

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 30-2015

Adopted May 19, 2015

CONDITIONALLY AUTHORIZING A PERMIT TO ENTER WITH THE CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS DEPARTMENT OF PUBLIC WORKS, THE SAN FRANCISCO TOURISM IMPROVEMENT DISTRICT MANAGEMENT CORPORATION, A CALIFORNIA CORPORATION NONPROFIT MUTUAL BENEFIT CORPORATION, AND WEBCOR CONSTRUCTION, LP, A CALIFORNIA LIMITED PARTNERSHIP, TO ALLOW CONSTRUCTION RELATED TO THE EXPANSION OF THE MOSCONE CONVENTION CENTER ON THE OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE'S YERBA BUENA GARDENS PROPERTY, AND ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; FORMER YERBA BUENA CENTER REDEVELOPMENT PROJECT AREA

WHEREAS, The Redevelopment Agency of the City and County of San Francisco, a public body, (the "Former Agency") was dissolved on February 1, 2012, pursuant to California Assembly Bill 26 ("AB 26") and the California Supreme Court's decision and order in the case entitled California Redevelopment Association et al. v. Ana Matosantos (2011) 53 Cal. 4th 231. In June 2012, the California State Legislature passed Assembly Bill 1484 ("AB 1484") further amending the Community Redevelopment Law (together with AB 26, and as amended from time to time, the "Redevelopment Dissolution Law"); and,

WHEREAS, Under Redevelopment Dissolution Law, the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California (the "Successor Agency"), assumed all of the Former Agency's enforceable obligations, including ownership of the Former Agency's real property assets. As a result of these legislative acts the Successor Agency (1) became a separate legal entity, separate from the City and County of San Francisco (the "City"), and (2) owns and operates certain real property commonly known as Yerba Buena Gardens (the "Gardens"), which is located within the former Yerba Buena Center Redevelopment Project Area D-1, which was duly adopted on April 24, 1966 in accordance with Community Redevelopment Law, and which expired by its own terms on January 1, 2011(the "Former YBC Project Area"); and,

WHEREAS, The George R. Moscone Convention Center ("Moscone Center") spans large portions of a two-block area of the Gardens known as Central Block Two and Central Block Three in the Former YBC Redevelopment Project Area. Pursuant to enforceable obligations, the Successor Agency has transferred the south section of the Moscone Center to the City, and expects to transfer the north section of the Moscone Center to the City in May 2015; and,

WHEREAS, The City, acting by and through its Department of Public Works (“DPW”), as owner of the Moscone Center, and the San Francisco Tourism Improvement District Management Corporation, a California non-profit, mutual benefit corporation, in its capacity as Owners Association for the Moscone Expansion District (“SFTIDMC”) are undertaking a major expansion of the Moscone Center, which will add approximately 358,000 square feet to the existing Moscone Center above and below ground. Some of the space will be created below ground by excavating and expanding the existing below-grade exhibition halls that connect the north and south convention center buildings under Howard Street, and some of the space will be created above ground by constructing new square footage, including expanded lobbies, multipurpose space, new meeting and circulation space, and a new ballroom (the “Moscone Expansion Project”). SFTIDMC and DPW are jointly managing the Moscone Expansion Project; and,

WHEREAS, The City’s Board of Supervisors, on February 5, 2013, adopted Resolution No. 23-13, finding the Moscone Expansion Project is fiscally feasible and responsive under San Francisco Administrative Code, Chapter 29. Resolution No. 23-13 further resolved that development of the Moscone Expansion Project be conditioned upon the receipt of all required regulatory approvals. On April 22, 2015, the City’s Department of Building Inspection issued the Moscone Expansion Project site permit (Application 201406239136), which allowed SFTIDMC and DPW to proceed with the project; and,

WHEREAS, As part of the City’s Moscone Expansion Project on its property, the City wishes to make additional modifications and improvements, at its own expense, to Successor Agency-owned real property in the Gardens described the “Children’s Garden.” The Children’s Garden includes about 100,000 square feet of outdoor space with grassy areas, gardens – including a learning garden, a child-size labyrinth, an outdoor amphitheater, play circles, a sand circle, a play stream, and assorted playground equipment. The Children’s Garden is more fully described as the “Permit Area” or the “Agency Property” in the proposed Permit to Enter and Consent to Improvements between the Successor Agency and the Permittees (the “Children’s Garden Permit”); and,

WHEREAS, SFTIDMC has contracted with Webcor Construction, LP, a California limited partnership, dba Webcor Builders (“Webcor”) to provide construction services for the Moscone Expansion Project and DPW has project oversight and fiduciary responsibilities. Webcor will indemnify the Successor Agency and provide full insurance coverage for the term of the Children’s Garden Permit. DPW, SFTIDMC, and Webcor are individually referred to as a “Permittee” and collectively as the “Permittees” under the Children’s Garden Permit; and,

WHEREAS, The Agency Property was constructed and has been used for a governmental purpose (i.e., parks, recreational facilities, children’s facilities, and cultural facilities). In November 2013, the Successor Agency submitted its Long-Range Property Management Plan (“PMP”) to the State Department of Finance (“DOF”) for approval, as required by Redevelopment Dissolution Law. The PMP, which was approved by the Successor Agency’s Oversight Board and is still under

review by DOF, includes a plan to transfer the Agency Property to the City for a governmental purpose. The Successor Agency will effectuate a transfer of the Agency Property to the City after DOF approves the PMP (the “Transfer”), on a date that has not yet been determined (“Transfer Date”); and,

WHEREAS, The Permittees wish to enter into the proposed Children’s Garden Permit with the Successor Agency to begin making the contemplated modifications and improvements to the Agency Property, more fully described in Attachment B to the proposed Children’s Garden Permit, prior to the Transfer Date (the “Permanent Improvements”). By executing the proposed Children’s Garden Permit, the Successor Agency is (1) agreeing to allow the City, as future property owner, to go onto the Agency Property prior to the Transfer Date and construct the Permanent Improvements, at the City’s sole cost and expense, under the terms and conditions of the Children’s Garden Permit, and (2) consenting to the Permanent Improvements as being consistent with the governmental purpose of the Agency Property outlined in the PMP; and,

WHEREAS, The Successor Agency’s Permit to Enter Policy was adopted on April 1, 2008 by Resolution No. 13-2008 (“Permit to Enter Policy”). The Permit to Enter Policy requires Successor Agency Commission approval for a permit (or series of permits) that would cause the aggregate permit duration to exceed 12 months. The term of the Children’s Garden Permit will exceed 12 months, and, therefore, requires Successor Agency Commission approval; and,

WHEREAS, The Children’s Garden Permit will terminate on December 31, 2018, or on the Transfer Date. After the transfer, the Children’s Garden will be under the jurisdiction of the City’s Real Estate Division, and the Moscone Expansion Project will continue to be managed by DPW; and,

WHEREAS, The proposed Children’s Garden Permit also requires the approval of the Successor Agency’s Oversight Board and DOF, because the Successor Agency still owns the Agency Property and has proposed transferring it to the City under its PMP. The Children’s Garden Permit is consistent with Redevelopment Dissolution Law because (1) the Permanent Improvements are being done by the City as the future property owner and are consistent with the governmental purpose of the Agency Property outlined in the PMP, and (2) the Children’s Garden Permit will have no financial implication for the City’s taxing entities, and will in fact protect them from liability; and,

WHEREAS, Based on the analysis contained in the Final Environmental Impact Report for the Moscone Expansion Project (the “FEIR”), and the findings pursuant to the California Environmental Quality Act (“CEQA”) adopted by the San Francisco Planning Commission (the “Planning Commission”) on August 14, 2014, by Motion No. 19219 certifying the FEIR, Successor Agency staff requests that the Commission adopt findings in accordance with CEQA that the Children’s Garden Permit is an implementing action for the construction of the Moscone Expansion Center, including the Permanent Improvements. Staff, in making the necessary findings for the implementing action contemplated herein, considered and


reviewed the FEIR. The San Francisco Planning Department is the custodian of record for the Moscone Expansion Project's environmental review, located in the File for Case No. 2013.0154E, at 1650 Mission Street, Fourth Floor, San Francisco, California. The Final EIR, entitled "Moscone Center Expansion Project," can be found on the San Francisco Planning Department's webpage at <http://www.sf-planning.org/index.aspx?page=1828>; and

WHEREAS, The Commission on Community Investment and Infrastructure hereby finds that the Children's Garden Permit is an action in furtherance of the implementation of the Moscone Center Expansion for purposes of compliance with CEQA and by this Resolution, the Commission on Community Investment and Infrastructure adopts the environmental findings, attached as Exhibit A hereto, related to the FEIR, pursuant to CEQA and the CEQA Guidelines (the "Findings"). These Findings are made by the Successor Agency in its capacity as a responsible agency under CEQA. The Findings are hereby incorporated herein by this reference as if fully set forth; now, therefore, be it

RESOLVED, That the Office of Community Investment and Infrastructure has reviewed and considered the Final Environmental Impact Report and hereby adopts the CEQA findings as attached and incorporated herein, and that Commission on Community Investment and Infrastructure conditionally authorizes, subject to review and approval by the Oversight Board and DOF, the Executive Director to execute the Children's Garden Permit between the Successor Agency and the Permittees in substantially the form of the Children's Garden Permit on file with the Secretary of the Commission, approved as to form by the General Counsel to the Successor Agency.

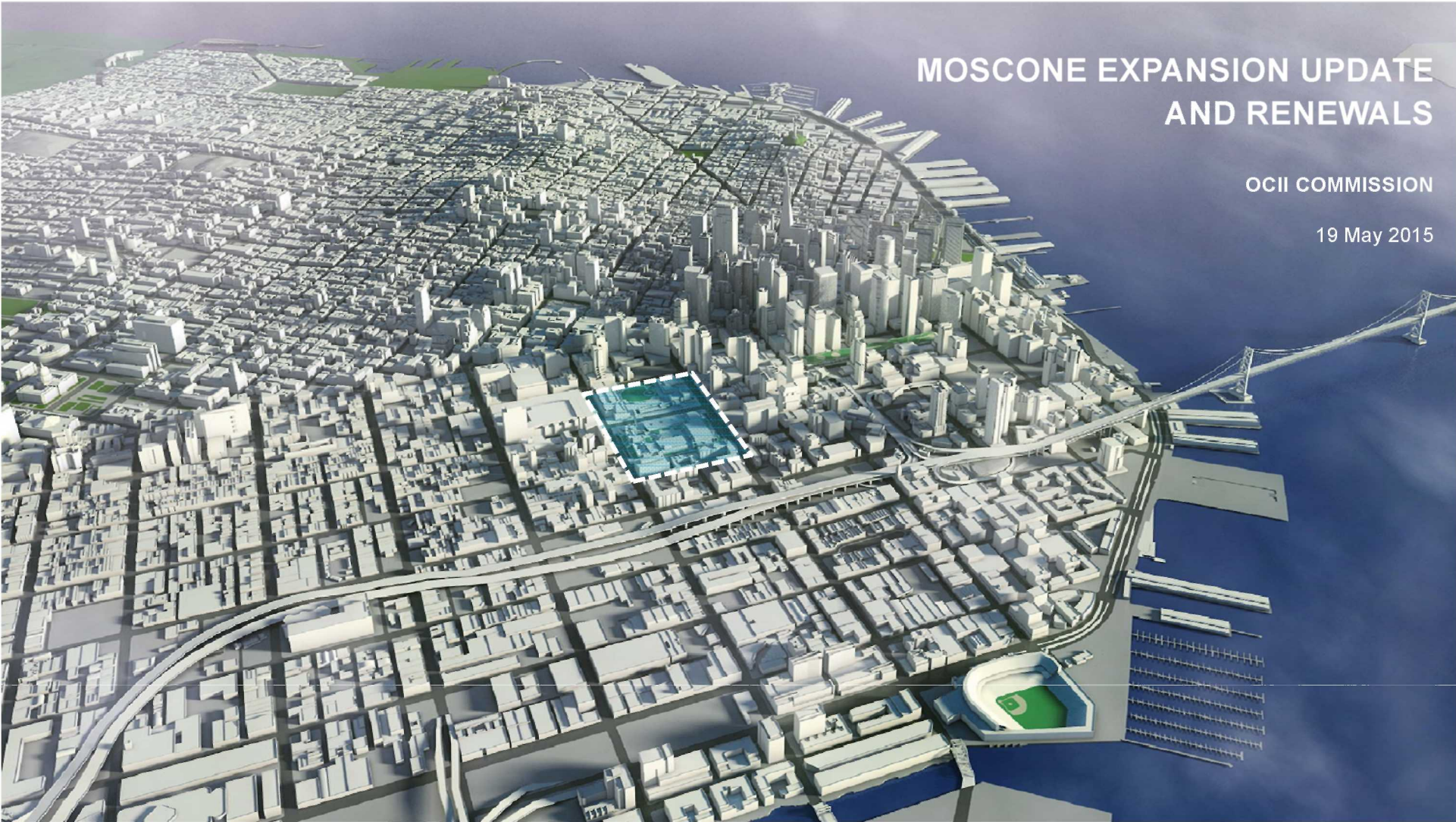
Exhibit A: CEQA Findings

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of May 19, 2015.



Commission Secretary

Exhibit A
CEQA Findings



MOSCONE EXPANSION UPDATE AND RENEWALS

OCII COMMISSION

19 May 2015

EXPAND WITHIN THE EXISTING FOOTPRINT

The project will result in 515,000 SF of new and repurposed contiguous exhibition space.

Increase below ground connection between North & South

Expand North & South lobby area

Remodel South Hall entrance and include new canopy

Build a new pedestrian bridge connecting North & South

Replace west bridge to improve pedestrian circulation

Reconfigure open public spaces



BUSINESS CASE FOR EXPANSION

Clients are demanding more space

Expansion will allow retention of
key clients

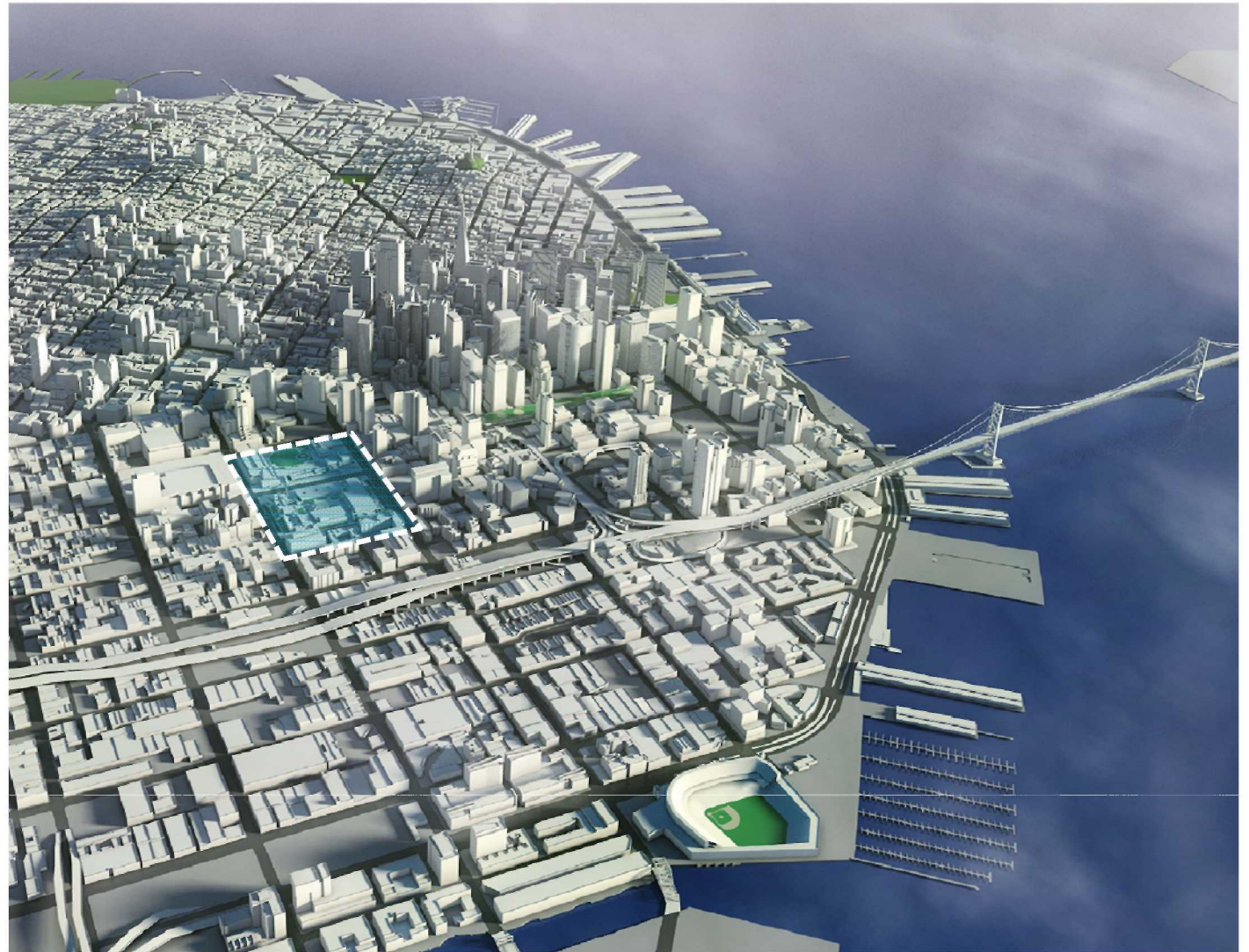
Moscone contributes \$2 Billion to
San Francisco's economy annually

PROJECT BENEFITS

3,400 construction jobs

Approximately 3,500 permanent jobs

An additional \$20 million in annual
hotel tax revenue



DEVELOPED IN PARTNERSHIP WITH THE COMMUNITY

More than two dozen community meetings held during the past 18 months

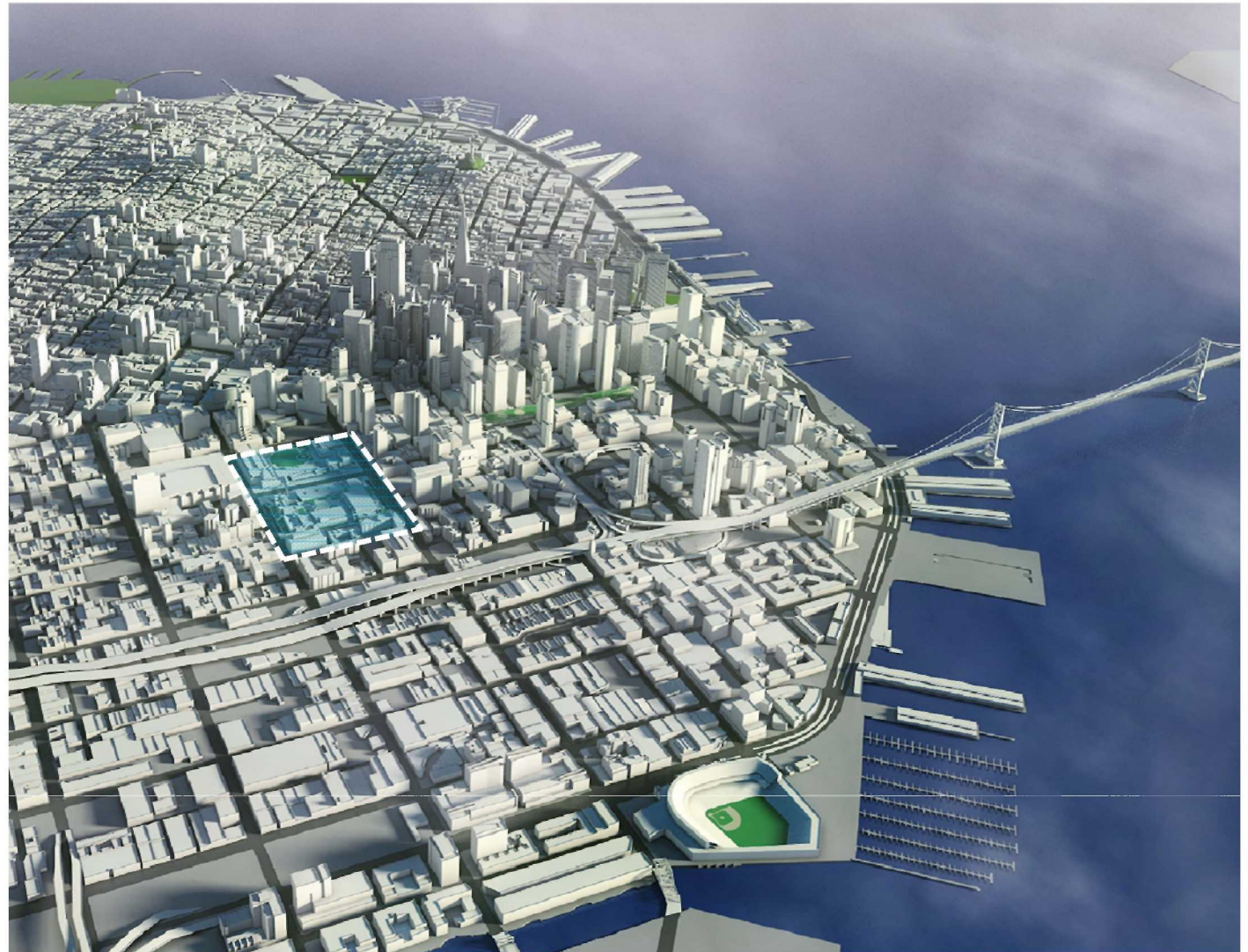
One on one meetings with community leaders

RESULTING IN:

Reduction in building mass

Improved access to public open areas

Improvements in the Children's play area and picnic grounds



AN ENLARGED CONVENTION CENTER *AND* IMPROVED NEIGHBORHOOD

Replaces 25,000 square feet of existing truck parking and ramps with new pedestrian enhancements

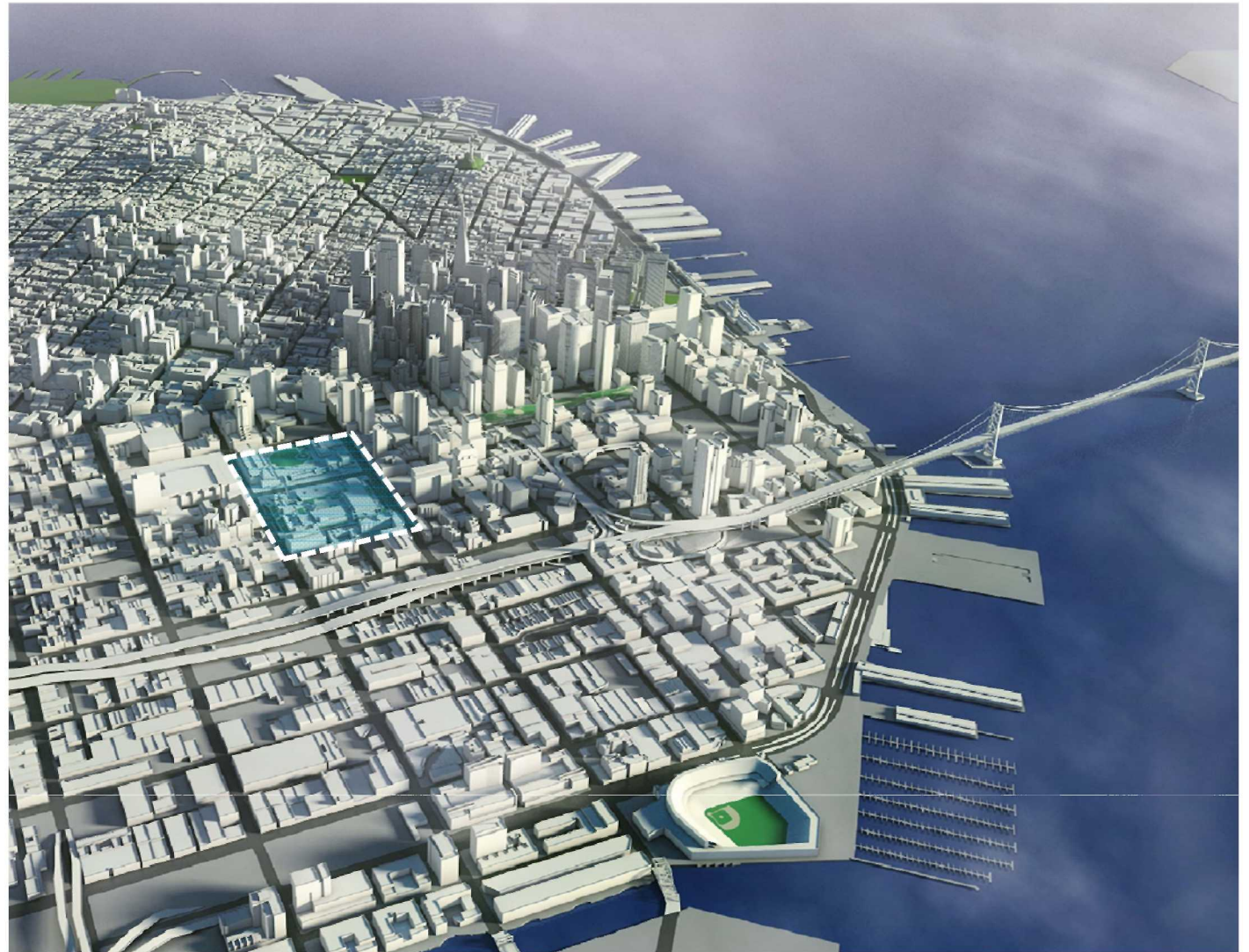
Adds over 12,000 square feet of new public open space

Provides a new tot lot connected to the children's play area

Improves 3rd Street pedestrian experience by widening the sidewalks

Introduces retail and outdoor dining

Improves pedestrian access to existing gardens from Howard Street and introduces more activity at pedestrian level



APPROVALS TO DATE

<i>MOSCONE EXPANSION DISTRICT FORMATION</i>	<i>FEB 2013</i>	<i>BOS</i>	<i>APPROVED</i>
<i>FINDING OF FISCAL FEASIBILITY</i>	<i>FEB 2013</i>	<i>BOS</i>	<i>APPROVED</i>
<i>FUNDING - CERTIFICATE OF PARTICIPATION</i>	<i>FEB 2013</i>	<i>BOS</i>	<i>APPROVED</i>
<i>CIVIC DESIGN REVIEW PHASE I</i>	<i>OCT 2013</i>	<i>SFAC</i>	<i>APPROVED</i>
<i>CIVIC DESIGN REVIEW PHASE II</i>	<i>OCT 2014</i>	<i>SFAC</i>	<i>APPROVED</i>
<i>CIVIC DESIGN REVIEW PHASE III</i>	<i>MAY 2015</i>	<i>SFAC APPROVAL PENDING</i>	
<i>FINAL ENVIRONMENTAL IMPACT REPORT</i>	<i>AUG 2014</i>	<i>PLANNING</i>	<i>APPROVED</i>



DESIGN & CONSTRUCTION SCHEDULE

DESIGN

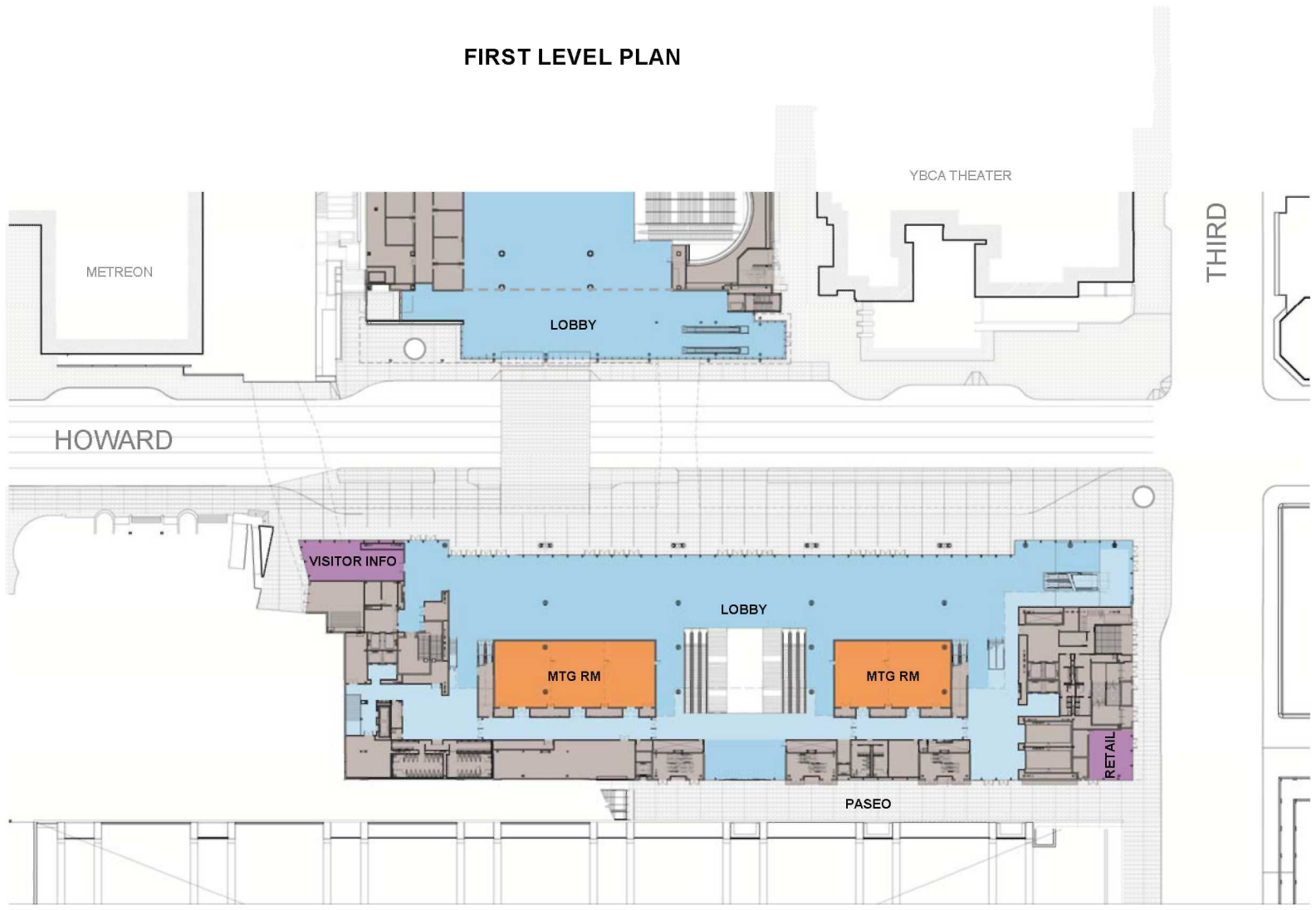
<i>CONCEPT DESIGN</i>	<i>MAY 2013</i>	<i>COMPLETE</i>
<i>SCHEMATIC DESIGN</i>	<i>DEC 2013</i>	<i>COMPLETE</i>
<i>DESIGN DEVELOPMENT</i>	<i>AUG 2014</i>	<i>COMPLETE</i>
<i>CONSTRUCTION DOCUMENTS (50%)</i>	<i>DEC 2014</i>	<i>COMPLETE</i>
<i>CONSTRUCTION DOCUMENTS (95%)</i>	<i>APRIL 2015</i>	<i>COMPLETE</i>

PHASED CONSTRUCTION

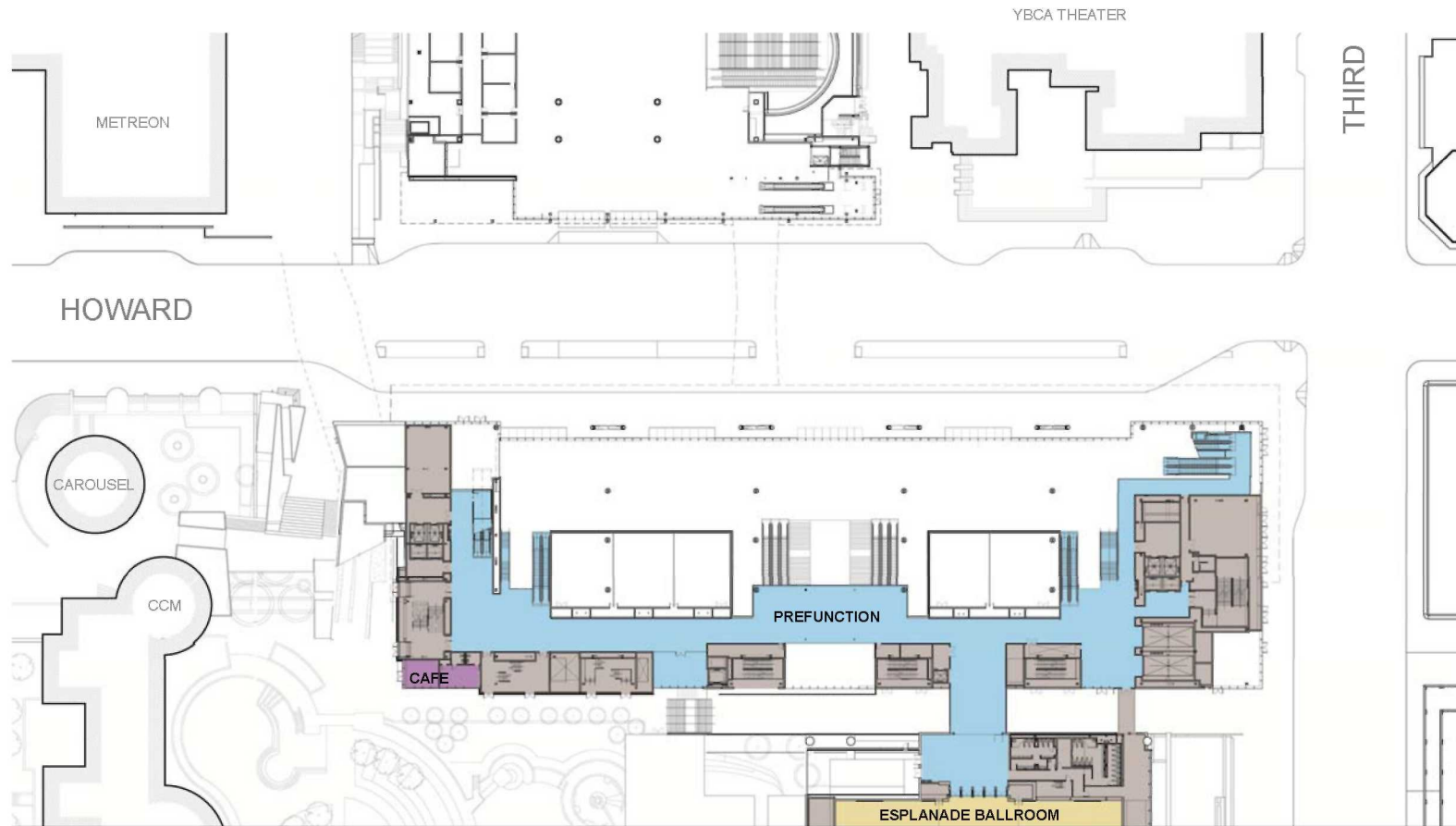
PHASE 0	NOV 2014	UTILITY RELOCATION, MAIN DISTRIBUTION FACILITY BUILD-OUT
PHASE 1	MAY 2015	TRUCK RAMP RELOCATION, TEMP CONNECTOR, TOT LOT
PHASE II	NOV 2015	MOSCONE SOUTH (EAST END) CONSTRUCTION
PHASE III	MAY 2017	MOSCONE SOUTH (WEST END), NORTH BLDG, 2 BRIDGES



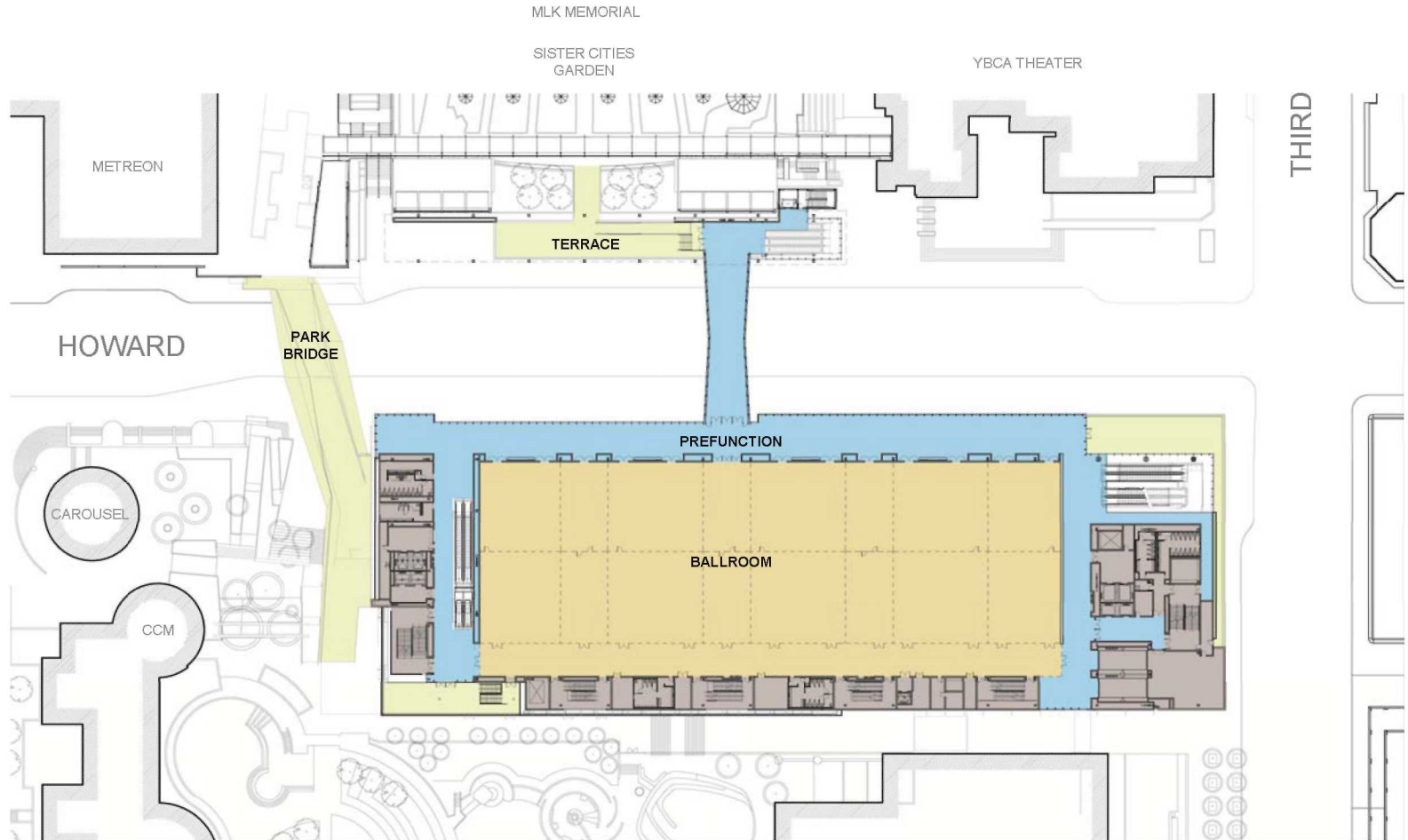
FIRST LEVEL PLAN



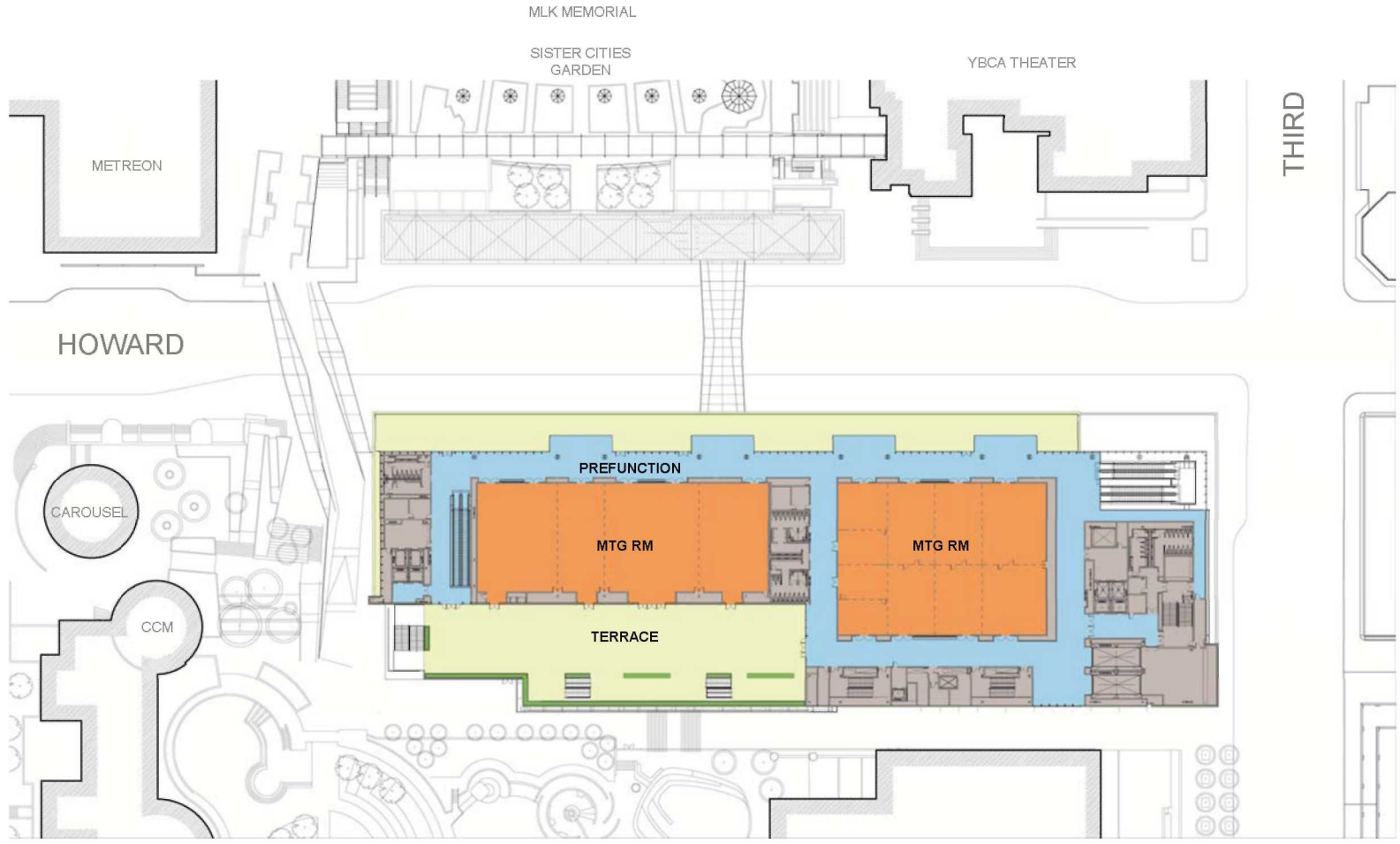
FIRST MEZZANINE LEVEL PLAN



SECOND LEVEL PLAN



THIRD LEVEL PLAN



PROPOSED BUILDING SECTION

Yerba Buena Gardens

Howard Street

Children's Playground



SUSTAINABILITY STRATEGIES

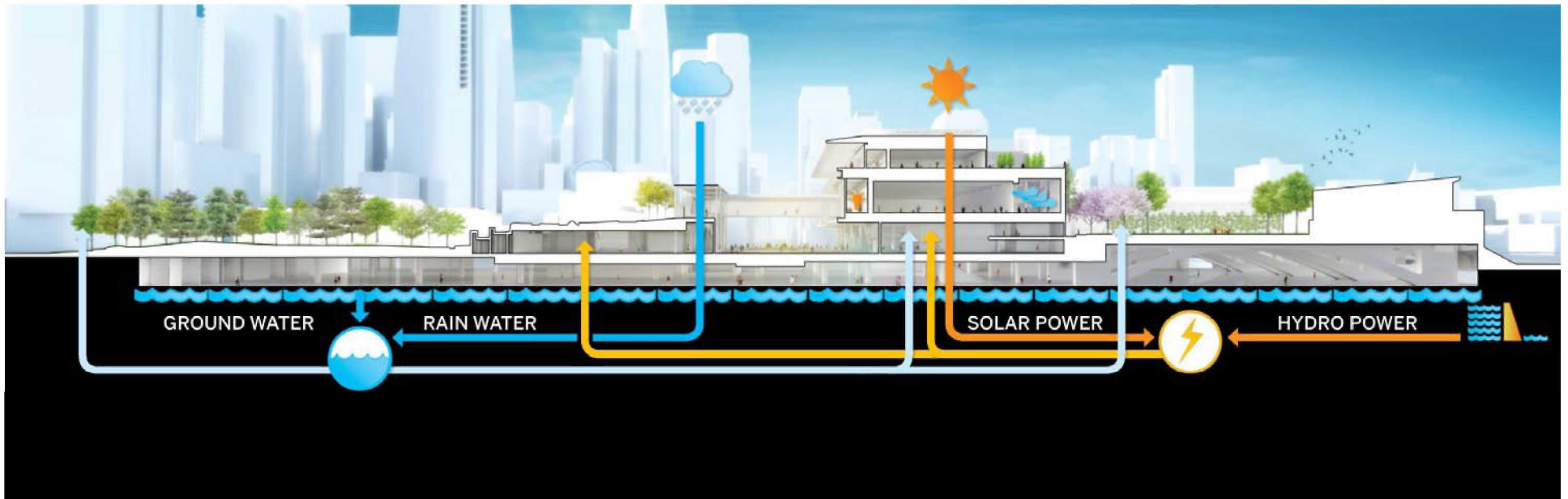
Net-zero Water

Largest Rooftop PV Array In San Francisco





Zero-emissions Electricity

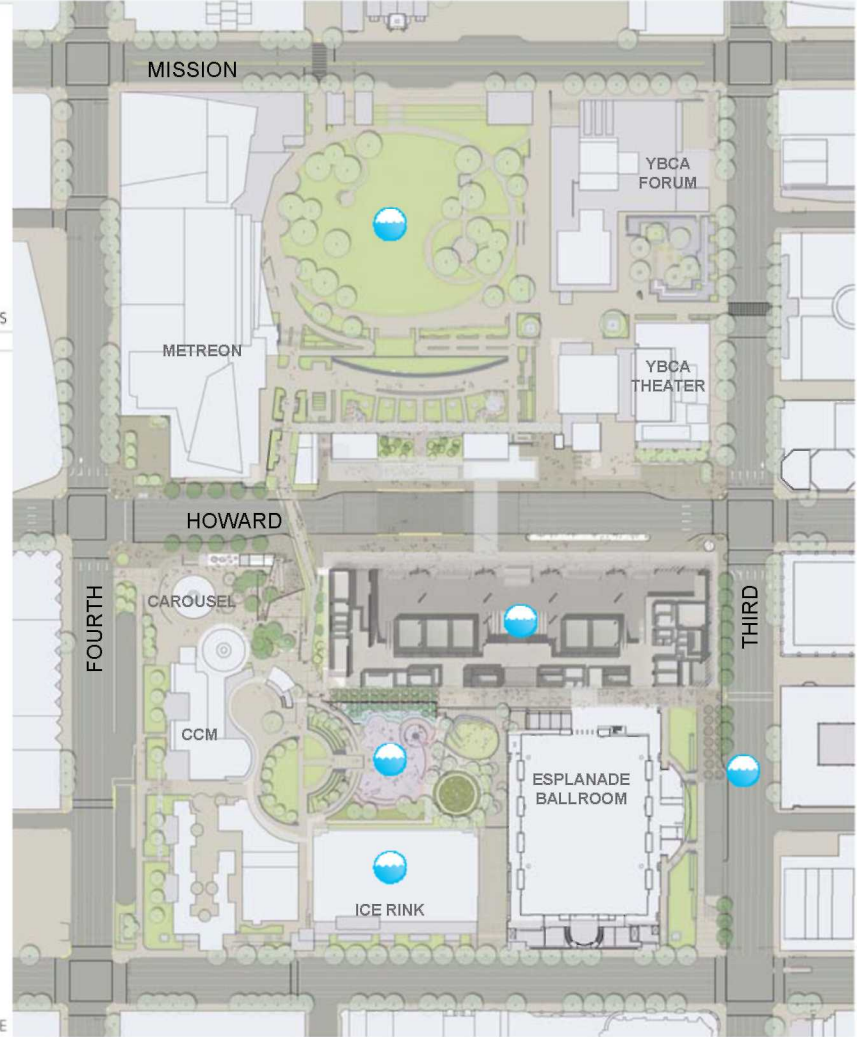
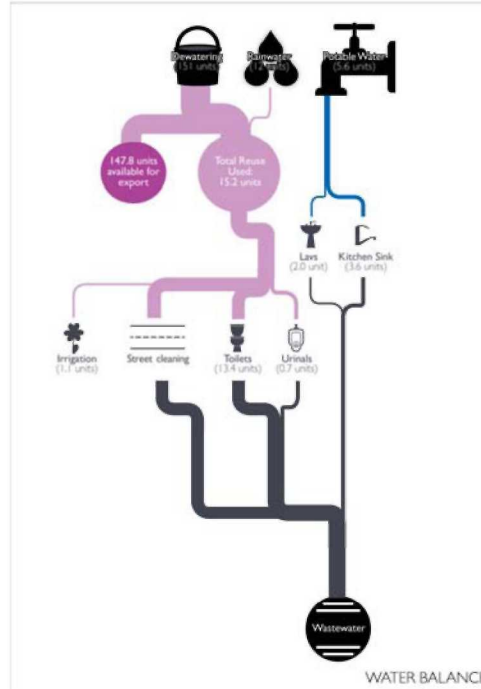
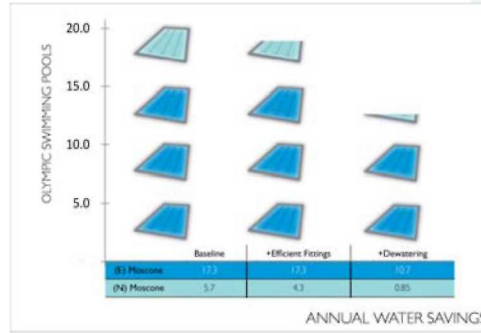
Daylight Harvesting

Targeting LEED Platinum Certification



SUSTAINABILITY STRATEGIES

-  Flushing
-  Irrigation of YBG
-  Street cleaning
-  Future connection to Eco-District



VIEW FROM THIRD AND HOWARD



MOSCONE SOUTH LOBBY ENTRY





MOSCONE SOUTH VIEW FROM NORTH LOBBY



WEST VIEW FROM HOWARD

WEST VIEW FROM HOWARD STREET



SOUTH VIEW FROM WEST PLAZA



**NORTH VIEW FROM
CAROUSEL PLAZA**



PROPOSED VIEW FROM
PARK BRIDGE



WEST VIEW of PASEO FROM 3RD STREET

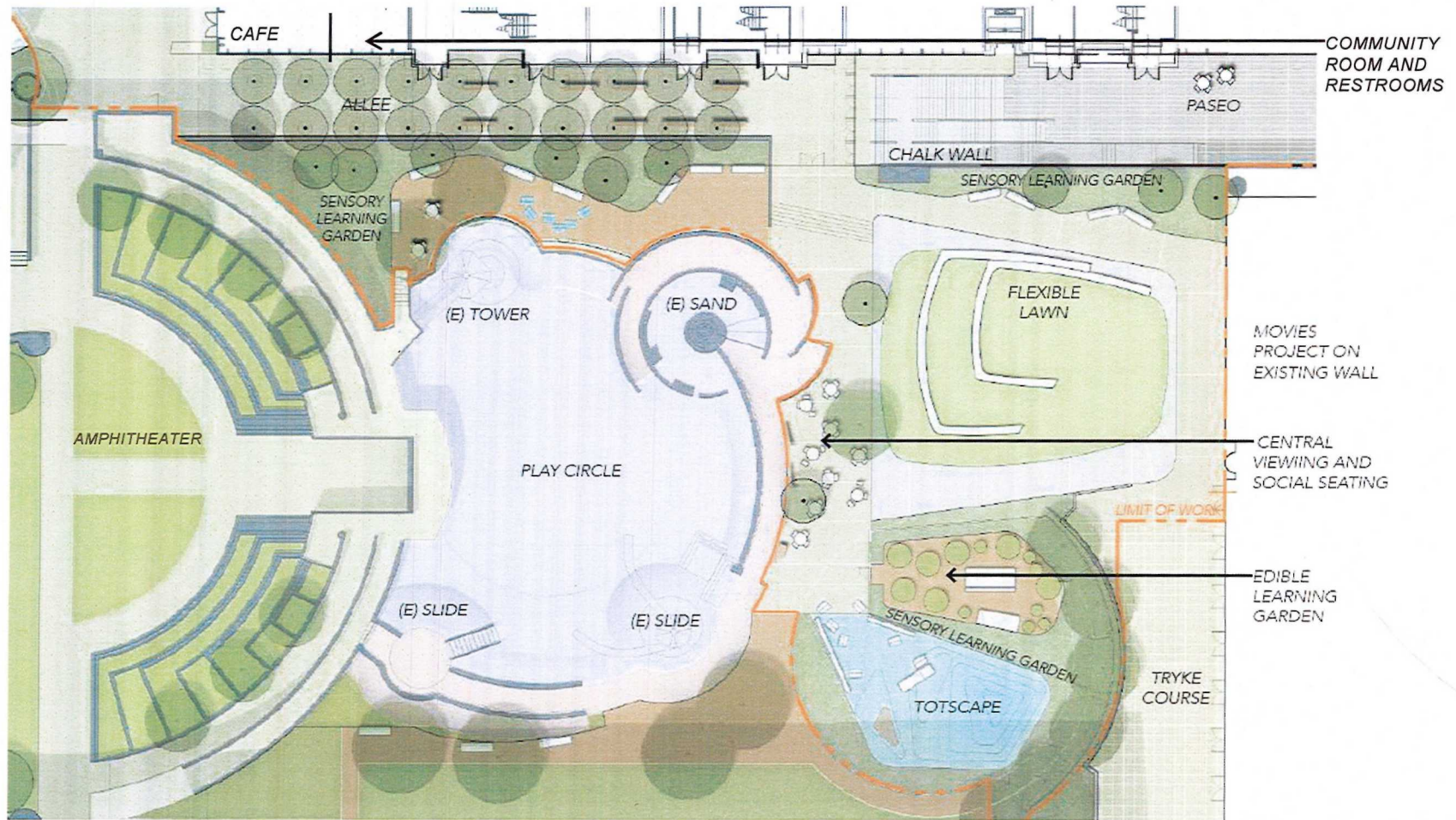




**VIEW FROM CHILDREN'S
PLAYGROUND**



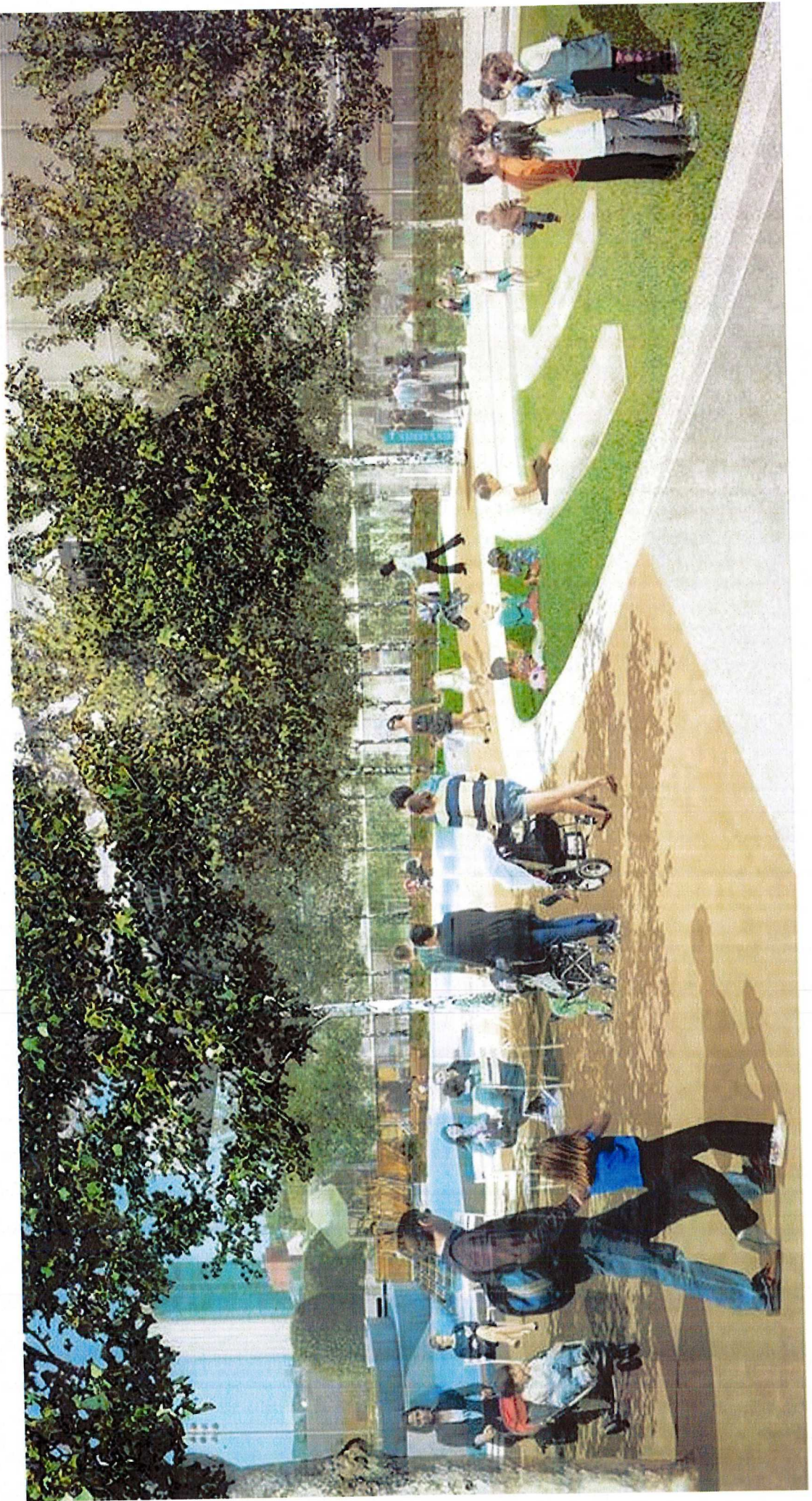
EXISTING



PROPOSED CHILDREN'S GARDEN PLAN



VIEW - EDIBLE GARDEN AND TODDLER PLAYGROUND





Edwin M. Lee
Mayor

Mohammed Nuru
Director

San Francisco Public Works
1 Dr. Carlton B. Goodlett Pl.
Room 348
San Francisco, CA 94102
tel 415-554-6920

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks
twitter.com/mrcleansf

John Updike
Real Estate Division, Director
25 Van Ness Avenue, Suite 400
San Francisco, Ca 94102

April 9, 2015

Moscone Expansion Project: Community Benefit Improvements

John,

As you know, the City in its partnership with Moscone Expansion District and the project team worked extensively with the community and the Planning Department to complete the Environmental Impact Review (EIR) and the design for the expansion of Moscone Convention Center. The results of those efforts would not have been possible without the extensive involvement, input and support by the community and the surrounding stakeholders. As such, I'm am writing to reaffirm the City's commitment in implementing the improvements to the Children's Garden area by constructing a new Tot-lot, new Flexible Lawn/Amphitheatre, relocation of the Learning Garden and the reconstruction of the tree lined walkway.

The project team has worked diligently with all stakeholders over the past 18 months to develop the design and have now implemented the improvements listed above into the construction documents. Phase I construction will begin on April 27th and completion is anticipated by October 31, 2015. Installation of Children's Tot-Lot will begin approximately August 2015. The remaining improvements will be completed with Phase III, approximately November 28, 2018.

Lastly, the project team will continue to work with the community stakeholders,, Children's Creativity Museum and the Garden's Manager to finalize any outstanding design issues and material selection for the children's garden improvements including selection of play equipment and materials. Additionally, the team will continue to work with other stakeholders such as YBCA and Garden's Festival group to communicate, coordinate and use commercially reasonable efforts to minimize disruptions of activities or utilities to those centers.

Once a Permit to Enter is issued by OCII, we believe this will govern access for the project team for construction. The Permit to Enter will terminate when OCII transfers Yerba Buena Gardens (including the Permit Area) to the City. Upon termination of the Permit to Enter, both Department of Real Estate and San Francisco Public Works will work in good faith efforts to adhere to the applicable requirements and provision of the said permit throughout the completion of the permanent improvements.

Best regards,

A handwritten signature in blue ink, appearing to be 'Mohammed Nuru', written in a cursive style.

Mohammed Nuru
SF Public Works Director

Cc: Tiffany Bohee, Executive Director, OCII
Denise Zermani, Senior Development Specialist

PERMIT TO ENTER AND CONSENT TO IMPROVEMENTS

THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (“**Successor Agency**”), grants to Webcor Construction, LP, a California limited partnership, dba Webcor Builders (“**Webcor**”), the City and County of San Francisco, a municipal corporation, (“**City**”), acting by and through its Department of Public Works (“**DPW**”), and the San Francisco Tourism Improvement District Management Corporation, a California non-profit, mutual benefit corporation, in its capacity as Owners Association for the Moscone Expansion District (“**SFTIDMC**”), (individually referred to as a “**Permittee**” and collectively as the “**Permittees**”), a non-exclusive permit to enter upon certain Successor Agency-owned or -leased real property (the “**Permit Area**” or “**Agency Property**”) located at Yerba Buena Gardens (“**YBG**”), and consents to the improvements to be undertaken by Permittees in the Permit Area upon the terms, covenants and conditions hereinafter set forth in this Permit to Enter (“**Permit**”).

RECITALS

This Permit is made with reference to the following facts and circumstances:

WHEREAS, on February 1, 2012, the Redevelopment Agency of the City and County of San Francisco (“**SFRA**”) was dissolved pursuant to California Assembly Bill 26 (“**AB 26**”) and the California Supreme Court’s decision and order in the case entitled *California Redevelopment Association et al. v. Ana Matosantos*, and the successor entity to the SFRA became the City. Four months later, in June 2012, the California State Legislature passed a follow-up bill to AB 26, commonly called Assembly Bill 1484 (“**AB 1484**”) (together with AB 26, “**Redevelopment Dissolution Law**”);

WHEREAS, under AB 1484, the Successor Agency, as successor entity to the SFRA became a separate legal entity from the City. The Successor Agency is also known as the Office of Community Investment and Infrastructure, or “**OCII**.” Under Redevelopment Dissolution Law, the Successor Agency assumed all of the SFRA’s enforceable obligations, including the obligation to maintain real property. The Successor Agency is charged with winding-down these enforceable obligations and disposing of all real property, pursuant to Redevelopment Dissolution Law, and subject to the oversight of the State Department of Finance (“**DOF**”), which is the lead implementing agency under Redevelopment Dissolution Law;

WHEREAS, as a result of these legislative acts, the Successor Agency became the owner and lessee of certain real property in YBG;

WHEREAS, the George R. Moscone Convention Center (“**Moscone Center**”) spans large portions of a two-block area of YBG known as Central Block Two (“**CB-2**”) and Central Block Three (“**CB-3**”) in the former Yerba Buena Center Redevelopment Project Area. Pursuant to enforceable obligations, the Successor Agency has transferred the south and north sections of the Moscone Center to the City;

WHEREAS, the City, as owner of the Moscone Center, and SFTIDMC are undertaking a major expansion of the Moscone Center, which will add approximately 358,000 square feet to

the existing Moscone Center above and below ground. Some of the space will be created below ground by excavating and expanding the existing below-grade exhibition halls that connect the north and south convention center buildings under Howard Street, and some of the space will be created above ground by constructing new square footage, including expanded lobbies, multipurpose space, new meeting and circulation space, and a new ballroom (the “**Moscone Expansion Project**”). SFTIDMC and DPW are jointly managing the Moscone Expansion Project;

WHEREAS, as part of the City’s Moscone Expansion Project on its property, the City wishes to do additional modifications and improvements to certain Successor Agency-owned real property in YBG, which is more fully described in **Attachment A** to this Permit (the “**Permit Area**” or the “**Agency Property**”). The Agency Property was constructed and has been used for a governmental purpose (i.e., parks, recreational facilities, children’s facilities, and cultural facilities);

WHEREAS, in November 2013, the Successor Agency submitted its Long-Range Property Management Plan (“**PMP**”) to DOF for approval, as required by Redevelopment Dissolution Law. The PMP, which was approved by the Successor Agency’s Oversight Board and is still under review by DOF, includes a plan to transfer YBG to the City for a governmental purpose. The Successor Agency will effectuate a transfer of YBG, including the Permit Area, to the City after DOF approves the PMP (the “**Transfer**”), on a date that has not yet been determined (“**Transfer Date**”);

WHEREAS, on the Transfer Date, this Permit shall terminate and the City, as the then fee owner of the Agency Property, and through its Department of Real Estate or another designee (collectively, “**DRE**”), shall manage the Permit Area;

WHEREAS, the City wishes to enter into this Permit with the Successor Agency to begin making the contemplated modifications and improvements to the Agency Property prior to the Transfer Date, as more fully described in **Attachment B** to this Permit, prior to the Transfer under the PMP (the “**Permanent Improvements**”). By executing this Permit, the Successor Agency is (1) agreeing to allow the City, as future property owner, to go onto the Agency Property prior to the Transfer Date and construct the Permanent Improvements, at the City’s sole cost and expense, under the terms and conditions of this Permit, and (2) consenting to the Permanent Improvements as being consistent with the governmental purpose of the Agency Property outlined in the PMP;

WHEREAS, the Successor Agency’s Permit to Enter Policy was adopted on April 1, 2008 by Resolution No. 13-2008 (“**Permit to Enter Policy**”). The Permit to Enter Policy requires Successor Agency Commission approval for a permit (or series of permits) that would cause the aggregate permit duration to exceed 12 months. The term of this Permit will exceed 12 months (_____ 2015 - December 2018) and, therefore, requires Successor Agency Commission approval;

WHEREAS, the Permit also requires the approval of the Successor Agency’s Oversight Board and DOF, because the Successor Agency still owns the Agency Property and has proposed

transferring it to the City under its PMP. The Permit is consistent with Redevelopment Dissolution Law because (1) the Permanent Improvements are being done by the City as the future property owner and are consistent with the governmental purpose of the Agency Property outlined in the PMP, and (2) the Permit will have no financial implication for the City's taxing entities, and will in fact protect them from liability;

WHEREAS, SFTIDMC has contracted with Webcor to provide construction services for the Moscone Expansion Project and DPW has project oversight and fiduciary responsibilities. As a result, Webcor will be responsible, on behalf of the City and SFTIDMC, for (1) providing the insurance required under Section 8 of this Permit, and (2) indemnifying the Successor Agency as required in Section 6 of this Permit, under the construction contract between Webcor and SFTIDMC; and

WHEREAS, the Permanent Improvements are consistent with the Final Environmental Impact Report for the Moscone Expansion Project ("**Final EIR**") that was certified by the City's Planning Commission on August 14, 2014, and the Successor Agency's Commission made such findings in its approval of this Permit.

ACCORDINGLY, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Successor Agency and the Permittees agree as follows:

1. **Permit Area:** The Permit Area is depicted on **Attachment A**. All of the Permanent Improvements authorized under this Permit and described in Attachment B must occur within the Permit Area.

2. **Access to Permit Area and Adjacent Property:** This Permit is non-exclusive and is subject to the rights of ingress and egress by the Successor Agency and others who are authorized to access portions of the Permit Area. In addition, this Permit gives Permittees exterior access to other Successor Agency property adjacent to the Permit Area (such as Yerba Buena Center for the Arts ("**YBCA**"), the Children's Creativity Museum and carousel plaza ("**CCM**"), the children's gardens, and the ice skating/bowling centers in order to reach the Permit Area to construct the Permanent Improvements described in **Attachment B**. The Successor Agency grants this access subject to the following terms and conditions:

a. The Permittees shall timely communicate and coordinate with the Successor Agency's on-site property management firm at YBG, MJM Management Group ("**MJM**" or "**Gardens Manager**"), for all matters related to this Permit, including with respect to (i) any planned disruptions of YBG events, operations of tenants and operators, property management services, and utilities, including, but not limited to, HVAC, irrigation, electrical, telecommunications, and security, and (ii) any associated mitigation measures. MJM will act as the Successor Agency's representative for all matters related to this Permit. The Gardens Manager can be reached by phone at (415) 820-3550 or by email at MMcCue@mjmmg.com.

b. The Permittees, when applicable, shall directly communicate with and, use commercially reasonable efforts, to coordinate construction activities with YBCA's programmatic schedule to minimize disruption of YBCA activities and utilities (water, electrical, telecommunication, fire sprinklers and heating and cooling systems).

3. **Permitted Use:** The Permittees shall use the Permit Area for the purpose of constructing the Permanent Improvements described in **Attachment B** (the “Permitted Use”). The Successor Agency will not be responsible for any costs associated with constructing the Permanent Improvements. No uses other than those specifically stated herein as a Permitted Use are authorized hereby.

4. **Time of Entry:** Entry may commence, once the Permit is fully executed, on _____, 2015, at 8:00 a.m. Entry shall terminate on December 31, 2018, at 5:00 p.m., unless earlier terminated pursuant to Section 12 below.

5. **Compensation to Successor Agency:** Permittees shall pay compensation to the Successor Agency:

YES

NO

If yes is checked, Permittees shall pay the Successor Agency:

One cent (\$ 0.01) per square foot per day for duration of the permit to enter or

\$ _____ per day pursuant to Section 9, Reduction or Waiver of Use Fee, of the Successor Agency’s Permit to Enter Policy.

(Executive Director’s initials authorizing fee reduction/waiver). _____
initials

6. **Indemnification:**

a. **General Indemnification:** To the fullest extent allowable by law, Permittees shall hold harmless, defend at its own expense and indemnify the Successor Agency, and its respective commissioners, members, officers, agents and employees (“Indemnitees”) against any and all liability, claims, losses, damages or expenses, including reasonable attorney’s fees, arising directly or indirectly from all acts or omissions to act of Permittees or their officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Successor Agency’s gross negligence or willful acts and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittees, their officers, agents or employees. In addition to Permittees’ obligation to indemnify Successor Agency, Permittees specifically acknowledge and agrees that it has an immediate and independent obligation to defend Successor Agency from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittees by Successor Agency and continues at all times thereafter. This section does not apply to permits for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

b. **No Mechanics’ Liens:** Permittees shall not permit any mechanics' or other liens to be levied against the Permit Area for any labor or material furnished to Permittees or claimed to have been furnished to Permittees or to Permittees' agents or contractors in connection with the Permitted Use and Permittees shall hold the Successor Agency free and

harmless from any and all cost or expense connected with or arising from the Permitted Use. This paragraph does not limit any right to file a stop payment notice under section 9000 et seq. of the California Civil Code or pursue any other remedies otherwise available at equity or law.

c. Indemnification by Webcor: Although SFTIDMC and DPW are listed as Permittees, and notwithstanding sections 6(a) above and 7(c) below, Webcor will be solely responsible for indemnification of Indemnitees under this Permit, pursuant to the construction contract between SFTIDMC and Webcor. The construction contract between SFTIDMC and Webcor will identify the Successor Agency as an additional indemnified party as indicated in **Attachment C**.

7. **Hazardous Material Acknowledgement and Indemnification:**

a. Hazardous Material Acknowledgement: Permittees recognize that, in entering upon the Permit Area and performing the Permitted Use under this Permit, its employees, invitees, subpermittees and subcontractors may be working with, or be exposed to substances or conditions which are toxic or otherwise hazardous. Permittees acknowledge that the Successor Agency is relying on the Permittees to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid such risks to its employees, invitees, subpermittees and subcontractors. Permittees agree that it is assuming full responsibility for ascertaining the existence of such risks, evaluating their significance, implementing appropriate safety precautions for its employees, invitees, subpermittees and subcontractors and making the decision on how (and whether) to enter upon the Permit Area and carry out the Permitted Use, with due regard to such risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Permittees assume sole responsibility for managing, removing and properly disposing of any waste produced during or in connection with Permittees' entry and/or Permitted Use of the Permit Area including, without limitation, preparing and executing any manifest or other documentation required for or associated with the removal, transportation and disposal of hazardous substances to the extent required in connection with the Permittee's activities hereunder.

c. Toxics Indemnification: Permittees shall defend, hold harmless and indemnify the Successor Agency and their respective commissioners, members, officers, agents and employees from and against any and all claims, demands, actions, causes of action or suits (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, engineering consultant and attorneys' fees of every kind, nature and description, resulting from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution, contamination, or nuisance in the vicinity of the Permit Area or in ground or surface waters associated with or in the vicinity of the Permit Area to the extent that such release or threatened release, or condition is directly created or aggravated by the Permitted Use undertaken by Permittees pursuant to this Permit or by any breach of or failure to duly perform or observe any term, covenant or agreement in this Permit to be performed or observed by the Permittees, including but not limited to any violation of any Environmental Law (as defined in Section 6.e below); provided, however, that Permittees shall have no liability, nor any obligation to defend, hold harmless or indemnify any person for any claim, action, loss, cost, liability, expense or damage resulting from the discovery or disclosure

of any pre-existing condition on or in the vicinity of the Permit Area; and provided further that Permittees shall be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. Hazardous Substances: For purposes of this Permit, the term "Hazardous Substance" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and in addition shall include, without limitation, petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs" or "PCB"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(d), all chemicals listed pursuant to California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Permit, the term "Environmental Laws" shall include but not be limited to all federal, state and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Permitted Use.

f. Release: For purposes of this Permit, the term "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: If the Permitted Use under Section 3 of this Permit includes any soils investigations, then Permittees warrant as follows:

(1) If any soils investigation permitted hereby involves the drilling of holes having a diameter dimension that could create a safety hazard for persons, said holes shall during any drilling operations be carefully safeguarded and shall upon the completion of said drilling operations be refilled (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

(2) The Successor Agency has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Permit Area. Permittees have the sole responsibility to locate the same and to protect the same from damage. Permittees shall be solely responsible for any damage to utilities or damage resulting from any damaged utilities. Prior to the start of the Permitted Use, the Permittees are advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert shall be brought to the attention of the Successor Agency's Engineer immediately.

(3) All soils test data and reports prepared based thereon, obtained from these activities shall be provided to the Successor Agency upon request and the Successor

Agency may use said data for whatever purposes it deems appropriate, including making it available to others for use in connection with any development. Such data, reports and Successor Agency use shall be without any charge to the Successor Agency.

(4) Any hole drilled shall, if not refilled and compacted at the end of each day's operation, be carefully safeguarded and secured after the completion of each day's work, as shall the drilling work area and any equipment if left on the Permit Area.

8. Insurance: Permittees must procure and maintain for the duration of the Permit, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work under this Permit by the Permittees, their agents, representatives, employees or subcontractors. Webcor, on behalf of DPW and SFTIDMC, will provide the insurance required in this section and will add the Successor Agency as an additional insured under Webcor's insurance policies as specified in **Attachment D** to this Permit. If Permittees maintain additional coverages and/or higher limits than the minimums shown in this Section 8, the Successor Agency requires and shall be entitled to the additional coverage and/or higher limits maintained by the Permittees. Applicable excess liability coverages may be used toward the minimum limits shown in this Section 8.

a. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

(2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01 - any auto.)

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance:

(4) Professional Liability Insurance appropriate to the Permittee's profession covering all negligent acts, errors and omissions.

b. **Minimum Limits of Insurance:** Permittee must maintain limits no less than:

(1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Permittee has employees.)

(4) Professional Liability Insurance: \$2,000,000 per claim and in the annual aggregate. If the Permittees' Professional Liability Insurance is "claims made" coverage, these minimum limits shall be maintained by the Permittees for no less than five (5) years beyond completion of the work under this Permit.

c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Successor Agency. At the option of the Successor Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the Successor Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees; or the Permittees shall provide a financial guarantee satisfactory to the Successor Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions:

(1) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The "Office of Community Investment and Infrastructure/Successor Agency to the Redevelopment Agency of the City and County of San Francisco, the City and County of San Francisco, and their respective commissioners, members, officers, agents and employees" are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Permittees; and liability arising out of the work or operations performed by or on behalf of the Permittees.

(ii) For any claims related to this Permit, the Permittees' insurance coverage must be primary insurance as respects to the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees. Any insurance or self-insurance maintained by the Agency, the City and their respective Commissioners, officers, agents and employees shall be excess of the Permittees' insurance and shall not contribute with it. Any insurance or self-insurance maintained by the Successor Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees shall be in excess of Permittees' insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Successor Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees.

(iv) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Successor Agency.

(v) Permittees hereby grant to the Successor Agency a waiver of any right to subrogation which any insurer of said Permittees may acquire against the Successor Agency by virtue of the payment of any loss under such insurance. Permittees agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the Successor Agency has received a waiver of subrogation endorsement from the insurer.

(2) If any of the required policies provide coverage on a claims-made basis:

(i) The Retroactive Date must be shown and must be before the date of the Permit or the beginning of the Permit work.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the permitted work.

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Permit effective date, the Permittees must purchase "extended reporting" coverage for a minimum of five years after completion of permit work.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise approved by the Successor Agency's Risk Manager.

f. Verification of Coverage. Permittees must furnish the Successor Agency with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Successor Agency. All certificates and endorsements are to be received and approved by the Successor Agency before work commences. The Successor Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

g. Subcontractors. Webcor shall provide insurance coverage for the Moscone Expansion Project that includes coverage for insured liabilities arising out of the work of all subcontractors of Webcor. All coverages for subcontractors shall be subject to all the requirements stated herein.

9. "As Is," Maintenance, Vacating: The Permit Area is accepted "AS IS" and entry upon the Permit Area by Permittees is an acknowledgment by Permittees that all dangerous places and defects in the Permit Area are known to it and are to be made secure and kept in such secure condition by Permittees. Permittees shall maintain the Permit Area so that it will not be unsafe, unsightly or unsanitary. Upon termination of the Permit (except if terminated under section 12, below), Permittees shall vacate the Permit Area and remove any and all personal property located thereon. Any and all personal property left by Permittees after they have vacated the Permit Area will be disposed of without notice by the Gardens Manager, or its designee. Successor Agency makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and

groundwater thereunder), or compliance with any Environmental Laws, and gives no indemnification, express or implied, for any costs of liabilities arising out of or related to the presence, discharge, migration or Release or threatened Release of the Hazardous Substance in or from the Permit Area.

10. Compliance With Laws:

a. **Compliance with all Laws:** All activities and operations of the Permittees and/or their agents, contractors or employees or authorized entries under this Permit shall be in full compliance with all applicable laws and regulations of the federal, state and local governments.

b. **Nondiscrimination:** The Permittees herein covenant for themselves and for all persons claiming in or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, gender identity, marital or domestic partner status, disability (including AIDS or HIV status), national origin or ancestry in the use, occupancy or enjoyment of the Permit Area.

11. Security of Permit Area: There is an existing fence with gates around the Permit Area:

Yes No

If "Yes" is checked above, Permittees shall maintain said fence in good condition and repair any damage caused by Permittees or as a result of the Permitted Use. Permittees may relocate the fence as needed, provided that the fence is restored to its original condition upon termination of the permit. During the term of the permit, the Permittees shall keep the Permit Area secure at all times.

12. Termination of Permit upon Transfer of Permit Area to City: This Permit shall terminate on the Transfer Date, which occurs upon the Successor Agency's transfer of the real property it owns or leases at YBG, including the Permit Area, to the City pursuant to the DOF-approved PMP.

13. Entry under Permittees' Authority: The Permit granted Permittees for the Permitted Use as defined in Section 3 shall mean and include all subpermittees, agents and employees of the Permittees. In this regard, Permittees assume all responsibility for the safety of all persons and property and any contents placed in the Permit Area pursuant to this Permit. All Permitted Use performed in the Permit Area and all persons entering the Permit Area and all property and equipment placed therein in furtherance of the permission granted herein is presumed to be with the express authorization of the Permittees.

14. Governing Law: This Permit shall be governed by and interpreted under the laws of the State of California.

15. Attorneys' Fees: In any action or proceeding arising out of this Permit, the prevailing party shall be entitled to reasonable attorneys' fees and costs. For purposes of this Permit, the reasonable fees of attorneys of either party shall be based on the fees regularly

charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the attorney's services for either party were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the San Francisco City Attorney's Office.

16. Supplementary Provisions:

- a. Is additional insurance required? Yes No

Additional Insurance: If "Yes" is checked above, Permittee shall obtain additional insurance consisting of insurance protecting against loss or damage to real and personal property caused by fire, water, theft, vandalism, malicious mischief or windstorm, and any other causes contained in standard policies of insurance. Permittee shall supply such insurance in an amount of not less than the replacement value of the buildings and improvements on the Permit Area, evidenced by a policy of insurance and/or certificate attached hereto in the form and on the terms specified above and with the Successor Agency and the City as additional insured.

- b. Is a fence and gate required? Yes No

Fence and Gate: If "Yes" is checked above, the Permittees shall, at its expense, erect a fence (with gate) securing the Permit Area before entry on the Permit Area and shall maintain said fence and gate in good condition and repair during the Time of Entry as defined in Section 3. Said fence and gate erected by Permittees shall constitute the personal property of Permittees.

- c. Is security personnel required? Yes No

Security Personnel: If "Yes" is checked above, Permittees shall provide necessary security personnel at its own expense to prevent unauthorized entry into Permit Area during:

- Daytime: Yes No Nighttime: Yes No

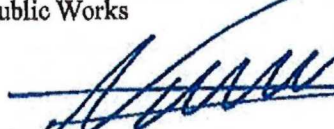


- d. Will subpermittees use the Permit Area? Yes No

Subpermittees: If "Yes" is checked above, each Subpermittee shall execute this Permit by which execution each such Subpermittee agrees to all of the terms, covenants and conditions hereof. However, Subpermittees may be covered under Permittees' insurance in lieu of obtaining and maintaining separate insurance pursuant to Section 7(g). As additional Subpermittees are identified for various aspects of the Permitted Use hereunder, they shall execute this Permit, if still valid, or a new permit to enter, before entering the Permit Area or commencing operations therein.

Permit Attachments:

- Attachment A – Permit Area/Agency Property
- Attachment B – Permanent Improvements to Agency Property
- Attachment C – Webcor Indemnification
- Attachment D – Webcor Insurance Requirements

IN WITNESS WHEREOF, the parties hereto have executed this instrument in triplicate as of _____, 2015.

<p>PERMITTEE City and County of San Francisco, a municipal corporation, acting by and through its Department of Public Works</p> <p>By:  Name: Mohammed Nuru Position: Director of Public Works 4/14/15</p>	<p>PERMITTEE Webcor Construction, LP, a California limited partnership, dba Webcor Builders</p> <p>By:  Name: Tony Rango Position: Senior Vice-President COO/EVP 4/17/15</p>	<p>PERMITTEE San Francisco Tourism Improvement District Management Corporation, a California corporation</p> <p>By:  Name: Lynn Farzani Position: Chair Program Director 4/17/15</p>
---	---	--

THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO,
a public body, corporate and politic

By: _____
Tiffany Bohee
Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
Interim General Counsel

[Authorized by Commission Resolution No. _____, adopted on _____, 2015, and Authorized by Oversight Board Resolution No. _____, adopted on _____, 2015]

APPROVED AS TO FORM:

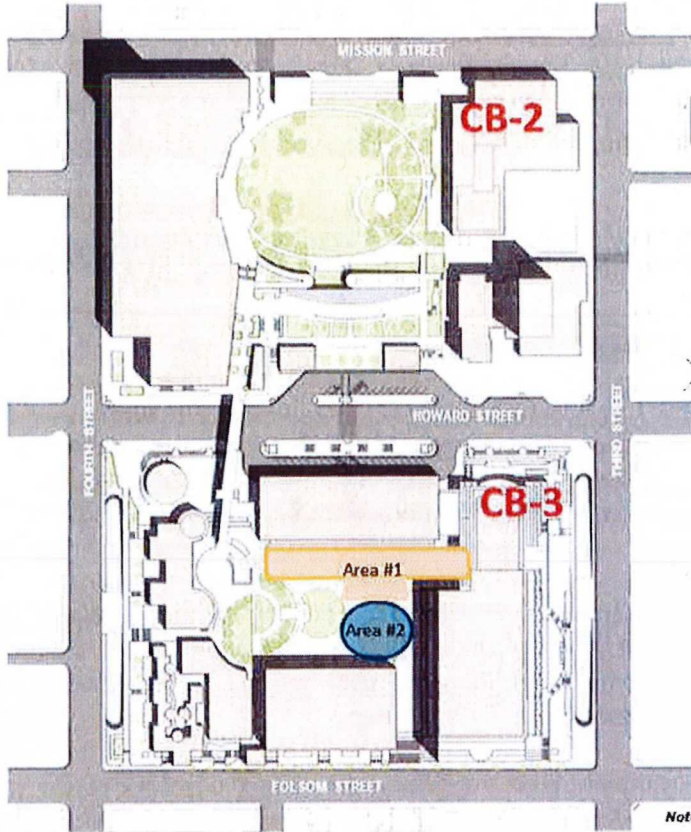
DENNIS J. HERRERA, CITY ATTORNEY

By: N/A
Deputy City Attorney

RECOMMENDED:

DEPARTMENT OF REAL ESTATE

By: 
John Updike
Director of Property



Attachment A
Permit Area/Agency Property
 (Existing Conditions)

Area #1

Learning Garden, Flexible Lawn/Amphitheatre,
 Tree-lined Walkway

Construction Timeframe
 May 2015 – November 2018

Area #2

Children's Garden Tot-Lot

Construction Timeframe
 August 2015 – September 2015

Note: Construction timeframes are projected and subject to change

Attachment B
Permanent Improvements to Agency Property

The City plans to improve and enhance the Agency Property shown on Attachment A. Other than the work described below, the rest of the Successor Agency's CB-2 and CB-3 property and improvements will remain unchanged and, except for access purposes described in Section 2 of this Permit, is excluded from this Permit.

The Successor Agency will not be responsible for any costs associated with construction of the improvements, enhancements, or utility mitigation measures related to the Agency Property.

The following constitute the "Permanent Improvements" under this Permit:

Area #1 – Learning Garden, Flexible Lawn/Amphitheatre, Tree-lined Walkway

The Moscone Expansion Project requires removal of existing children's garden improvements such as the learning garden, sundial garden, and a walkway lined with trees near the Moscone Center's existing south lobby. Demolition of these improvements is expected to start in May 2015.

The Permittees will create a new learning garden with larger specialized planting areas, a sloped lawn amphitheater with integrated seat-wall (which provides for multiple uses and programming), and a new public restroom. Additionally, new fencing will be installed to separate the children's garden uses from the Moscone Center uses.

Next to the learning garden, a new walkway with trees and landscaping will replace the trees along the existing walkway, which will be removed during construction. The new walkway will connect the CB-3 uses to a new mid-block alley, or "paseo," from Third Street between Howard and Folsom. A new public elevator will open onto the paseo. (The elevator and the paseo are located on City-owned property.) Construction of the new improvements is expected to happen in 2018.

The Permittees will continue to work with the community, the operators, CCM, community stakeholders, and the Gardens Manager to finalize any outstanding design issues and material selection for this new section of the children's garden.

Area #2 – Children's Garden Tot-Lot

The Permittee will create a new tot-lot for babies and toddlers with a specialized, tot-friendly rubber surface for increased safety, age-appropriate play equipment, and a new tot-secure fence and metal gate, which will enclose the tot-lot, separating the area from the rest of the CB-3 children's garden uses. The new tot-lot will occupy an area currently improved with lawn and landscaping close to the existing play circle and ice skating center. Construction of the new tot-lot is expected to start in August 2015 and wrap-up a few months later.

The Permittees will continue to work with the community, toddler parent groups, and the Gardens Manager to finalize any outstanding design criteria and selection of materials and play equipment for the new tot lot.

Attachment C
Webcor Indemnification

Webcor shall add the "Office of Community Investment and Infrastructure, successor agency to the Redevelopment Agency of the City and County of San Francisco" as an additional indemnified party under section 9.01 of the Agreement for CM/GC Services for Pre-Construction and Construction Phases between Webcor Construction, LP dba Webcor Builders and the San Francisco Tourism Improvement District Management Corporation, which prior to the addition of the above reads as follows:

"Article 9.01 Indemnification. To the fullest extent permitted by law, and consistent with California Civil Code section 2782 and Article 3 of the Contract General Conditions (Section 00 72 00), the CM/GC will assume the defense of (with legal counsel subject to approval of SFTIDMC), indemnify and hold harmless SFTIDMC, TID and MED, and their respective past, present and future directors, officers, agents and employees, and the City, and its past present and future Boards, Commissions, officers, employees, and authorized representatives, or any other persons deemed necessary by any of them as set forth in Article 3 of the General Conditions (Section 00 72 00) and Attachment K."

Attachment D

WEBCOR BUILDERS

Moscone Convention Center Expansion Project



(Moscone Center)

Wrap Up Insurance Manual

Date: 11/17/2014
(Updated 02/25/2015)

This Manual is part of the Contract Document

*This Manual **does not** and **is not** intended to provide coverage interpretations.
The terms and conditions of the Wrap Up policies alone govern how coverage is applied.*

**Webcor Builders
Moscone Convention Center Expansion Project**

WRAP UP INSURANCE MANUAL

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
Section 1	Wrap Up Program Overview	3
Section 2	Project Directory	4
Section 3	Definitions	5
Section 4	Wrap Up Coverage Summary <ul style="list-style-type: none"> • Overview of Coverages • <u>Workers' Compensation</u> Coverage Summary • <u>General Liability</u> Coverage Summary • <u>Excess Liability</u> Coverage Summary • Important Considerations 	8 8 9 11 11
Section 5	Project Insurance Requirements <ul style="list-style-type: none"> • Insurance Requirements for <u>ENROLLED</u> Contractors • Insurance Requirements for <u>EXCLUDED</u> Contractors 	12 14
Section 6	Project General Conditions <ul style="list-style-type: none"> • Outline of Contractor Duties and Responsibilities 	16
Section 7	Wrap Up Enrollment Procedures <ul style="list-style-type: none"> • Overview of Enrollment Procedures • Insurance Cost Bid Method • Wrap Up Form(s) Descriptions • Important Considerations • Enrollment Form • Insurance Cost Calculation Worksheet Form • Notice of Contract <u>AWARD</u> Form • Notice of Contract <u>COMPLETION</u> Form • Payroll Reporting • Monthly Payroll Reporting Form 	20 21 21 22 23 24 27 28 29 30
Section 8	Certificate of Insurance Requirements	31
Section 9	Claim Reporting Procedures <ul style="list-style-type: none"> • What To Do If An Injury Occurs? • How To Report A Claim • Insurance Carrier Contact Information • GL Loss Notice Reporting Form 	32 33 34 36
Section 10	Contractor Safety Requirements <ul style="list-style-type: none"> • Key Safety Standards That Must Be Implemented 	37

WRAP UP OVERVIEW

Welcome to the **WEBCOR BUILDERS** Controlled Insurance Program. Wrap Up or a controlled/consolidated insurance program is a centrally procured and managed insurance and risk control program implemented for a construction project or series of projects. The Wrap Up insurance program outlined in this manual provides **Workers Compensation & Employers Liability, General Liability** and **Excess Liability** coverage for Onsite operations only.

IMPORTANT CONSIDERATIONS

The Wrap Up is not intended to provide a complete insurance program to the Enrolled Contractor. The Enrolled Contractor may wish to purchase additional coverage as it deems necessary for its own account, at its own expense, and through its own efforts, for exposures not covered by this Wrap Up.

The Wrap Up policies of insurance procured and maintained shall not affect the Enrolled Contractor's liability to the Sponsor or others for the performance of any obligations assumed by Enrolled Contractor under the other applicable Contract Documents.

While the Sponsor will endeavor to maintain the Wrap Up with a scope of coverage equivalent to its present form, or broader, no warranty or representation is made that market conditions, cost, loss record, or other factors will not result in changes to the program at some future date. All Enrolled Contractors by the Sponsor will be promptly notified of any such changes along with appropriate instructions.

It is the intent of the Sponsor to maintain the insurance coverages identified herein. Enrolled Contractors should note that the present insurance coverages provided and maintained by Sponsor may afford broader coverage than required by the Contract Documents. However, the Sponsor does not warrant or represent to continue such broader coverage throughout the duration of the Contract Documents.

This Manual contains important information about the Wrap Up and we encourage you to read and review it with your own insurance broker. Please direct any questions about the program to **Wrap Up Insurance Solutions**, the Wrap Up Administrator.

NOTE; *This Manual **does not** and **is not** intended to provide coverage interpretations. The terms and conditions of the Wrap Up policies alone govern how coverage is applied. Participation in this Wrap Up program is mandatory but not automatic. Failure to provide required Wrap Up enrollment information prior to mobilization on-site could impact coverage under the Wrap Up.*

PROJECT DIRECTORY

Sponsor:	WEBCOR BUILDERS CCIP Program
General Contractor Representative:	Webcor Builders 818 Mission Street, 5th Floor San Francisco, California 94103 Mark Lambert, Sr Project Manager (415) 695-3830 / E-mail; mlambert@webcor.com
Insurance Broker:	Wells Fargo Insurance Services USA, Inc. <i>959 Skyway Road, 2nd Floor</i> <i>San Carlos, CA 94070</i> Brian McDonnell, CPCU, CRIS Senior Vice President & Managing Director Construction & Real Estate Practice (650) 413-4388 / E-mail; brian.mcdonnell@wellsfargo.com Mark Cartwright, Account Executive (650) 413-4220 / E-mail; mark.cartwright@wellsfargo.com
Claims Management	Wells Fargo Insurance Services USA, Inc. 959 Skyway Road, 2nd Floor San Carlos, CA. 94070 Steven Lee, Vice President, Property and Casualty Claims (650) 413-4270 (p) / (650) 413-4487 (f)
Wrap Administrator:	Wrap-Up Insurance Solutions 16100 Swingley Ridge Road, Ste 250 St. Louis, Missouri 63017 Larry Jackson, Senior Vice President (636) 489-0184 / E-mail; ljackson@wrapupsolutons.com Beth Jackson, ARM, Project Administrator (636) 489-0190 / E-mail; bjackson@wrapupsolutions.com

DEFINITIONS

<i>Wrap Up</i>	A controlled/consolidated insurance program is a centrally procured and managed insurance and risk control program implemented for a construction project or series of projects.
<i>Sponsor</i>	Webcor Builders
<i>Owner</i>	San Francisco Tourism Improvement District Management Corporation, in its capacity as owners association for the Moscone Expansion District
<i>Contractor</i>	WEBCOR BUILDERS ; the entity that has a contract with the Owner to perform work at the Jobsite. Sometimes may be referred to as a <u>General Contractor</u> or <u>Construction Manager</u> .
<i>Wrap Up Administrator</i>	Wrap Up Insurance Solutions
<i>Eligible Parties</i>	Contractor, Subcontractor(s) and Subcontractors - Any Tier performing labor or services at the Jobsite except for those designated as an Excluded Contractor.
<i>Subcontractor</i>	The person or entity that has a contract or purchase order with the Contractor to perform work at the Jobsite.
<i>Subcontractors – Any Tier</i>	Subcontractors and/or Sub-subcontractors; The person(s) or entities that has a contract or purchase order with a Subcontractor to perform work at the Jobsite.
<i>Contract Documents</i>	The documents executed between the Owner and Contractor and/or the Contractor and Subcontractor(s) and Subcontractors – Any Tier.
<i>Subcontract</i>	A written agreement between the Contractor and the Subcontractor, including Subcontractors – Any Tier.
<i>Jobsite / Project</i>	Generally defined as the project location and adjacent or nearby area(s) where incidental operations are performed, excluding permanent locations of any insured party. The Jobsite for this project is located at: <ul style="list-style-type: none"> • Moscone Convention Center – San Francisco, California
<i>Work</i>	Operations, as described in the Subcontract, performed at the Jobsite
<i>Onsite</i>	The premises <u>within</u> the area defined as the Jobsite/Project.
<i>Offsite</i>	The premises <u>outside</u> the area defined as the Jobsite/Project.
<i>Carrier</i>	The Insurance Company/Insurer named on a Wrap Up policy or certificate of insurance providing coverage for Wrap Up.
<i>Manual</i>	This Wrap Up Insurance Manual.

DEFINITIONS

(continued)

Enrolled Contractor(s)	Contractor, Subcontractor(s) and Subcontractors - Any Tier who have been enrolled in the Wrap Up Program by providing to the Wrap Up Administrator a completed and signed Enrollment Form. Wrap Up enrollment is considered complete when the Wrap Up Administrator has issued a certificate of insurance to the Enrolled Contractor.
Excluded Contractor(s)	<p>Examples of those Subcontractor(s) and/or Subcontractors - Any Tier who may not be eligible for enrollment are as follows:</p> <ol style="list-style-type: none"> 1. Any other parties whom the Sponsor and/or the Wrap Up Administrator, at their sole discretion, elect to exclude from the Wrap Up, even if otherwise eligible. 2. Entities who perform hazardous materials remediation, removal, and/or transport companies and their consultants; Contractors whose sole scope of work includes blasting and/or demolition. 3. Architects, surveyors, engineers, and soil testing engineers, and their consultants; 4. Any person and/or organization that fabricates and/or manufactures products, materials, and/or supplies away from the Jobsite. 5. Contract haulers or truckers (or those merely making deliveries or pickups from the project site); Vendors, suppliers (who do not perform or subcontract installation); Material dealers; Manufacturing representatives, equipment rental companies who perform equipment maintenance (does not apply to those who provide operators; and any others whose operation(s) and/or employee(s) is/are engaged solely in the loading, hauling, and/or unloading of material, supplies, and/or equipment to or from the Jobsite. <ul style="list-style-type: none"> o However, the Sponsor at its sole discretion may designate a fabricator or supplier as an Eligible Party/Enrolled Contractor in the event that it directly generates payroll at the Jobsite or its erection or installation by Subcontractor(s) and/or Subcontractors - Any Tier who generate payroll on the Jobsite. 6. Subcontractors and each of their respective Subcontractors - Any Tier who do not perform any actual labor on the Jobsite.
Insurance Cost Calculation	The Subcontractor and Subcontractors – Any Tier insurance cost that has been verified as accurate by the Wrap Up Administrator. This value can be defined as both the estimated amount executed at the commencement of Work at the Jobsite and/or the value calculated as a final amount at the conclusion of a subcontractor's Work at the Jobsite.
Subcontractor Insurance Cost	The amount of insurance costs for a Subcontractor and/or Subcontractors – Any Tier that would be required if the Wrap Up was not in place.
Enrollment Form	A document provided to the Wrap Up Administrator by a Contractor, Subcontractor(s) and/or Subcontractors – Any Tier requesting enrollment into the Wrap Up Program. Acceptance of this form by the Wrap Up Administrator is required before coverage can be authorized and confirmed by the Carrier.

DEFINITIONS

(continued)

<i>ICCW Form</i>	Insurance Cost Calculation Worksheet Form (ICCW Form) is the worksheet, provided by the Wrap Up Administrator, required to be completed and submitted by an Enrolled Contractor to calculate their Wrap Up Insurance Cost required by the Contract Documents. This is the amount that will be included in the subcontract price and identified as "Insurance Cost" for Workers' Compensation, General Liability and Excess/Umbrella Liability that will be provided by the Wrap Up Program for the Contractor, Subcontractor(s) and Subcontractors – Any Tier.
<i>Total Estimated Payroll</i>	The total amount of payroll, for each applicable trade classification, estimated to perform work at the Jobsite. These values will be used to calculate the Enrolled Contractor's Insurance Cost on the Insurance Cost Calculation Worksheet Form.
<i>Payroll Rate</i>	The amount calculated by dividing the Insurance Cost by the Total Estimated Payroll.
<i>Final Reported Payroll</i>	The total of all expended payroll for work performed at the Jobsite, for each contract.
<i>Final Audited Payroll</i>	The total of all expended payroll for work performed at the Jobsite, for each contract, and verified by the insurance Carrier at the sole discretion of the Sponsor, the Wrap Up Administrator and/or the Carrier.
<i>Final Insurance Calculation</i>	The amount calculated by multiplying the Payroll Rate by the Final Reported Payroll or Final Audited Payroll, if applicable.
<i>Final Insurance Adjustment</i>	The Final Insurance Cost minus the Initial Estimated Insurance Cost.

Any terms not defined herein shall have the meaning ascribed to them as shown in the Contract Documents and in this Wrap Up Insurance Manual.

WRAP UP COVERAGE SUMMARY

FINAL POLICY LIMITS, TERMS AND CONDITIONS ARE PENDING. THE FOLLOWING IS REPRESENTATIVE OF THE MINIMUM COVERAGE LIMITS, TERMS AND CONDITIONS ANTICIPATED FOR THIS PROJECT.

OVERVIEW

The purpose of a Wrap Up is to provide a consolidated insurance program to protect all Enrolled Parties against injuries and liabilities arising out of Work at the Jobsite.

The Wrap Up insurance program provides **Workers Compensation & Employers Liability**, **General Liability** and **Excess Liability** coverage for Onsite operations. Wrap Up coverages apply only to those operations of each Enrolled Contractor performed at the Jobsite in connection with their Work and only to Enrolled Contractors who are eligible for enrollment in the Wrap Up.

The Wrap Up coverages and exclusions summarized in this Wrap Up Insurance Manual are set forth in full in their respective insurance policy forms. The summary descriptions of the Wrap Up coverages are not intended to be complete, alter or amend any provision of the actual Wrap Up policies. In the event any provision in summary below conflicts with the Wrap Up insurance policies, the provisions of the policies shall govern. Enrolled Contractors are encouraged to review this information with their insurance agents or brokers.

COVERAGE SUMMARY

I. Wrap Up - Workers' Compensation & Employers Liability:

Carrier: American Zurich Insurance Company

Coverage Term: 12/01/2014 to 07/01/2018 (42 Months)

Separate Workers Compensation insurance policies will be issued to each Enrolled Contractor. The Wrap Up Carrier will report the payroll and loss experience incurred under the Wrap Up by each Enrolled Contractor to the applicable Workers Compensation Rating Bureau. This information will be used to calculate future Experience Modification Factors. Loss experience incurred under the Wrap Up will impact future Experience Modification Factors.

Wrap Up - Workers Compensation Insurance	Statutory Limits Apply
Wrap Up - Employers Liability Insurance	
❖ Bodily Injury by Accident, each accident	\$1,000,000
❖ Bodily Injury by Disease, each employee	\$1,000,000
❖ Bodily Injury by Disease, policy limit	\$1,000,000

WRAP UP COVERAGE SUMMARY

(continued)

FINAL POLICY LIMITS, TERMS AND CONDITIONS ARE PENDING. THE FOLLOWING IS REPRESENTATIVE OF THE MINIMUM COVERAGE LIMITS, TERMS AND CONDITIONS ANTICIPATED FOR THIS PROJECT.

II. Commercial General Liability Insurance

This Coverage Summary outlines the coverages provided for you by the CCIP. **Webcor makes no warranty or representation that the CCIP coverages constitute an insurance portfolio which adequately addresses all the risks faced by you.** If you desire, you may supplement coverages provided by the CCIP at your expense.

The coverages outlined in the following pages are only a summary of what is provided by the CCIP. The policies are the governing documents to refer to for actual terms and conditions.

Coverage: Commercial General Liability including Products & Completed Ops.

Named Insureds: Owner, San Francisco Tourism Improvement District (TID), San Francisco Moscone Expansion District (MED), City & County of San Francisco, the Successor Agency to the Redevelopment Agency of the City (aka the "Office of Community Investment and Infrastructure" or "OCII"), and their respective past, present and future directors, officers, members, commissioners, agents and employees, Webcor Builders and Subcontractors of all tiers, as applicable

Carrier: Gemini Insurance Company **Coverage Term:** 12/01/2014 to 07/01/2018
(42 Months)

Policy wording is subject in all respects to the terms, conditions and limitations of the policy in current use by the insurer, unless otherwise specified.

Coverages/Limits:

All limits are per occurrence and in the aggregate for the Project except for the Products/Completed Operations Aggregate Limit, which extends 10 years following Project completion.

Coverage	Limits
Each Occurrence Limit	\$2,000,000
Advertising Injury/Personal Injury Limit	\$2,000,000
General Aggregate	\$4,000,000
General Aggregate – Products/Completed Operations	\$4,000,000
Fire Legal Liability	\$100,000
Medical Payments	\$10,000

WRAP UP COVERAGE SUMMARY

(continued)

Endorsements and Amendments of Coverage (General Liability):

IL 00 17 11 98 - Common Policy Conditions
 SCHED 03 08 - Schedule of Forms
 CG 00 01 12 07 - Commercial General Liability Coverage Form
 CMNDEC 03 08 - Common Declarations
 CGLDEC 03 08 - Commercial General Liability Declarations
 POLCVLTR 07 12 - Vela Policy Coverletter
 VE 0554 06 11 - Lessons Learned
 VE 6709 10 11 - Claims Reporting
 VE 0525 08 11 - California Disclosure Notice
 CR 0211 01 05 - Named Insured Endorsement
 CG 21 47 07 98 - Employment-Related Practices Exclusion
 VE 6608 10 11 - Asbestos or Beryllium Exclusion (Absolute)
 IL 0021 05 04 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)
 VE 0506 10 11 - Minimum Premium and Minimum Retained Premium Amendatory Endorsement
 VE 0536 10 11 - Deductible Liability Insurance
 VE 0494 10 11 - Lead Exclusion (Absolute)
 VE 0101 10 11 - Fungus or Spore Exclusion
 VE 0209 11 04 - Bodily Injury Redefined
 CG 20 28 11 85 - Additional Insured - Lessor of Leased Equipment
 CG 2010 10 01 - Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
 VE 0436 08 10 - 60 Day Notice of Cancellation
 CG 21 44 07 98 - Limitation of Coverage to Designated Premises or Project
 CG 24 04 10 93 - Waiver of Transfer of Rights of Recovery Against Others to Us
 CG 21 73 01 08 - Exclusion of Certified Acts of Terrorism
 VE 0393 08 08 - Extended Products-Completed Operations Hazard Endorsement
 VE 7902 10 11 - Service of Suit - State of California
 VE 0358 11 08 - Primary/Non-Contributory
 CG 2037 07 04 - Additional Insured - Owners, Lessees or Contractors - Completed Operations
 VE 0261 06 09 - Exclusion - Residential Work
 CG 22 80 07 98 - Limited Exclusion - Contractors - Professional Liability
 CR 0213 01 05 - Amendment - Damage to Property
 VE 0201 01 05 - Amendment - Damage to Your Work
 CR 0301 11 06 - Contractors Products-Completed Operations Hazard with Repair Work - Applicable Law
 CR 0212 01 05 - Amendment - Products-Completed Operations Hazard
 CG 0437 12 04 - Electronic Data Liability
 CG 2013 05 09 - Additional Insured - State or Governmental Agency
 CG 2417 1001 - Contractual Liability - Railroads
 CG2165 12 04 - Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment
 VE 0530 01 11 - Sole Agent
 VE 0539 02 11 - Knowledge of Occurrence
 VE 0540 02 11 - Unintentional Errors and Omissions
 VE 0541 01 11 - Amendment of Other Insurance
 AD 66 16 04 09 - Endorsement
 AD 66 16 04 09 - Endorsement
 AD 66 16 04 09 - Endorsement
 AD 66 16 04 09 - Endorsement

WRAP UP COVERAGE SUMMARY

(continued)

FINAL POLICY LIMITS, TERMS AND CONDITIONS ARE PENDING. THE FOLLOWING IS REPRESENTATIVE OF THE MINIMUM COVERAGE LIMITS, TERMS AND CONDITIONS ANTICIPATED FOR THIS PROJECT.

III. Wrap Up – Excess Liability Insurance
(excluding **Automobile** and **Professional Liability** and **Pollution Liability**):

Combined Single Limit	\$100,000,000
General Annual Aggregate	\$100,000,000
Products and Completed Operations Aggregate Limit*	\$100,000,000

* All limits are per occurrence and in the aggregate for the Project except for the Products/Completed Operations Aggregate Limit, which extends 10 years following Project completion.

Carriers:

XS Layer	Carrier Name	Limits	Cvg Term
Lead XS	Ironshore Specialty Insurance Co.	\$10MM	12/01/2014 to 07/01/2018
2 nd XS	Endurance American Specialty Insurance Co.	\$15MM	12/01/2014 to 07/01/2018
3 rd XS	Lexington Insurance Co.	\$25MM	12/01/2014 to 07/01/2018
4 th XS	Aspen Specialty / Great American (50/50%)	\$50MM	12/01/2014 to 07/01/2018

This coverage is subject to its own terms and conditions and is excess of the employers liability and general liability limits stated above. This insurance will not extend coverage for products liability to any insured party, vendor, supplier, material dealer, or others for any product manufactured, assembled or otherwise worked upon away from the Jobsite. It also does not provide the Enrolled Contractor with excess coverage over other types of liability policies, such as auto liability insurance. The total available limits to all insureds are combined.

Named Insureds: Owner, San Francisco Tourism Improvement District (TID), San Francisco Moscone Expansion District (MED), City & County of San Francisco, the Successor Agency to the Redevelopment Agency of the City (aka the “Office of Community Investment and Infrastructure” or “OCII”), and their respective past, present and future directors, officers, members, commissioners, agents and employees, Webcor Builders and Subcontractors of all tiers, as applicable

IMPORTANT CONSIDERATIONS

The Wrap Up is not intended to provide a complete insurance program to the Enrolled Contractor. The Enrolled Contractor may wish to purchase additional coverage as it deems necessary for its own account, at its own expense, and through its own efforts, for exposures not covered by this Wrap Up.

The Wrap Up policies of insurance procured and maintained shall not affect the Enrolled Contractor's liability to the Sponsor or others for the performance of any obligations assumed by Enrolled Contractor under the other applicable Contract Documents.

While the Sponsor will endeavor to maintain the Wrap Up with a scope of coverage equivalent to its present form, or broader, no warranty or representation is made that market conditions, cost, loss record, or other

factors will not result in changes to the program at some future date. All Enrolled Contractors by the Sponsor will be promptly notified of any such changes along with appropriate instructions.

It is the intent of the Sponsor to maintain the insurance coverages identified herein. Enrolled Contractors should note that the present insurance coverages provided and maintained by Sponsor may afford broader coverage than required by the Contract Documents. However, the Sponsor does not warrant or represent to continue such broader coverage throughout the duration of the Contract Documents.

SECTION 5

PROJECT INSURANCE REQUIREMENTS

ENROLLED CONTRACTORS

Since the Wrap Up coverages only applies to Work performed at the Jobsite, Enrolled Contractors must also provide evidence of Workers Compensation, General Liability, and Excess/Umbrella Liability for their **Offsite** operations and/or exposures. Additionally, Enrolled Contractors must obtain and maintain insurance coverage in both a form and amount acceptable to the Sponsor.

Excluded Contractor(s) and Parties no longer covered by the Wrap Up must provide evidence of their insurance coverage as outlined in **Section 5, pages 14 & 15** of this Manual.

A Certificate of Insurance must be provided as evidence of the required coverages prior to the start of Work at the Jobsite.

REQUIRED COVERAGES

- Workers' Compensation** ❖ Statutory Workers Compensation Insurance and Employers Liability insurance with statutory limits as required by law, including Longshore and Harbor Workers coverage and Maritime coverage, if appropriate, while **away** from the Jobsite.
- General Liability** ❖ Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form"), including products and completed operations coverage and broad form contractual liability coverage.
- Excess Liability** ❖ Excess/Umbrella Liability Insurance

The **Commercial General Liability** and **Excess/Umbrella Liability** policies must be endorsed to include additional entities, as the Sponsor may request, as additional insured. At the minimum the additional insured entities will include:

Webcor Builders, City & County of San Francisco, Office of Community Investment and Infrastructure (OCII), San Francisco Tourism Improvement District Management Corporation, San Francisco Tourism Improvement District, San Francisco Moscone Expansion District, the State of California, and their respective past, present and future directors, officers, members, commissioners, agents, employees, servants successors and assigns

The insurance must apply on a primary basis on behalf of the additional insureds and any other insurance available to the additional insureds shall be excess. If the contractor's policies do not apply on this basis, appropriate modifications must be made to comply with this provision.

PROJECT INSURANCE REQUIREMENTS

(continued)

ENROLLED CONTRACTORS

(continued)

- Automobile Liability** ❖ Standard Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers. If transporting hazardous waste/materials from the Site, the MCS-90 Endorsement must be attached and supplied to the Sponsor on a primary basis with acceptable limits of liability.
- Other Coverages** ❖ At the Sponsor's discretion other insurance coverages may be required by Contract Documents.
- ❖ Examples of the type of coverages which may be required and are **not** provided under the Wrap Up may include but is not limited to; contractor's equipment floater, hazardous material liability and/or pollution liability insurance & aviation and/or watercraft liability insurance.

REQUIRED LIMITS

The following insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of a policy:

Workers' Compensation Employers Liability	Coverage must at a minimum apply to the State in which the Project resides.	Statutory Limits
	Bodily Injury by Accident, each accident	\$1,000,000
	Bodily Injury by Disease, each employee	\$1,000,000
	Bodily Injury by Disease, policy limit	\$1,000,000
General Liability	Each Occurrence Limit	\$1,000,000
	General Aggregate—Other Than Products/Completed Operations	\$2,000,000
	Products and Completed Operations Aggregate	\$2,000,000
	Personal/Advertising Injury	\$1,000,000
Excess Liability	Per Occurrence / Aggregate	\$2,000,000
Automobile Liability	Combined Single Limit	\$1,000,000

Carrier ratings and coverage limits are subject to approval by the Sponsor. The Sponsor reserves the right to require alternative limits (higher or lower) for individual Subcontractors at their discretion.

PROJECT INSURANCE REQUIREMENTS

(continued)

EXCLUDED CONTRACTORS

To the extent any Subcontractor is, for whatever reason, **not** covered as an insured under the Wrap Up Program, the Sponsor shall require the Subcontractor to provide certain insurance coverages at their expense. This insurance shall be in both a form and amount acceptable to the Sponsor. Such coverages must remain in force for both **Onsite** and **Offsite** exposures and shall include the Sponsor as additional insured. It will provide appropriate waivers of subrogation and must be endorsed to include additional entities, as the Sponsor may request, as additional insureds. At a minimum the additional insured entities will include:

Webcor Builders, City & County of San Francisco, Office of Community Investment and Infrastructure (OCII), San Francisco Tourism Improvement District Management Corporation, San Francisco Tourism Improvement District, San Francisco Moscone Expansion District, the State of California, and their respective past, present and future directors, officers, members, commissioners, agents, employees, servants successors and assigns

The insurance must apply on a primary basis on behalf of the additional insureds and any other insurance available to the additional insureds shall be excess. If the contractor's policies do not apply on this basis, appropriate modifications must be made to comply with this provision.

A Certificate of Insurance must be provided as evidence of the required coverages prior to the start of Work at the Jobsite.

REQUIRED COVEAGES

- | | |
|-------------------------------------|---|
| <i>Workers' Compensation</i> | ❖ Statutory Workers Compensation Insurance and Employers Liability insurance with statutory limits as required by law, including Longshore and Harbor Workers coverage and Maritime coverage, if appropriate. |
| <i>General Liability</i> | ❖ Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form"), including products and completed operations coverage and broad form contractual liability coverage. |
| <i>Excess Liability</i> | ❖ Excess/Umbrella Liability Insurance |

PROJECT INSURANCE REQUIREMENTS

(continued)

EXCLUDED CONTRACTORS

(continued)

- | | |
|-----------------------------|--|
| Automobile Liability | ❖ Standard Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers. If transporting hazardous waste/materials from the Site, the MCS-90 Endorsement must be attached and supplied to the Sponsor on a primary basis with acceptable limits of liability. |
| Other Coverages | ❖ At the Sponsor's discretion other insurance coverages may be required by Contract Documents.

❖ Examples of the type of coverages which may be required and are not provided by the Sponsor are; contractor's equipment floater, hazardous material liability and/or pollution liability insurance & aviation and/or watercraft liability insurance. |

REQUIRED LIMITS

The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of a policy.

Workers' Compensation Employers Liability	Coverage must at a minimum apply to the State in which the Project resides.	Statutory Limits
	Bodily Injury by Accident, each accident	\$1,000,000
	Bodily Injury by Disease, each employee	\$1,000,000
	Bodily Injury by Disease, policy limit	\$1,000,000
General Liability	Each Occurrence Limit	\$1,000,000
	General Aggregate—Other Than Products/Completed Operations	\$2,000,000
	Products and Completed Operations Aggregate	\$2,000,000
	Personal/Advertising Injury	\$1,000,000
Excess/Umbrella Liability	Each Occurrence Limit	\$2,000,000
	General Annual Aggregate	\$2,000,000
	Products and Completed Operations Aggregate Limit	\$2,000,000
Automobile Liability	Combined Single Limit	\$1,000,000

Carrier ratings and coverage limits are subject to approval by the Sponsor. The Sponsor reserves the right to require alternative limits (higher or lower) for individual Subcontractors at their discretion.

PROJECT GENERAL CONDITIONS

**Subcontractor
Obligations****Subcontractor(s) and/or Subcontractors – Any Tier shall:**

- I. Incorporate the terms of this Manual in all Subcontracts.
- II. Provide each of its subcontractors with a copy of this manual and assure subcontractor compliance with the provision of the Wrap Up insurance policies, this manual and the Contract Documents.
- III. Acknowledge, and require all of its subcontractors to acknowledge in writing, that the Sponsor and the Wrap Up Administrator are not agents, partners or guarantors of the insurance companies providing coverage under the Wrap Up (each such insurer, a "Wrap Up Insurer") and that the **WEBCOR BUILDERS** is not responsible for any claims or disputes between or among subcontractor and any Wrap up Insurer(s). Any type of insurance coverage or limits of liability in addition to the Wrap Up Coverages that subcontractor or any tier requires for its own protection, or that is required by applicable laws or regulations, shall be subcontractor's sole responsibility and expense and shall not be billed to the Sponsor.
- IV. Cooperate fully with the Wrap Up Administrator and the Wrap up Insurers, as applicable, in its or their administration of the Wrap Up.
- V. Provide, within ten (10) business days of the Sponsor or the Wrap Up Administrator's request, all documents or information as requested from the subcontractor. Such information may include but is not limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, or other such data or information the Sponsor, the Wrap Up Administrator, or Wrap Up Insurers may request in the administration of the Wrap Up or as required by this Manual.
- VI. Subcontractors acknowledge that they are aware that the Sponsor has elected to implement a Wrap Up program at this Jobsite. Any reference or summary in the Agreements, this Manual, or elsewhere in any other Contract Document; as to the amount, nature, type or extent of Wrap Up Coverages and/or potential applicability to any potential claim or loss, is for reference only. Subcontractor (any tier) have not relied upon said reference but solely upon their own independent review and analysis of the Wrap Up coverages, in the formulation of any understanding and/or belief as to the amount, nature, type or extent of any Wrap Up Coverages and/or its potential applicability to any potential claim or loss. This Manual **does not** and **is not** intended to provide coverage interpretations. The terms and conditions of the Wrap Up policies alone govern how coverage is applied.

PROJECT GENERAL CONDITIONS

(continued)

<i>Conflicts</i>	In the event of a conflict, the provisions of the agreement and its other related Contract Documents shall govern, then the provisions of this manual.
<i>Duty of Care</i>	Nothing contained in this Manual shall relieve the subcontractor (any tier) of their respective obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents.
<i>Withhold of Payments</i>	The Sponsor and/or their agents shall withhold payments to a subcontractor (any tier) the Wrap Up Insurance Cost applicable to the initial price and to all change orders, additions to the work, or increases in payroll or man-hours from that shown on the Wrap Up Administrators Insurance Cost Calculation Worksheet Form. In the event of an audit by the Sponsor and/or the Wrap Up Administrator and/or their agents, if the Enrolled Contractor's records and information reveals a discrepancy in the insurance costs, payroll, safety or any other information required by the Contract Documents, or reveals the inclusion of the Wrap Up Insurance Costs in any payment for the Work, the Sponsor shall have the right to withhold payment to the Enrolled Contractor the cost of all such Wrap Up Insurance Cost Calculations. If the Enrolled Contractor fails to timely comply with the provisions of this Manual, the Sponsor may withhold any payments due the Enrolled Contractor until such time as they have performed the requirements of this Manual.
<i>Audits</i>	The Enrolled Contractor agrees that the Sponsor, the Wrap Up Administrator, the Wrap Up Carrier and/or their agents, may audit an Enrolled Contractor's payroll records, books and records, insurance coverages, insurance cost information, or any other information that Enrolled Contractor provides to the Sponsor, the Wrap Up Administrator or the Wrap Up Carrier to confirm their accuracy.
<i>Certificates of Insurance</i>	<p>A Certificate of Insurance evidencing the required coverage shall be submitted to WEBCOR BUILDERS prior to commencement of any Work at the Jobsite. This requirement applies to both Enrolled Contractors and Excluded Contractors. Failure of any Subcontractor (any tier) or other party to file such Certificate of Insurance shall not relieve such party of its responsibility to carry and maintain such insurance.</p> <p>All Certificates of Insurance should be submitted to the WEBCOR BUILDERS as outlined in Section 8 of this Manual</p>
<i>Builders Risk Coverage</i>	At the Sponsor's sole discretion, a deductible contribution of \$25,000, per occurrence, will apply to Subcontractors whose acts and/or actions are responsible for causing a covered loss
<i>General Liability Deductible</i>	At the Sponsor's sole discretion, a deductible contribution of \$25,000, per occurrence, will apply to Subcontractors whose acts and/or actions are responsible for causing a covered loss

PROJECT GENERAL CONDITIONS

(continued)

**Waivers of
Subrogation**

1. Subcontractor waives and releases the Owner, WEBCOR BUILDERS, the Indemnified Parties, the Wrap Up Administrator and any of its affiliates, shareholders, members, partners, managers, officers, employees, agents, consultants and any other contractor or subcontractor performing work or rendering services on behalf of the **WEBCOR BUILDERS** in connection with the planning, development and construction of the Project from:
 - a. All rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage;
 - b. All assertions of legal rights, including demands or legal actions (whether filed or threatened), alleging responsibility for Losses (collectively, "Claims"), and;
 - c. All actual or alleged liabilities, costs or expenses (including attorneys' fees and other costs of legal or alternative dispute resolution proceedings), losses, damages (including actual, consequential, and punitive), hurts, judgments, or penalties of whatever nature or description, incurred by a person or property, including
 - i. Harm to or impairment, loss, or diminution in the value of tangible or intangible property or its use, including loss of business or revenues,
 - ii. Physical harm to or death of a natural person, or
 - iii. "Personal and advertising injury" as such term or terms are defined by the December 2004 edition of Insurance Services Office ("ISO") commercial general liability insurance form CG 00 01 (collectively, "Losses"), which Claims or Losses are covered by the insurance provided under the Wrap Up, provided that the parties do not waive Claims with respect to Wrap Up insurance proceeds held by the **WEBCOR BUILDERS** or Subcontractor as a fiduciary.
2. Where permitted by law, the waivers and releases contained in this agreement will survive the end of the Term of this Contract, and will apply even if a Claim or Loss arose, in whole or in part, from the ordinary negligence or strict liability of the intended beneficiary of the waiver or release. Subcontractor will obtain similar waivers from other participants in the Wrap Up. All insurance policies included in the Wrap Up will contain waivers of subrogation (by endorsement if necessary). A waiver of subrogation will be effective as to a person or entity even though that person or entity:
 - a. Would otherwise have a duty to indemnify, whether such duty is statutory, contractual, or otherwise,
 - b. Did not pay the insurance premium directly or indirectly, and
 - c. With respect to property damage, whether or not the person or entity had an insurable interest in the property damaged. The Wrap Up Program shall provide such waivers of subrogation by endorsement or otherwise. It is the intent of the parties to expressly agree to mutually waive or release any liability arising out of or relating to this Subcontract.

PROJECT GENERAL CONDITIONS

(continued)

Safety

The importance of safety awareness in the Sponsor's corporate philosophy cannot be stressed enough. The approach is simple: substandard safety conditions and practices will **not** be tolerated. The General Contractor will be responsible to provide and enforce a **Site Specific Safety Plan**. All Enrolled Contractors **must** comply with the site specific plan. The Sponsor and its agents are not responsible for Jobsite safety. The General Contractor's safety policies, procedures and codes of practice must be in compliance with current federal and state occupational health and safety standards. Some requirements may exceed these minimum safety standards. Enrolled Contractors shall be solely responsible for the safety of their employees working at the Jobsite. All Enrolled Contractors must comply with the standards imposed/addressed in the General Contractor's **Site Specific Safety Plan**.

Claim Reporting

Enrolled Contractors must report all injuries, occupational related illnesses or property damage to the Site Safety manager. Failure to report a claim within 24 hours of an occurrence may result in a fine and/or penalty, up to and including removal from the Jobsite the offending parties.

Modified / Alternate Duty Program

Where permitted by law, Modified / Alternate Duty work is to be considered in **ALL** cases where warranted. All Enrolled Contractors' must provide a Modified / Alternate Duty Program for an employee who has sustained a work related injury or illness and is medically unable to perform all or any part of their normal duties during any part of the regular work day or shift. The Sponsor and the Wrap Up Carrier will determine reasonable accommodations. Failure of a Contractor to provide reasonable Modified Alternative Duty to an injured worker may at Webcor's sole discretion result in a \$1,500 weekly assessment against the Contractor until the injured employee is returned to work in either a modified alternative duty position or full duty.

WRAP UP ENROLLMENT PROCEDURES

OVERVIEW

Participation and compliance with the Wrap Up is mandatory for all tiers of contractors and subcontractors. All tiers of contractors and subcontractors will be enrolled in the Wrap Up unless specifically excluded in writing. Enrollment in the Wrap Up program is required, but is not automatic.

Failure to provide required Wrap Up enrollment information prior to mobilization on-site could impact coverage under the Wrap Up. Communications from the Wrap Up Administrator should be considered Sponsor communications. If any conflict exists between this Wrap Up Insurance Manual and the Wrap Up insurance policies, the Wrap Up insurance policies will prevail.

It is recommended that all enrolled contractors notify their insurance representative that they are participating in a Wrap Up. Coverage may need to be endorsed to be excess and contingent over the Wrap Up coverage provided under this Program for Onsite activities.

Failure to comply with the Wrap Up enrollment procedures will result in all or any one of the following actions by the Sponsor;

- ❖ **No admittance to the Jobsite until the enrollment documents are received,**
- ❖ **No insurance and/or coverage provided by the Wrap Up program;**
- ❖ The Sponsor may require a withhold progress payment for Subcontractors that are not in compliance.
- ❖ Submission of a "No Known Loss Letter" (when applicable) to the Wrap Up Administrator and/or the Carrier.

INSURANCE COSTS BID METHOD

Each Subcontractor is required to submit their bid(s) and **any subsequent change orders** with their insurance costs **INCLUDED** for this Project. The **INCLUDED** insurance costs include the cost(s) to provide Workers' Compensation, General Liability and Excess/Umbrella Liability for this Project. All other insurance costs as outlined in this Manual should be included in the bid. Each Subcontractor is required to submit a separate and completed **Insurance Cost Calculation Worksheet Form**.

The Insurance Cost Calculations will be based upon the rates that were effective at the time of contract award. In the event that a Subcontractor has not determined their subcontractors or does not have their subcontractors' insurance costs at the time of bidding, a **TBD%** of Contract Value estimate will be used to calculate the insurance costs associated with the subcontracted portion of the contract. At the conclusion of the contract, a final audit will be performed and all payrolls incurred on the Project will be reported to the Wrap Up Carrier and the appropriate State insurance department.

Insurance Cost Calculations for Subcontractor "Loss Sensitive" Programs:
(i.e. large deductible or retrospective rated programs)

If a Subcontractor is participating in any type of a retained loss program (i.e. self-insured, large deductible or retrospective rated insurance programs), the insurance credit will be developed using their program's fixed costs and the Subcontractor's actual loss history during the requested time period and its program fixed costs. The fixed costs include but are not limited to the Excess Insurance premiums, Claims Administration charges and Claim Development factors. Verification of the Experience Modification for Workers' Compensation and a Minimum of 5 years Loss History must be provided.

WRAP UP ENROLLMENT PROCEDURES

Subcontractors with fully insured programs must provide documentation as follows:

- ❖ Workers' Compensation Policy Declarations Page;
- ❖ Workers' Compensation Rating/Information Page (s);
- ❖ Workers' Compensation Experience Modification Worksheet;
- ❖ General Liability Policy Declarations Page;
- ❖ General Liability Rating/Information Page (s);
- ❖ Excess Liability Policy Declarations Page;
- ❖ Excess Liability Rating/Information Page (s)

In addition to the information requested above, Subcontractors with "Loss Sensitive" programs must also provide documentation as follows:

- ❖ Carrier Deductible/Payment Agreements
- ❖ Detailed independent third party actuarial report(s) upon which the self-insured program and its rating are based
- ❖ The Subcontractor's program(s) aggregate loss rate.
- ❖ The Subcontractor's Insurance carrier(s) Loss Estimate ("Loss Pick"). This information must be provided on the Carrier's letterhead.
- ❖ Minimum 5 years Loss History
- ❖ Schedule of Values
- ❖ And any other documentation and/or information, requested by the Sponsor and/or Wrap Up Administrator at their sole discretion, to assist them in the validation a Contractor's insurance cost.

WRAP UP FORMS

Enrollment Form

Enrollment in the Wrap Up program is required and not automatic. To enroll in the program, the "Enrollment Form" must be completely filled out and returned to the Wrap Up Administrator within **Ten (10) business days** after notification of contract award or no less than prior to your mobilization to the Jobsite. This form is necessary to provide coverage for the Contractor on the project. If the Contractor is uncertain as to the estimated on-site date, leave this part of the form blank and call the Wrap Up Administrator before going on-site. Be sure to provide your FEIN number. All payroll estimates should be for on-site payroll only.

Complete the attached **Enrollment Form** application, then e-mail and/or fax to:

Wrap Up Insurance Solutions

Attention: Beth Jackson, ARM, Project Administrator
16141 Swingley Ridge Road, Ste 100
Chesterfield, Missouri 63017
636-489-0190 office / 636-536-0475 fax / E-mail; bjackson@wrapupsolutions.com

ICCW FORM

Insurance Cost Calculation Worksheet FORM; This form is to be completed and submitted by an Enrolled Contractor to assist in the calculation of their Wrap Up Insurance Cost as required by the Contract Documents. The amount calculated on the Insurance Cost Calculation Worksheet should equal the amount identified as the Insurance Cost in the bid or proposal form.

Notice of Subcontract Award

This form must be completed by any contractor that has subcontractors. They must advise Wrap Up Administrator of the company name, address, contact name, telephone number fax number and FEIN number of all subcontractors that will be working onsite of this project.

Notice of Completion

This form notifies the Wrap Up Administrator that an Enrolled Contractor has completed its on-site labor by contract.

WRAP UP ENROLLMENT PROCEDURES**IMPORTANT CONSIDERATIONS**

General Contractor will assist the Wrap Up Administrator with Subcontractor compliance. Subcontractors of the General Contractor are responsible for all sub-subcontractors. The Wrap Up Administrator will review all loss cost allocation/rates based upon a Subcontractor's experience outside of the Sponsor's program. **Insurance Broker and Agent summary letters will not be accepted as proof of insurance for any rate calculation.** All documents are subject to the Sponsor and/or their Wrap Up Administrators acceptance and approval. If a contractor enters into agreement to perform Work at the Jobsite with a lower tier subcontractor, their responsibilities are as follows:

- ❖ The Wrap Up Manual and all requirements within it are to be incorporated into the subcontract agreement.
- ❖ All subcontractors of the General Contractor are responsible to notify the General Contractor and the Wrap Up Administrator of all subcontract awards, so enrollment into the Wrap Up is timely.
- ❖ All Subcontractors will be required to meet all Wrap Up insurance requirements, unless specifically excluded in writing by the Sponsor and/or their Wrap Up Administrator. Participation is mandatory at all subcontractor levels. Subcontractors of the General Contractor will be held responsible for payment of all subcontracted insurance credits. **Temporary Labor services and Staff Leasing Companies are to be treated as Enrolled Contractors at the Sponsor and/or Administrators discretion.**

WEBCOR BUILDERS
Moscone Convention Center Expansion Project
Insurance Calculation Worksheet

SECTION 1. CONTRACTOR/SUBCONTRACTOR/TIER SUBCONTRACTOR

- A. Your Company Name: _____
- B. Contact Name: _____ Phone: _____
 Cell: _____ Fax: _____ E-Mail: _____
- C. Address (no P.O. Box): _____
 Street City State Zip

SECTION 2. PROJECT INFORMATION

- A. Who are you contracted with? _____ Contract Amount: \$ _____
- B. Your Firm is: Prime Subcontractor Tier-Subcontractor Other: _____
- C. Brief description of your work: _____
- D. % Subcontracted to others: _____
- E. Estimated Start Date: ____/____/____ Estimated Completion Date: ____/____/____
- F. Do you plan to have operations directly related to this project away from the project premises? Yes No
- G. If "Yes", please describe off-site operations, including; VALUE, SCOPE and LOCATION of work to be performed:

H. **Estimated Field Labor: USE UNBURDENED LABOR ONLY**

WC Classification	WC Class Code	On-Site Payroll \$	On-Site Hours

SECTION 3. WORKERS' COMPENSATION COST ESTIMATE

- A. WC Insurer: _____ EMR _____ Period of Insurance ____/____/____ to ____/____/____
- | Class Code | Rate | Increased Limits | Discount/Charges Description | +/- | |
|------------|------|------------------|------------------------------|-----|--|
| | | | | | |
| | | | | | |
| | | | | | |
- C. **Total Workers' Compensation Insurance Premium:**

SECTION 4. GENERAL LIABILITY & EXCESS LIABILITY COST ESTIMATE

- A. GL Insurer: _____ Deductible/SIR \$ _____ Period of Insurance ____/____/____ to ____/____/____
- | Class Code | Rate | Rate Per: Payroll / Receipts | Rate Per: \$100 \$1,000 | Subcontracted Rate |
|------------|------|------------------------------|-------------------------|--------------------|
| | | | | |
| | | | | |
- C. **Total General Liability Insurance Premium:**
- D. EXCESS Insurer: _____ Deductible/SIR \$ _____ Period of Insurance ____/____/____ to ____/____/____
- | Class Code | Rate Per: Flat / Payroll / Receipts | Rate Per: \$100 \$1,000 | Rate |
|------------|-------------------------------------|-------------------------|------|
| | | | |
| | | | |
- F. **Total Excess Liability Insurance Premium:**
- G. **Total ALL Premiums (WC, GL & EXCESS):**

Moscone Convention Center Expansion Project
Insurance Calculation Worksheet

SECTION 5. APPROVAL & SIGNATURE

A. Contractor's Authorized Representative

(Signature)	(Date)
(Print Name)	(Title)

By signing this calculation form; you agree to provide the necessary back up to the Wrap Up Administrator as per the Contract Documents and/or Subcontract agreement. The official insurance calculation worksheet will be approved by the Wrap Up Administrator based upon the information provided by the Enrolled Contractor.

PLEASE PROVIDE COPIES OF THE FOLLOWING INFORMATION TO SUPPORT YOUR CALCULATIONS:

Subcontractors with fully insured programs must provide documentation as follows:

- ❖ Workers' Compensation Policy Declarations Page;
- ❖ Workers' Compensation Rating/Information Page (s);
- ❖ Workers' Compensation Experience Modification Worksheet;
- ❖ General Liability Policy Declarations Page;
- ❖ General Liability Rating/Information Page (s);
- ❖ Excess Liability Policy Declarations Page;
- ❖ Excess Liability Rating/Information Page (s).

In addition to the information requested above, Subcontractors with "Loss Sensitive" or Self-Insured programs must also provide documentation as follows:

- ❖ Carrier Deductible/Payment Agreements;
- ❖ Copy of Applicable Self-Insurance Certificate;
- ❖ Detailed independent third party actuarial report(s) upon which the self-insured program and its rating are based
- ❖ The Subcontractor's program(s) aggregate loss rate;
- ❖ The Subcontractor's Insurance carrier(s) Loss Estimate ("Loss Pick");
(This information must be provided on the Carrier's letterhead)
- ❖ Schedule of Values;
- ❖ 5 Years Loss Information (WC & GL).

Should you have any questions regarding the completion of this form please contact:

Beth Jackson
Wrap Up Insurance Solutions
 16100 Swingley Ridge Road, Ste 250
 St. Louis, MO 63017
 636-489-0190 / Fax: 636-536-0475 / bjackson@wrapupsolutions.com

**Moscone Convention Center Expansion Project
Insurance Cost Calculation Worksheet INSTRUCTIONS**

SECTION 1. CONTRACTOR/SUBCONTRACTOR/TIER SUBCONTRACTOR

A.	Provide your Company name (legal business name) performing work at the job site.
B.	Provide the contact name, telephone numbers and e-mail address of the person responsible for completion and approval of the insurance cost information calculated on this form.
C.	Provide primary STREET address, DO NOT USE P.O.BOX NUMBERS OR ADDRESSES.

SECTION 2. PROJECT INFORMATION

A.	Confirm the name of the company you have a contract with in the performance of work for this project and your current contract amount.
B.	Confirm the sub tier level of your contracted work; Prime, Subcontractor of Prime or Subtier.
C.	Provide a brief description of the type of work to be performed, i.e. structural steel fabrication and installation.
D.	Provide an estimate regarding the percentage of work within your contract amount that will be subcontracted to others.
E.	Provide the estimated start and completion date for all work under your contract.
F.	Confirm if any of your work involves operations away from the project site, i.e. fabrication of material at your place of business.
G.	If Yes above, provide a description of the work performed away from the job site, including Contract Value, Scope and Location of the work.
H.	You are to provide an estimate of your on-site labor performed at the project site. "Unburdened Labor" includes straight time wages only and does not include any other benefits, overtime or other monetary considerations.
I.	From your WC insurance policy provide the WC Classification Name and Class Code for all work performed at the job site. Also provide the total estimated value of the work performed (by class codes) and an estimate of the man-hours involved with the job site labor.

SECTION 3. WORKERS' COMPENSATION COST ESTIMATE

A.	Provide the Name of your WC Carrier, your current Experience Modification Rating factor (EMR) and the coverage term of your WC Policy. The EMR factor can generally be found on the Declarations & Rating sheet of your WC policy.
B.	Provide the class code, insurance rate and all other charges, allocations and/or credits applicable to the calculation of your WC insurance premiums on your regular insurance program.
C.	Calculate the total cost of your WC insurance premiums. A typical / standard WC premium calculation is as follows: $(WC \text{ Payroll} / \$100) \times WC \text{ Rate} = \text{Premium}$

SECTION 4. GENERAL LIABILITY & EXCESS LIABILITY COST ESTIMATE

A.	Provide the Name of your GL Carrier, the amount of your deductible or self-insured retention (if any) and the coverage term of your GL Policy.
B.	Provide the class code, insurance rate and any other charges, allocations and/or credits applicable to the calculation of your GL insurance premiums. Confirm the rating factor of your method of your policy, i.e. per \$100 of Payroll or per \$1,000 or Contract Value / Gross Receipts. Be sure to confirm and include the exposure cost for subcontracted work, if applicable to your policy.
C.	Calculate the total cost of your GL insurance premiums. A typical / standard GL premium calculation is as follows: $(\text{Contract Value or Gross Receipts} / \$1,000) \times GL \text{ Rate} = GL \text{ Premium}$
D.	Provide the Name of your Excess Liability (XS) Carrier (if applicable), the amount of your deductible or self-insured retention (if any) and the coverage term of your Excess Policies.
E.	Provide the class code, insurance rate and any other charges, allocations and/or credits applicable to the calculation of your XS insurance premiums. Confirm the rating factor of your method of your policy, i.e. per \$100 of Payroll or per \$1,000 or Contract Value / Gross Receipts. Be sure to confirm and include the exposure cost for subcontracted work, if applicable to your policy.
F.	Calculate the total cost of your Excess insurance premiums. A typical / standard Excess premium calculation is as follows: $(\text{Contract Value or Gross Receipts} / \$1,000) \times \text{Excess Rate} = \text{Premium}$
G.	Add up the total cost of insurance for all lines of coverage; Section 3, line C and Section 4, lines C & F. (WC + GL + Excess = Total)

SECTION 5. APPROVAL & SIGNATURE

A.	This form must be signed by an authorized representative of your company with the authority to approve and validate all insurance costs represented on this form. Provide a signature, date and title of the authorized representative.
-----------	---

WEBCOR BUILDERS
Moscone Convention Center Expansion Project

Notice of Contract **AWARD**

This form should be completed by the Awarding Contractor
(at any tier)

Contractor/ Subcontractor/ Tier Contractor Information

Awarding Contractor's Name: _____

Trade Name: _____

Sub Tier's Name: _____

Contact Name: _____ Phone: _____

Fax: _____ Cell: _____ E-Mail: _____

Address (no P.O. Box): _____
Street City State Zip

Contract Value: _____ Approx. Start Date _____ FEIN # _____
(If known)

It is the responsibility of any contractor that will be "sub-contracting" any on-site labor to complete this form. Each contractor will need to enroll into the Wrap Up as per the contract with the Sponsor.

Awarding Contractor's Name:

Signature Date

Printed Name Title

WEBCOR BUILDERS
Moscone Convention Center Expansion Project

Notice of Contract **COMPLETION**

This form should be completed by the PRIME CONTRACTOR

Contractor/ Subcontractor/ Tier Contractor Information

Contractor's Name: _____
 Trade Name: _____

Sub Tier's Name: (list each sub)	Final Contract Value (including all Change Orders & Insurance)	Last Day On-Site

Final Insurance audits will be made after the final payroll has been received from each sub-contractor. Do NOT make final payment to the contractors until you have received the final documentation from the Wrap Up Administrator.

Prime Contractor's Name: _____

 Signature Date

 Printed Name Title

WRAP UP ENROLLMENT PROCEDURES

(continued)

PAYROLL REPORTING

Because Workers' Compensation and some General Liability insurance premiums are calculated based on employer payroll data, Enrolled Contractors are asked to provide a Monthly Payroll Report outlining the actual payroll incurred on the Jobsite. This information must be turned in to the Wrap Up Administrator. The Wrap Up Carrier will provide all Enrolled Contractor's with an individual Workers' Compensation policy. The Wrap Up Administrator will issue a Certificate of Insurance and an audit slip for the contractor to submit to their individual insurance carrier. This report will reflect the amount of payroll and insurance coverages affected by the Wrap Up Program.

Reminder: Suppliers, vendors, material men and haulers may be excluded from the Wrap Up. However, a Certificate of Insurance is still required as an evidence of Insurance.

If you have subcontractors, they will need to complete this same packet. It is the prime contractor's responsibility to insure that this information is provided monthly by all of their enrolled subcontractors.

THE CONTRACTORS AND ALL TIERS OF SUBCONTRACTORS WILL MAKE THEIR PAYROLL RECORDS AVAILABLE TO THE INSURANCE CARRIER AND THEIR AGENTS AT ANY TIME DURING THE POLICY PERIOD AND UP TO THREE YEARS AFTER COMPLETION OF THE PROJECT.

<i>Payroll</i>	Payroll shall include the total remuneration and hours worked for all employees working on the Project Site, including the cost of board and lodging when it is considered part of an employee's earnings.
<i>Payroll Records</i>	All payroll records on the Project should be kept separate from all other work. This will make the audit process more efficient if necessary.
<i>Payroll Reports</i>	Payroll reports should be sent to the Wrap Up Administrator within two weeks following end of prior month. You should use the same workers' compensation codes and classifications as shown on your current workers' compensation policy. Show only total hours and total payroll for each classification of employees. The report can be handwritten and faxed, hold the original copy in your file. If you have more than one contract and/or work order, please either 1) complete a Form for each awarding contractor or, 2) show which payroll applies to which contractor.
<i>Overtime</i>	Earnings for overtime should be included only at the normal hourly rate, (DO NOT INCLUDE EXTRA WAGES PAID FOR OVERTIME HOURS) . Overtime means those hours in excess of 8 hours worked each day, 40 hours in any week or on Saturdays, Sundays, or Holidays, but only when there is an increase in the hourly rate to work such hours. Hours should also be shown on overtime

WEBCOR BUILDERS
Moscone Convention Center Expansion Project

Wrap Up Monthly Payroll Report Form

This form should be completed by the 10th of the month

Contractor/ Subcontractor/ Tier Contractor Information

Company Name: _____
 Sub Of: _____ Final Payroll: Y/N
 Payroll Month _____ Year 20____ Contract # _____
 _____ (if applicable) _____

Classification	Class Code	On-Site Payroll Amount	On-Site Hours

- ❖ Earnings for overtime should be included only at straight time hourly rates. Overtime HOURS should be shown but do not include the extra wages paid for Overtime hours.
- ❖ On-Site Payroll \$: should only include the unburdened wages (the same as your "normal" insurance payroll reporting)

I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE, ACCURATE AND COMPLETE. NOT REPORTING PAYROLL INFORMATION COULD AFFECT YOUR EXPERIENCE MODIFICATION RATING WITH THE APPLICABLE WORKERS' COMPENSATION INSURANCE RATING BUREAU(s).

 Signature Date

 Printed Name Title

This form is to be submitted via fax/email:

Wrap Up Insurance Solutions
Attention: Beth Jackson, ARM, Project Administrator
 16100 Swingley Ridge Road, Ste 250
 St. Louis, Missouri 63017
 636-489-0190 office / 636-536-0475 fax / E-mail; bjackson@wrapupsolutions.com

CERTIFICATE OF INSURANCE REQUIREMENTS

You are required to forward a Certificate of Insurance evidencing coverage for Automobile Liability, Offsite General Liability, and Offsite Workers' Compensation to the **WEBCOR BUILDERS** prior to commencement of any Work at the Jobsite. Sponsor and General Contractor must be named as Additional Insureds as respects to Automobile Liability and Offsite Commercial General Liability. Please show full limits for coverage carried. Carrier ratings and coverage limits are subject to approval by the Sponsor.

All Certificates of Insurance should be submitted to the parties outlined below:

WEBCOR BUILDERS

ATTENTION: Per Construction Agreement

REQUIRED LIMITS

The following insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of a policy:

<i>Workers' Compensation</i>	Coverage must at a minimum apply to the State in which the Project resides.	Statutory Limits
<i>Employers Liability</i>	Bodily Injury by Accident, each accident	\$1,000,000
	Bodily Injury by Disease, each employee	\$1,000,000
	Bodily Injury by Disease, policy limit	\$1,000,000
<i>General Liability</i>	Each Occurrence Limit	\$1,000,000
	General Aggregate—Other Than Products/Completed Operations	\$2,000,000
	Products and Completed Operations Aggregate	\$2,000,000
	Personal/Advertising Injury	\$1,000,000
<i>Automobile Liability</i>	Combined Single Limit	\$1,000,000

Carrier ratings and coverage limits are subject to approval by the Sponsor. These minimum insurance requirements do not alleviate the Enrolled Contractor of their total liability exposure. The Sponsor reserves the right to require alternative limits (higher or lower) to individual contractors (any tier) at their discretion.

Please contact the Wrap-up Insurance Broker regarding any question concerning the certificate of insurance requirements.

CLAIM REPORTING PROCEDURES

As a participant in the Sponsor's Wrap Up, you are expected to cooperate with construction management, Wrap Up Administrator, Wrap Up Carrier and/or their agents, in the event of a claims situation. It is the responsibility of each Enrolled Contractor to report all claims to the General Contractor. The following is an outline of the procedures to be followed in the event of an accident/incident.

WHAT TO DO IF AN INJURY OCCURS

- ❖ It is the responsibility of each Employee's Foreman or Supervisor to report all claims to the General Contractor. **Notify the General Contractor immediately in the event of ANY Work Injury or Liability Claim.**
- ❖ Injured worker notifies their Supervisor of the injury/incident
- ❖ The injured workers' Supervisor immediately notifies the General Contractor
- ❖ The injured workers' Supervisor assists the General Contractor with the completion of the Claim Notification Form(s). Both Workers' Compensation and General Liability reporting forms will be available at the Jobsite. It is the responsibility of all Supervisors of an injured worker to **promptly** notify the General Contractor of all injuries/incidents.
- ❖ Workers Compensation claims will be reported to the Insurance Carrier by the Enrolled Contractor's Supervisor responsible for Work at the Jobsite.
- ❖ General Liability claims will be reported to the General Contractor who in turn will notify the Administrator. The Wrap Up Administrator will report all General Liability claims to the Insurance Carrier.
- ❖ All Enrolled Contractors are required to assist in all phases of the accident and/or incident investigation.

***IF THE
INJURY IS
SERIOUS
CALL 9-1-1***

If the Employee can be treated on-site for a minor injury (band-aid type wound) etc., provide first-aid and log the injury on the first-aid log located in the General Contractor's Trailer. Advise the Employee of the location and if appropriate, the date and time when medical treatment will be given. If the injury is life-threatening, call 9-1-1 and have the Employee taken to the nearest medical care facility qualified to treat the condition

***Modified /
Alternate
Duty
Program***

Where permitted by law, Modified / Alternate Duty work is to be considered in **ALL** cases where warranted. All Enrolled Contractors must provide a Modified / Alternate Duty Program for an employee who has sustained a work related injury or illness and is medically unable to perform all or any part of their normal duties during any part of the regular work day or shift. The Sponsor the Wrap Up Carrier will determine reasonable accommodations. Failure of a Contractor to provide reasonable Modified Alternative Duty to an injured worker may at Webcor's sole discretion result in a \$1,500 weekly assessment against the Contractor until the injured employee is returned to work in either a modified alternative duty position or full duty.

***Contact
Information***

Steven Lee, Vice President , Property and Casualty Claims
Wells Fargo Insurance Services USA, Inc.
 959 Skyway Road, 2nd Floor
 San Carlos, CA. 94070
 (650) 413-4270 (p) / (650) 413-4487 (f)

CLAIM REPORTING PROCEDURES

(continued)

HOW TO REPORT A CLAIM**WEBCOR BUILDERS****Moscone Convention Center Expansion Project**Workers' Compensation

All Workers' Compensation claims are to be reported to the General Contractor. It is the responsibility of all Contractor/Subcontractor Supervisors to promptly notify the General Contractor of all claims. The Supervisor of the injured employee will complete an "Employer's First Report of Injury" form and fax the completed form to Danielle DiRicco at Webcor Builders 510-748-7866 (fax #) or email it to her at ddiricco@webcor.com. Webcor will then report all claims to the Wrap Up Carrier.

General Liability

All General Liability claims are to be reported to the **WEBCOR BUILDERS**. It is the responsibility of all Subcontractor Supervisors to promptly notify the Construction Manager of all claims. Subcontractor Supervisors will be required to complete a "General Liability Loss Notice" report and submit such to the Construction Manager. The Construction Manager will then notify the Insurance Broker of the incident. The Insurance Broker is responsible for reporting ALL General Liability claims to the Wrap Up Carrier

Attention:**Wells Fargo Insurance Services USA, Inc.**

Steven Lee, Vice President, Property and Casualty Claims
959 Skyway Road, 2nd Floor
San Carlos, CA. 94070
(650) 413-4270 (p) / (650) 413-4487 (f)

KEY PROJECT INFORMATION NECESSARY TO REPORT A CLAIM

- ❖ Identify this is part of a Wrap Up / Controlled Insurance Program
- ❖ Identify this is a Workers' Compensation or General Liability claim
- ❖ The Sponsor/Insured is; **WEBCOR BUILDERS**
- ❖ Project Name is; **Moscone Convention Center Expansion Project**
- ❖ Project Location Code is; SLP
- ❖ Name of Enrolled Contractor/Subcontractor; _____
- ❖ Enrolled Contractor/Subcontractor's Policy Number; (If Known) _____

CLAIM REPORTING PROCEDURES

(continued)

INSURANCE CARRIER CONTACT INFORMATION

WORKERS' COMPENSATION	
Carrier Name	American Zurich Insurance Company
Master Policy Number	WCW 5851780-00
Contact Information	Workers' Compensation
Team Leader: Nicholas Lardie 916-636-0792 Nick.lardie@zurichna.com	Medical Only Examiner: Jillian Carney 916-636-0795 jillian.carney@zurichna.com
Lost Time Examiner: Brent Rockwood 916-636-5234 brent.rockwood@zurichna.com	2nd Tier Examiner: Terri Woodcock 916-636-8600 Terri.woodcock@zurichna.com
GENERAL LIABILITY	
Carrier Name	Gemini Insurance Company
Master Policy Number	VCWP001104
Contact Information	General Liability
Wells Fargo Insurance Services USA, Inc.	Steven Lee, Vice President, Property and Casualty Claims 959 Skyway Road, 2nd Floor San Carlos, CA. 94070 (650) 413-4270 (p) / (650) 413-4487 (f) E-mail; steven.lee@wellsfargo.com
Vela Insurance Services, Inc.	Claims Department 11516 Nicholas Street, Suite 301 Omaha, NE 68154 (866) 915-7478 or (402) 492-8352 Fax: (402) 492-3283 / E-mail; claims@vela-ins.com

(Please write claim number on bill if known)

PREFERRED MEDICAL PROVIDERS	
Onsite Health & Safety 24 hour – 866-998-2750 520 6 th Street Rodeo, CA 94572 510-245-2700	On-Site Health & Safety 24 Hour First Aid
St. Francis Health Center 24 Willie Mays Plaza, San Francisco, CA 94107 415-972-2249	During Normal Working Hours
St. Francis Memorial Hospital 900 Hyde Street, San Francisco, CA 94109 (415) 353-6000	Emergency Treatment & After Hours Care

WEBCOR BUILDERS CCIPWEBCOR BUILDERS CCIP
MOSCONE CONVENTION CENTER EXPANSION PROJECT

MOSCONE PROJECT

INCIDENT REPORTING INSTRUCTIONS

1. Ensure the safety and security of the individual(s) that were injured or involved, other people on site, the public and the project. If this is a 911 emergency consult your Crisis Management Plan.
2. Evaluate the injured employee:
 - A. First Aid Incidents contact Onsite Health and Safety for an onsite evaluation 1-866-998-2750
 - B. Medical Attention visit: Saint Francis Health Center 24 Willie Mays Plaza, San Francisco, CA 94107 Ph: 415-972-2249
3. Contact Webcor's Safety Manager, Kenny Ries at (510) 205-4276 and Webcor's Safety Director, Jennifer Wycisk at (510) 693-9539 to report the incident.
4. All incidents involving an injury contact Danielle DiRicco at 650-520-4251.
****Within an half hour of the incident****
5. Before leaving the doctor's office, obtain the **Physician's Release/Work Status and the Job Analysis/Work Recommendations Report** from the clinic/hospital doctor after each doctor's visit via email ddiricco@webcor.com or fax to Danielle DiRicco at 510-748-7866.
****This step will need to be completed until the employee is discharged from care, a representative from the injured employees company will need to escort them the clinic****
6. If the injured employee is given modified duty from the clinic/hospital the employer will need to comply with the doctors' orders and provide the employee modified/restricted duty until the employee is returned to full duty or discharged from care.
7. For both **Webcor** and **Subcontractor** employees complete the entire Incident Investigation Packet thoroughly. The DWC1 form will need to have signatures by both the employee and employer and a copy of the signed form must be given to the employee. **You have a maximum of 24 hours to complete the packet.** Send all forms via email ddiricco@webcor.com or fax to Danielle DiRicco at fax number (510) 748-7866.
****If the employee refuses treatment complete the packet but do not have them complete the DWC1 and in the employee's injured worker statement have them state that they have refused treatment****
- A. Take photos of the incident scene and surrounding area immediately. Include these photos in the investigation report. Please number, date, use arrows to indicate specific targets, etc.
 - B. Provide training certificates, orientation documentation, Job Hazard Analysis for this specific task to include in the Incident Investigation Packet.
 - C. Once the Incident Investigation Packet is complete Webcor Builders Workers Compensation Manager Danielle DiRicco will submit the workers compensation claim directly to the CCIP Carrier
8. Contact Jennifer Wycisk at (510) 693-9539 if the injured worker must be hospitalized over twenty-four (24) hours. OSHA must be contacted within eight (8) hours of the incident by the Safety Director or designated person.
9. In the event an incident results in a recordable, lost time or near miss a Detailed Incident Analysis (DIA) should be performed. The DIA will be scheduled by the Area Safety Manager and participation by the designated project team members is required. See attached Detailed Incident Analysis instructions.

**MOSCONE CONVENTION CENTER EXPANSION PROJECT
GENERAL LIABILITY LOSS NOTICE of OCCURRENCE/CLAIM**

<u>INSURED INFORMATION</u>				
Insured Name / Address:		Project Name:		Date:
Carrier Name / Address:		Policy #:		Coverage Term: Begin: End:
Date / Time of Occurrence/Claim: __AM __PM		Location of Occurrence:		Authority Contacted: __Yes __No Name:
Type of Liability	Property Damage:	Bodily Injury:	Product:	Other:
Description of Occurrence:				
<u>CONTRACTOR CONTACT INFORMATION</u>				
1. Name / Address: (General Contractor or Prime Contractor)		Telephone: E-Mail:		
2. Name / Address: (Subcontractor)		Telephone: E-Mail:		
<u>INJURED / PROPERTY DAMAGE</u>				
Name / Address:		DOB / Age:	Sex:	Occupation:
Telephone:				
Employers' Name / Address:		Describe Injury / Property Damage:		Medical Treatment: __Yes __No Where Treated:
Telephone:				
Estimated Cost of Property Damage:		Where can property are seen?	When can property be seen?	
<u>WITNESSES</u>				
Name / Address:		Business Phone:	Work Phone:	E-Mail Address:
1.				
2.				
3.				
<u>REMARKS</u>				
Reported By:	Reported To:	Signature:	Date:	

CONTRACTOR SAFETY REQUIREMENTS

The importance of safety awareness in the Sponsor's corporate philosophy cannot be stressed enough. The approach is simple: substandard safety conditions and practices will not be tolerated. **WEBCOR BUILDERS** will provide and enforce a **Site Specific Safety Plan**. All Contractors must comply with the site specific plan. The General Contractor's safety policies, procedures and codes of practice must be in compliance with current federal and state occupational health and safety standards. Some requirements may exceed these minimum safety standards. Contractors shall be solely responsible for the safety of their employees working at the Jobsite. All Contractors must comply with the standards imposed/addressed in the General Contractor's **Site Specific Safety Plan**.

KEY SAFETY STANDARDS THAT MUST BE IMPLEMENTED

<i>Fall Protection</i>	A strict 100% fall protection policy will be adhered to by all workers at the Jobsite where any worker is exposed to the hazard of falling six (6) feet or more or when working over dangerous equipment.
<i>Dedicated Safety Personnel</i>	Any Enrolled Contractor with 25 or more on-site employees will be required to provide a full time safety coordinator.
<i>Drug Testing</i>	<p>A "No Drug or Alcohol Policy" will be enforced by all Enrolled Contractors. This policy restricts certain items and substances from being brought on to the job-site. It prohibits all employees and others working on the job-site from reporting for work or from working with detectable levels of illegal or non-prescribed drugs and other substances.</p> <p>Where permitted by law, the Sponsor reserves the right to require pre-employment, reasonable cause and post-accident drug testing at the Subcontractor's expense.</p>
<i>Accident Investigations</i>	Each Enrolled Contractor is required to conduct and submit a written accident investigation report. Investigation report(s) are to be reported to the General Contractor and the Wrap Up Carrier within 24 hours post-accident. Failure to report a claim within 24 hours of an occurrence may result in a fine and/or penalty, up to and including removal from the Jobsite the offending parties.
<i>Site Safety Orientation</i>	All Enrolled Contractor employees are required to attend a site specific Safety Orientation prior to starting their respective Work.
<i>Modified / Alternate Duty Program</i>	Where permitted by law, Modified / Alternate Duty work is to be considered in <u>ALL</u> cases where warranted. All Enrolled Contractors must provide a Modified / Alternate Duty Program for an employee who has sustained a work related injury or illness and is medically unable to perform all or any part of their normal duties during any part of the regular work day or shift. The Sponsor the Wrap Up Carrier will determine reasonable accommodations. Failure of a Contractor to provide reasonable Modified Alternative Duty to an injured worker may at Webcor's sole discretion result in a \$1,500 weekly assessment against the Contractor until the injured employee is returned to work in either a modified alternative duty position or full duty.