injury, property damage, clean-up costs and legal defense costs resulting from the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, mold, fungus, spores, or other microbial matter in connection with their operations or the operations of any party for whom Subcontractor is legally liable. Coverage shall include blanket non-owned disposal sites, and coverage for pollution incidents related to transported cargo. Coverage shall provide at least the following: (1) if claims-made form, retroactive date must predate the start date of any Work performed on the Project Site; (2) minimum limits of $1,000,000 per claim and $2,000,000 annual aggregate; (3) maximum deductible or self-insured retention of $100,000 per claim; (4) name the Owner and Additional Insureds as additional insureds for ongoing and completed operations; (5) provide coverage for claims arising out of completed operations, with coverage maintained continuously for the statutory period applying to claims arising out of the Work, naming Additional Insureds as additional insureds continuously throughout such period.

G. Additional Insured. The Owner, Chinatown Community Development Center, San Francisco Housing Accelerator Fund, Mayor’s Office of Housing and Community Development, City and County of San Francisco, and each of their respective lenders, investors, members, partners, officers, directors, employees, agents and assigns (collectively, the “Additional Insureds”) and Contractor shall be named as additional insureds pursuant to endorsements in the form of CA 20 48 10 13 or equivalent policy provisions as respects commercial automobile liability, and the combination of ISO Forms CG 20 10 04 13 and CG 20 37 04 13 or equivalent policy provisions as respects commercial general liability, umbrella/excess liability (if maintained); and an additional insured endorsement form under the contractor’s pollution liability (if required to be maintained per requirements) providing for ongoing and completed operations. Subcontractor shall maintain completed operations coverage on commercial general liability, umbrella/excess liability, and contractor’s pollution liability policies required of them in this Exhibit continuously throughout the term of the Project and the statute of repose for claims arising out of the Work, naming the Additional Insureds and Contractor as additional insureds for completed operations continuously throughout such period. The additional insured coverage shall not include any special limitations on the scope of protection afforded to the Additional Insureds or Contractor.

H. Primary & Non-Contributory. All policies maintained by Subcontractors shall be endorsed to state the coverage shall be primary and any coverage maintained by any of the Additional Insureds and/or Contractor shall be considered excess and not contributing.

I. Waiver of Subrogation. All policies (except Professional Liability) maintained by Subcontractors shall be endorsed to provide a waiver of subrogation endorsement in favor of the Additional Insureds and Contractor.

J. Subcontractors shall provide written notice to Owner and Contractor no less than thirty (30) calendar days prior to any cancellation (except 10 days for non-payment) or material changes in coverage required of them.

K. Entire amount of any Deductible and/or Self-Insured Retention under any policy required of or carried by Subcontractors shall be their sole responsibility.

L. Acceptance of Insurance: The required insurance shall in no way limit or relieve Contractor or Subcontractor of their duties and responsibilities under the Agreement.
M. In the event any Subcontractor cannot maintain insurance in like forms and amounts, Contractor shall notify Owner, in writing of the same, and advise Owner of the form and amount of insurance maintained by subcontractor. Contractor must obtain Owner’s written approval of any Subcontractor who cannot comply with the insurance requirements set forth herein.

N. If Subcontractor will use any subordinate/ lower tier subcontractor(s) to provide services, Subcontractor shall require the subordinate/ lower tier subcontractor(s) to provide the exact insurance coverage, limits, and all other conditions (including all endorsements) as is required of Subcontractor in this Exhibit, pursuant to a written agreement between Subcontractor and each subordinate/ lower tier subcontractor.

O. Certificates of Insurance: Certificates of Insurance and copies of applicable endorsements evidencing Subcontractor’s compliance with the requirements of this Exhibit shall be furnished to Contractor before any Work is commenced by Subcontractor at the Project Site. Contractor shall provide copies of certificates of insurance and applicable endorsements to Owner upon request.

P. If requested by Owner, a certified copy of the actual policy(s) with appropriate endorsement(s) and other documents shall be provided. At Owner’s request, Contractor shall remove from the Project Site any Subcontractor or Subordinate Subcontractor which does not provide evidence of the required insurance. Any cost of resulting delay will be to the account of the Subcontractor. In the event of failure of any Subcontractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Owner or Contractor shall have the right to take out and maintain same coverage for all parties on behalf of the Subcontractor who also agrees to furnish all necessary information thereof and to pay the cost thereof to Owner immediately upon presentation of a premium invoice.

III. Builder’s Risk Insurance:

The Owner shall pay for, and shall maintain at all times during the performance of the Work, Property Insurance as follows:

A. Property Insurance with coverage at least as broad as that provided by the Insurance Services Office Forms CP 00 20 “Builders Risk Form” or CP 10 30 “Causes of Loss-Special Form,” or equivalent form, providing for the risks of direct physical loss or damage to cover all Work incorporated in the Project, all materials and equipment intended for permanent use in the Project or incidental to the construction thereof and included in the total cost of the Project, but not including tools, machinery, equipment, trailers, and sheds belonging to the Contractor, Subcontractors, or Subordinate Subcontractors. At Owner's option, coverage will extend to damage caused by earthquake, other earth movement and flood. Should the Owner provided insurance not cover the total value of an earthquake or flood, the Owner shall either waive its right to require that Contractor repair or restore Work damaged or destroyed by such earthquake or other earth movement or flood or increase the Guaranteed Maximum Price by the Cost of the Work of such repair or restoration. Property/Builder’s Risk Insurance carried by Owner shall meet the following criteria:

i. Coverage shall be for 100% of the insurable value of the Project, and shall include coverage for materials and supplies stored On-Site, Off-Site ($100,000 sublimit) and in transit ($100,000 sublimit);

ii. Coverage shall be written in the name of the Owner as First Named Insured;

iii. Policy(ies) will remain in force until substantial completion of the Project;

iv. Partial occupancy or use shall not commence until the insurance company or companies providing Property/Builder’s Risk insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
B. The Owner and Contractor waive all rights against each other and the Subcontractors, Subordinate Subcontractors and employees each of the other for damages caused by fire or other perils to the extent covered by Property and/or Builder's Risk Insurance obtained pursuant to this Insurance Exhibit. The Contractor shall require of Subcontractors and Subordinate Subcontractors by appropriate written agreements, similar waivers each in favor of all other parties enumerated in this subparagraph.

C. All benefits, such as return premiums, premium refunds, dividends due or to become due to the Owner in connection with the insurance provided by the Owner, shall accrue to the benefit of the Owner.

D. A loss insured under the Property/Builder’s Risk shall be adjusted by the Owner, subject to the requirements of any applicable mortgagees and/or lenders. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in a similar manner.

E. Contractor & Subcontractor Loss Sharing under Builder’s Risk: The Builder’s Risk policy includes a Deductible (“Builder’s Risk Deductible”) at policy inception of One Hundred Thousand Dollars ($100,000) per occurrence for all claims, except; Two Hundred Fifty Thousand Dollars ($250,000) per occurrence as respects water damage and Thirty (30) Days as respects delay in completion and loss of rents. The policy does not contain an aggregate with regard to Builder’s Risk Deductible. In the event a claim which is covered by the Builder’s Risk policy incurs a cost which is charged to the Builder’s Risk Deductible, Contractor and Subcontractors are obligated to contribute toward the Deductible in the manner set forth herein:

i. It is hereby agreed that Contractor’s contribution towards the Builder’s Risk Deductible is Fifty Thousand Dollars ($50,000) per occurrence, for each claim or occurrence under the Builder’s Risk;

ii. Contractor may allocate a share of the Builder’s Risk Deductible for each claim occurring under the Builder’s Risk policy involving Subcontractor’s work. Contractor shall have the sole discretion in determining whether the Subcontractor’s work is involved in the claim, and whether they must contribute towards the Builder’s Risk Deductible;

iii. Contractor will not allocate to Subcontractors collectively an amount which exceeds the total Deductible applied by the Builder’s Risk Insurer(s) to any claim. Subcontractors will pay their allocated share of the Builder’s Risk Deductible to the Contractor immediately upon Contractor’s request;

iv. Contractor will pay their allocated share of the Builder’s Risk Deductible, as well as the shares collected from Subcontractors, to the Owner within thirty (30) days of Owner’s request;

v. This allocation of the Builder’s Risk Deductible is not an indemnity claim and shall remain uninsured by all parties. It is a contractual allocation of the mutual obligations of the insureds under the Policy.

IV. Additional Requirements of Contractor & Subcontractors:

A. Aircraft, Watercraft & Drones. Should watercraft or aircraft (including unmanned aircraft and drones) of any kind be used by Contractor or any Subcontractor, or anyone working on or for their behalf, Contractor shall maintain, or cause the operator of the watercraft or aircraft to maintain, watercraft/aircraft liability insurance, including bodily injury, property damage and passenger liability, as respects any watercraft or aircraft owned, used, operated or hired in connection with the Work. Minimum limits required shall be One Million Dollars ($1,000,000) combined single limit for bodily injury and property damage each occurrence, each watercraft or aircraft, naming the Additional Insureds as additional insureds. The operator of the unmanned aircraft and/or drones must be properly certified and registered with the Federal Aviation Administration (“FAA”) and follow all applicable FAA rules and regulations.
B. Contractor and Subcontractor workers compensation policies shall comply with the Jones Act, and the Longshore & Harbor Workers’ Compensation Act, as required, if the Work involves hazards arising from Work on or near navigable waterways, including vessels and docks.

C. Work Near a Rail. If Contractor’s operations involve any Work within fifty (50) feet of any railroad property, they must provide the following additional coverage endorsements to their policies:

i. Workers Compensation: Policy must provide an Alternate Employer endorsement on ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing the applicable Rail in the schedule as the Alternate Employer.

ii. Commercial General Liability: Policy must provide (1) contractual liability railroads coverage on ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing the applicable Rail property as the Designated Job Site and the applicable Rail as the Scheduled Railroad; Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the Project on the form schedule, and; (3) Additional Insured Endorsement naming the applicable Rail, on ISO Additional Insured Endorsement CG 20 26 (or substitute forms providing equivalent coverage).

iii. Commercial Automobile Liability: Policy must provide (1) Coverage For Certain Operations In Connection With Railroads, on ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing the applicable Rail property as the Designated Job Site and the applicable Rail as the Scheduled Railroad; (2) Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law; (3) Name the applicable Rail as Additional Insured on Form CA 20 48 (or a substitute form providing equivalent coverage).

D. It is agreed that nothing in this Exhibit or in the Agreement shall create or give to third parties any claim or right of action against the Owner, its respective members, partners, affiliates, lenders, investors, Architect, Contractor or Subcontractors of any tier beyond such as may legally exist irrespective of such Exhibit or Contract. The insurance provisions set forth herein shall in no way affect the liability of the Contractor and/or Subcontractors as may be stated elsewhere in the Agreement.

E. No Other Owner-Provided Insurance. Owner assumes no obligations to provide insurance other than that evidenced by the policies referred to in this Exhibit. Owner, however, reserves the right to furnish insurance coverage of various types and limits provided that such coverage shall not be less than that specified above and provided that the costs of such insurance shall be borne by Owner.