



**CAHILL - NIBBI JOINT VENTURE**  
HUNTERS VIEW  
NIBBI BROTHERS  
180 Hubbell Street  
SAN FRANCISCO 94107  
PH: 415-863-1820 FAX: 415-241-2951

STATE CONTRACTORS  
LICENSE NO. 937686 B

## **REQUEST FOR BID – INFRASTRUCTURE**

**June 22, 2010**

**CAHILL / NIBBI JV IS REQUESTING BIDS ON THE ABOVE PROJECT AS FOLLOWS:**

INFRASTRUCTURE Bids are due: **Monday, July 26, 2010, at 2 pm.**

Address, email & fax to **deliver bids to:**

**Nibbi Brothers Attn: Peter Rau**  
180 Hubbell Street, San Francisco, CA 94107  
Phone: (415) 863-1820 Fax: (415) 241-2951  
Email: [peterr@nibbi.com](mailto:peterr@nibbi.com)

**THIS IS A CAHILL / NIBBI JV JOB.** Project is located in Hunters View (Middle Point Rd. & West Point Rd.), San Francisco and divided into 3 main phases. Within Phase 1 we are requesting bids for site demolition, grading and complete new infrastructure. Building demolition and abatement for Phase 1 has been bid and this work has been completed with the Infrastructure work to follow. The Infrastructure work is to include: surveying, erosion control, mitigation measures, site demolition, excavation, grading, paving, signage & striping, sewer & storm drain, piers, concrete, rebar, storm water detention vault, manholes, gas mains, water mains, fire hydrants, joint trenches, street lighting, retaining walls, sidewalks, curbs & gutters, curb ramps, metal handrails & guardrails, landscape & irrigation, a new park area, and security guard services during infrastructure work.

### **BELOW PLEASE FIND THE GENERAL BID REQUIREMENTS:**

1. **Non-mandatory pre-bid meeting and job walk is scheduled for Friday, July 9, 2010 at 10:00 a.m.** Meeting will be held on site at West Point Road, Hunters View, San Francisco within the fenced construction site.
2. Please include certification of **SFRA SBE** status with your bid proposal. If you are using any SFRA SBE subcontractors or suppliers, indicate who they are and their dollar amounts.
3. Subcontracts will be awarded on the standard Cahill / Nibbi JV Subcontract Agreement form with exhibits. See attached sample subcontract.
4. Retention will be 10%
5. Maximum allowable mark-up for overhead and profit on Change Orders will be 15%.
6. All subcontractors will be required to participate in coordination meetings.



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7. Subcontractor's primary liability insurance must not exclude residential construction.
8. Certificate of Insurance will be required. Minimum insurance limits required are:

Type	Minimum Insurance Limits
0 – \$100,000	\$1,000,000 Insurance
\$101,000 – \$1,000,000	\$2,000,000 Insurance
\$1,001,000 – \$2,500,000	\$3,000,000 Insurance
Over \$2,501,000	\$5,000,000 Insurance

Subcontractors will be required to include the following as additional insured: Cahill / Nibbi JV, Hunters View Associates LP, John Stewart Co., Mayor's Office of Housing (MOH), San Francisco Redevelopment Agency (SFRA), San Francisco Housing Authority (SFHA), APC International (owner's construction rep), WRT / Solomon Architects and Paulett Taggart Architects.

9. The Owner of the project has committed to meeting the **San Francisco Redevelopment Agency (SFRA)** non discrimination and equal opportunity hiring & workforce participation goals. These equal opportunity program documents are part of the specs & are available at our office for review. These documents will be included as Contract documents in all subcontracts. In general, the project goals can be summarized as follows:

- A) Small Business Enterprises: This project is subject to a 50% SBE participation goal. SBE status will be considered in the award of this work. To claim SBE status, a business must be registered with the SFRA on or before the bid date. Provide your SFRA Certification letter with your bid. List the involvement of any SBE Suppliers or Sub-subcontractors that may be included in your bid.
- B) Construction Workforce Policy: See the contract compliance requirements for the work force goals for the San Francisco Redevelopment Agency. Eligible employees & their work hours may be counted toward meeting more than one of these programmatic goals.
- C) Prevailing Wage Provisions: This project is subject to Federal & State prevailing wage requirements. Subcontractors must pay all trades in their employ the higher of the State or Federal prevailing wage determination. If you do not understand which wage to include in your pricing, please contact Cahill / Nibbi JV.

In addition to the above, the following will be required of all Subcontractors on the project:

- A) Submit two (2) sets of certified payrolls each week, via Elation Systems, Inc.
- B) Selected Subcontractors shall be required to attend a preconstruction meeting with Cahill / Nibbi JV & the SFRA. This preconstruction meeting must be attended prior to a Subcontractor commencing work on site.

10. Subcontractors are responsible for furnishing their own flagmen & traffic control, as required for their



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work.

11. The General Contractor will NOT furnish debris boxes. Subcontractors are responsible for their own clean up and for hauling/disposing their own debris. Should a subcontractor fail to cleanup after themselves on a daily basis, Cahill / Nibbi JV reserves the right to perform the cleanup & back charge the subcontractor. Subcontractors are required to follow any recycling guidelines of the project.
12. **Schedule:** See Schedule dated June 21, 2010.
  - A) The Phase 1 INFRASTRUCTURE work is expected to commence in the Summer 2010.
  - B) The schedule duration for INFRASTRUCTURE is approximately 10 months. Except for finish landscape.
  - C) Please utilize this milestone schedule for bidding purposes. This schedule or a similar schedule will be included in all subcontracts. This schedule is to be performed with diligence and good faith. The Contractor does not warrant or promise that this schedule will be met.
  - D) Critical trades will be required to work in more than one area at any given time to maintain schedule and job progress. The General Contractor shall determine which trades are critical.
13. All Subcontracts shall include all Contract Documents as listed in the attached Contract Document List – **Exhibit A**, dated June 15, 2010.
14. All subcontracts shall include the attached Environmental, Health and Safety (EHS) Requirements – **Exhibit B**, dated June 15, 2010.
15. For overtime authorized by Cahill / Nibbi JV, Cahill / Nibbi JV will pay the actual premium costs only. No additional overhead & profit will be allowed on overtime premium costs. Subcontractors should include the straight time & premium time rates for all trades in their employ. Cahill / Nibbi JV's Superintendent is authorized to order premium time work to expedite the schedule. The premium time so ordered will not be "extra work" but will be directed only to expedite completion of the work contracted for. Cahill / Nibbi JV's Superintendent will authorize the work & must sign daily - acknowledgment of hours worked. Cahill / Nibbi will pay the actual cost of premium time for the work so directed. Additional mark up of premium time, labor based equipment charges, etc., will not be paid.
16. No parking or delivery trucks are allowed in front of the adjacent properties.
17. Subcontractors are responsible for their own parking costs. Parking will not be allowed on project site.
18. A complete set of plans & specifications are available in Cahill's main office & also at:
  - a) San Francisco Builder's Exchange Room at 850 So. Van Ness, San Francisco, CA 94110. P (415) 282-8220.
  - b) Dodge Scan.
  - c) Cahill Yard at 1599 Custer Street, San Francisco (Just off of Highway 280 near Army Street & has



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plenty of free parking. Open from 7am – 3:30pm / Monday – Friday).

- d) The Alameda County Builders Exchange at 3055 Alvarado, San Leandro, CA 94577. P (510) 483-8880.
  - e) Cahill's FTP Site (directions to access ftp site listed below in this bid letter).
  - f) Nibbi's FTP Site (directions to access ftp site listed below in this bid letter).
  - g) Ford Graphics Planwell website.
  - h) Nibbi's office at 180 Hubbell Street, San Francisco, CA 94107.
  - i) Asian Inc. at 1167 Mission Street, 4th Floor, San Francisco, CA 94103. P (415) 928-5910.
  - j) BVHP Builders Exchange at 3450 Third Street, suite 4-A, San Francisco, CA 94124. P (415) 824-9791.
  - k) Hispanic Contractor's Association (within A. Ruiz Construction Co. & Associates Office) at 1601 Cortland Avenue, San Francisco, CA 94110. P (415) 647-4010.
  - l) Women Construction Owners & Executives (WCOE) c/o NCCI at Pier 26, The Embarcadero, San Francisco, CA 94105. P (415) 974-0947.
  - m) McGraw Hill Construction at 11875 Dublin blvd., suite A118, Dublin, CA 94568. P (925) 833-9751.
  - n) Business Development Inc. (BDI) at 1485 Bayshore Blvd., suite 330, San Francisco, CA 94124. P (415) 671-2150.
  - o) Marin Builders Association at 660 Gallinas Avenue, San Rafael, CA 94903. P (415) 462-1220.
19. See attached Exhibits A, B & C that will be incorporated into all subcontracts.
20. A \$3500.00 / day Liquidated Damages clause will be included in all subcontracts.
21. All labor is to be prevailing wage. Subcontractors are advised that Cahill / Nibbi JV is a union contractor signatory to the Carpenters, Laborers & Operating Engineers unions and we require that all Subcontractors utilizing these crafts or falling under the jurisdiction of these unions also be signatory to the applicable unions. See the requirements of Exhibit C – Labor Relations Clause. Bidders do not have to be signatory to the unions at the time of bid. Successful bidders will have to be signatory to the union for trades utilizing Carpenters, Laborers and Operating Engineers prior to starting the work. This could be satisfied with a one time project agreement with the applicable union(s).
22. The Owner will provide the building permits. Subcontractors are required to provide and pay for any other permits and/or fees necessary for the completion of their work **such as OSHA permits, BAAQMD, encroachment permits, street space .....**
23. The following paragraph will be added to all subcontracts as a standard requirement:  
*"Subcontractor shall indemnify Contractor from and against any liability, damages, losses and expenses incurred by reason of claims by third parties, including Owner, arising out of or related to the presence or existence of toxic or non-toxic mold, at, upon or in the Project Site, to the extent caused by Subcontractor."*
24. Upon project award, Cahill / Nibbi JV will not provide additional plans or specs to subcontractors unless prior arrangements have been made in writing. Subcontractors & suppliers are responsible for obtaining



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all necessary construction documents at their cost.

25. Subcontractors are required to submit any deviation (IB, Addendum, RFI, Bulletin, etc.) pricing within ten (10) working days of receipt of the change in construction documents. Any pricing submitted after (10) working days will not be accepted and costs associated with implementing the change in work will be borne by the subcontractor.
26. Subcontractor shall furnish shop drawings, free of charge, for approval & use by the General Contractor. The number of drawings required shall be reasonably determined by the General Contractor. Shop drawings to be provided in hardcopy & in electronic format. Subcontractor is to verify all reference measurements or other dimensions designated to be field measured before ordering materials or proceeding with the work.
27. Subcontractor has closely inspected existing job site conditions that affect their work, and has included in his contract price all work, adjustments, or revisions necessary to provide a complete job as shown or called for in the Contract Documents. Change Orders will not be allowed for conditions that were clearly apparent at bid time. Work for this contract is expected to start in **September 1, 2010** and should be priced accordingly. Bidders are assumed to be knowledgeable of this type of work and shall include all normal requirements to produce a complete project ready for its intended use as described by these documents.
- The Contract Documents are presented as complete and with the intention to provide a complete project. Any errors, discrepancies or omissions shall be brought to General Contractor's attention prior to bid. Any bid qualifications must be related to a document conflict and/or omission and must be specifically spelled out in Bid Proposal.
- It is the intent of General Contractor to provide a complete and operational systems. We will not accept change orders for requirement conflicts in/or between the plans and/or specifications, manufactures installation requirements, or applicable codes. All subcontractors and suppliers are required to call our attention to potential conflicts or items included in the specifications that are not intended to be provided. Bids received with no qualifications/exclusions will be assumed to be in strict accordance with both the plans and specifications. Bidders are required to list all specification sections included in the applicable bid proposal. Bids will be assumed to include the entire specification sections referenced unless there are corresponding exclusions. Bidders are required to make a site tour and become familiar with the site and existing conditions prior to bidding.
28. The Subcontractor agrees to defend, indemnify and hold Cahill / Nibbi JV harmless from or against any claim, damage, liability or expense, including reasonable attorney's fees, the Owner, Subcontractor or Cahill / Nibbi JV may sustain arising out of, or during, or as a result of the Subcontractor's use of any scaffolding, regardless of who has rented or erected this scaffolding, notwithstanding the fact that the claim, loss, damage, liability or expense may arise wholly or in part out of the negligence of Cahill / Nibbi JV, its officers, or employees. The Subcontractor agrees to indemnify Cahill / Nibbi JV as listed above, regardless of the fact that the Subcontractor's personnel or material men may have utilized any scaffolding with or without Cahill / Nibbi JV's permission.

29. If a subcontractor removes or modifies temporary barricades or railings installed by others, then it is the



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subcontractor's responsibility to reinstall the barricades or railings in such a manner as to maintain a safe working area. If additional barricades/railings are required by a subcontractor's work, they shall be that subcontractor's responsibility to furnish & install.

30. Temporary potable water shall be furnished at a single location (the construction trailer). Locations shall be determined by the General Contractor. Subcontractors are responsible for furnishing their own temporary electrical distribution & power, task lighting, temporary water and ventilation as necessary beyond that provided by the General Contractor.
31. Bids are to be firm prices for the duration of the project. Escalation will not be allowed. This applies to all tiers of subcontractors and suppliers.
32. Bidders must note any and all exceptions that are being taken to the plans and specs, particularly an exclusion which would be assumed as being included as part of the bidder's trade.
33. Subcontractors shall have a valid business license in the City and County of San Francisco.
34. To access bid documents on Cahill's FTP site:
  - a. Using Windows Explorer, Go to <http://www.fordgraphics.com>
  - b. Click on Northern California.
  - c. Select "Connect to FTP" (3<sup>rd</sup> option on the left-hand column).
  - d. For Username type: *cahill*
  - e. For Password type: *8136*
  - f. For FTP server select/type: *Mission Street*
  - g. Click on Submit
  - h. Click on the "Page" tab on the upper toolbar and select the "Open FTP Site in Windows Explorer" option at the bottom of the drop-down menu.
  - i. Select Project from list: *Hunters View Infrastructure Bid*
  - j. If you have any questions, feel free to call Cahill Contractor's (Richard Faigle) at 415.986.0600
35. To access bid documents on Nibbi's FTP site:
  - a. Go to <ftp://cad:nibbi1@files.nibbi.com>
  - b. The username is: cad
  - c. The password is: nibbi1
36. Please contact Richard Faigle with Cahill at (415) 986-0600 / [rfaigle@cahill-sf.com](mailto:rfaigle@cahill-sf.com) or Peter Rau with Nibbi at (415) 863-1820 / [peterr@nibbi.com](mailto:peterr@nibbi.com), with any questions.



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**EXHIBIT A**  
**CONTRACT DOCUMENT LIST**  
**June 22, 2010**

1. Project Manual, dated **June xx, 2010**, prepared by.
2. Infrastructure / Civil Drawings dated **11/12/09** prepared by Carlile - Macy: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, and 67.
3. Infrastructure / Landscape Drawings dated **11/12/09**, prepared by GLS Landscape Architects: L1.0, L1.1, L1.2, L1.3, L1.4, L1.5, L2.1, L2.2, L2.3, L3.1, L3.2, L3.3, L3.4, L3.5, and L4.1.
4. Soils Report, "Hunters View – Phase 1, Geotechnical Exploration," ENGEO, Inc, dated: September 11, 2008.
5. Hunters View Dust Control Plan dated January 11, 2010 prepared by Engeo, Inc.
6. Hunters View Naturally Occurring Asbestos Dust Mitigation Plan dated February 17, 2010 prepared by Engeo Inc.
7. Hunters View Infrastructure Schedule dated June xx, 2010 prepared by Nibbi
8. Hunters View Infrastructure Trucking Route Plan dated June xx, 2010 prepared by Nibbi
9. Hunters View Infrastructure Bid Package dated June xx, 2010 prepared by Nibbi



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**EXHIBIT B**  
**ENVIRONMENTAL, HEALTH & SAFETY (EHS)**  
**REQUIREMENTS - REVISED**

**June 22, 2010**

**1. General**

a) Subcontractor agrees to comply with:

- i) All applicable Environmental, Health & Safety (EHS) rules, regulations, policies, procedures and guidelines when performing work in facility or site. EHS Laws in the United States of America (US) include, but are not limited to: The Occupational Safety and Health Act (OSHA); Title 8, California Code of Regulations (CAL-OSHA); the Resource Conservation and Recovery Act (RCRA); the Uniform Fire Code (UFC) and Uniform Building Code (UBC) as adopted by the local jurisdiction; and, the Hazardous Materials and Transportation Act (HMTA).
- ii) Contractor's Injury and Illness Prevention Program (Safety Program) or Subcontractor's Injury and Illness Prevent Program (Safety Program), whichever is more stringent. Refer to California Code of Regulations, Title 8, Section 1509.

2. Subcontractor agrees to submit to Contractor's Project Manager copies of all appropriate safety related documents to include but not limited to Subcontractor Injury and Illness Prevention Program (Safety Program), safety meetings minutes, accident investigation reports, Material Safety Data Sheets (MSDS), and workers compensation insurance claims. Subcontractor will notify Contractor within thirty (30) minutes of any accident(s) requiring medical care, workers compensation claims, first-aid administered near misses or any EHS or potential liability issues and assist in the necessary accident investigation. Copies of all accident reports shall be submitted to the Contractor within 8 hours of the incident. If the investigation is "on-going," the Subcontractor shall provide updated information on a weekly (or more frequent) basis until the investigation is completed. The accident investigation will document all facts related to the incident for future reference and establish a corrective action to prevent future major accidents. Subcontractor will identify the competent person responsible for monitoring EHS requirements on site. The competent person shall be knowledgeable in EHS rules, regulations, policies, procedures and guidelines and have the authority to mitigate hazards relative to subcontractor's operations.

3. Subcontractor agrees that it is responsible for ensuring that its employees, agents, suppliers and/or sub-subcontractors (Subcontractor's Employees) performing *Work on Facility* do so in accordance with Subcontractor's EHS Program, all applicable EHS Laws, and Specific Requirements.

a) Subcontractor agrees to attend all required job site safety meetings and to respond promptly to all safety-related issues that affect subcontractor's work and other trades' work which may be derivative of subcontractor's work. Subcontractor agrees to have at least one (1) employee or agent at the job site at all times who speaks and understands English with ease when safety meetings are held and who will disseminate the safety information to said subcontractor's employees and agents. Subcontractor also agrees to have an English-speaking and understanding employee or agent readily-accessible when safety issues are discussed, which may arise at any time during the work day.

4. Subcontractor agrees to allow Contractor, to monitor, audit and inspect Subcontractor operations for compliance with all the terms of this Addendum.

Please	Initial



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- a) Agrees to notify Contractor of any observed noncompliance with any requirement of this Addendum that is within the responsibility or control of the Subcontractor.
  - b) Subcontractor agrees that work may stop if Contractor, in its sole judgment, determines that noncompliance may present a risk of an incident, accident, injury, illness or a violation of EHS Laws.
  - c) Subcontractor agrees to take immediate action to correct any noncompliance that may present a risk of an incident, accident, injury, illness or a violation of EHS Laws.
  - d) Should Subcontractor discover an unsafe condition on facility, Subcontractor shall immediately notify the Contractor and take immediate action to correct any such condition that is under or within the responsibility or control of the Subcontractor.
  - e) Subcontractor agrees that should Subcontractor's Employee(s) fail to take immediate action to correct any noncompliance, Subcontractor shall, at request of Contractor, exclude the noncompliant Subcontractor's Employee(s) from facilities until such time as Subcontractor provides evidence of compliance that in Contractor's sole judgment, is determined to be sufficient.
  - f) Should Contractor find Subcontractor areas of work or individuals being or acting in noncompliance with Cal/OSHA, the Project Safety Plan and the Contractor's Site Specific Safety Plan, the Contractor shall have authority to order immediate correction of the non-compliant occurrence.
  - g) All costs of correction shall be borne by the Subcontractor deemed responsible.
  - h) If more than one Subcontractor is deemed responsible, the Contractor's division of responsibility shall be final.
  - i) Nothing contained herein, however, shall serve to relieve the Subcontractor of their liabilities and/or obligations under Cal/OSHA as well as other applicable Federal, State and local requirements as well as the Project Safety Plan.
  - j) Contractor may withhold payment of any sums due to the Subcontractor for failure to follow Cal/OSHA, the Project Safety Plan and the Contractor's Site Specific Safety Plan policies and procedures.
  - k) Contractor will issue a written, 24-hour notice in this regard. The notice requires immediate action to eliminate the hazard or violation followed by a written response from the Subcontractor within 24 hours.
  - l) Repeated violations or lack of cooperation with regard to the Project Safety Plan and the Contractor's Site Specific Safety Plan by employees of a Subcontractor will indicate non-compliance with provisions included in the contract and may be reason for the employee being barred from the project site and/or for termination of the Subcontractor's contract.
5. Subcontractor and all associated suppliers, office personnel, delivery personnel or anyone visiting the site shall wear American National Standards Institute (ANSI) approved Personal Protective Equipment (PPE) i.e., eye, face, head, and vest protection. PPE shall be of the latest ANSI version:
- a) Anyone not complying with the PPE requirement will be removed from the site.
  - b) At the sole discretion of the Contractor site Superintendent, the PPE requirement may be modified when conditions permit. For example, when overhead work is complete, employees working in protected areas may not be required to wear hardhats. When workers have entered unprotected areas on site, the hard hat program will once again be enforced. The use of PPE and the identification/determination/designation of protected areas are at the sole discretion of the site superintendent.
  - c) Subcontractor will supply his own ANSI approved PPE. If Contractor supplies safety glasses, goggles or hardhats for the use of Subcontractor's Employees, the safety glasses or goggles will be charged to Subcontractor at a rate of five dollars (\$5.00) per pair. Hardhats will be charged at a rate of fifteen dollars (\$15.00) each and vests at a rate of twenty five dollars (\$25.00) each.



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- d) Appropriate eye protection and hard hats meeting the requirements of ANSI (most recent version) with hard side shields are required to be worn in a manner to protect the eyes while in construction areas at all times. No dark safety glasses are to be worn inside any building or outside in low-light conditions.
  - e) Bright orange, strong yellow-green or fluorescent versions of these colored warning garments such as vests or jackets shall be worn by all job site personnel.
6. In addition, approved eye and face protection is required as follows:
- a) Goggles, welding hoods and shields, or face shields will be required to be properly worn at all times when in the area of operations, such as when welding, burning, grinding, chipping, chemical handling, corrosive liquids or molten materials, drilling, sawing, driving nails, powder actuated tools, concrete pouring, tampers and gasoline fueled hand operated equipment (i.e. blowers). This section will also apply to those employees of Subcontractors who are assisting any worker as an apprentice or helper.
  - b) Prescription glasses shall meet the requirements of ANSI Z (most recent version), or be covered with over-the-glass safety glasses.
  - c) Goggles are to be worn when grinding or cutting at shoulder height or above with full face shield.
  - d) Face shields shall be worn when cutting or grinding metal.
7. Subcontractor agrees that failure to follow EHS requirements as stated in this Exhibit to the subcontract agreement will result in the following action by the Contractor:
- a) The first incident will result in a verbal warning by the Contractor's Superintendent on site or Safety and Health Manager.
  - b) The second incident will result in a letter sent to the Subcontractor by Contractor's Project Manager or Safety and Health Manager. This letter will refer to the lack of response to verbal warning given by Contractor site superintendent and describe the EHS requirements.
  - c) The third incident will result in a second letter sent to Subcontractor by Contractor's Project Manager. This second letter will result in a deductive change order in the amount of five hundred dollars (\$500.00) and /or termination of contract.
8. **"Immediate removal from a project"** will result when:
- a) Any employee, supervisor or manager exposes themselves or other employees to
    - i) Imminent loss of life.
  - b) Any employee, supervisor or manager openly exhibits disregard, defiance or disrespect for
    - i) The safety plan.
  - c) Any employee, supervisor or manager knowingly falsifies any investigative document or
    - i) Testimony involved in an investigation.
  - d) A violent physical encounter (fighting) occurs. All individuals involved in the incident are
    - i) Subject to removal.
  - e) Threats are made against any safety personnel performing their duties.
  - f) Theft or destruction of property occurs.
  - g) Any employee, supervisor or manager consumes, possesses, distributes or is under the
    - i) Influence of alcohol/drugs.



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## **EXHIBIT C**

### **LABOR RELATIONS CLAUSE**

**June 22, 2010**

Subcontractor acknowledges that Contractor has entered into labor agreements covering work at its construction jobsites with the labor unions listed in Paragraph U of our Subcontract Agreement and incorporated herein by reference.

Subcontractor agrees to comply with all of the terms and conditions of those labor agreements including signatory status if required. Subcontractor further agrees to make trust fund payments into the respective labor trust funds set forth in the respective labor agreements referenced in Paragraph U of our Subcontract Agreement, insofar as Subcontractor may lawfully do so. Subcontractor agrees to comply with the terms and provisions of said agreements setting forth the jurisdiction and scope of work therein for resolution of jurisdictional disputes. In the absence of any such procedure or if such procedure fails to promptly resolve the jurisdictional dispute, Subcontractor agrees, at its own cost and expense and upon request by Contractor, to take any and all lawful steps to secure a binding and final determination of said jurisdictional dispute by the National Labor Relations Board.

Subcontractor acknowledges that terms and conditions of the labor agreements with the unions listed in Paragraph U of our Subcontract Agreement may require that Subcontractor comply with additional labor agreements with unions affiliated with the AFL-CIO but not listed therein. When the terms and conditions of the referenced labor agreements so require, Subcontractor shall perform its jobsite work pursuant to all terms and conditions of an appropriate labor agreement with a union affiliated with the AFL-CIO.

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

Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing jobsite work of the type covered by any of the labor agreements specified in Paragraph U of our Subcontract Agreement to agree to all of the foregoing promises and undertakings, to the same effect as herein provided with respect to Subcontractors.

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. Presidential Executive Orders No. 10925, 11114 and 11246, the California Fair Employment Practices Act and the American with Disabilities Act 1991. Subcontractor shall comply with an 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 and California Labor Code provisions covering the work. Upon request, Subcontractor agrees to submit certified payroll report to Contractor no later than three (3) working days after labor has been paid.