



## CALL FOR ARTISTS - REQUEST FOR PROPOSALS

Casa Adelante – 1515 South Van Ness, San Francisco, California

Submission Deadline: August 29, 2025, at 5:00pm PST



Mission Economic Development Agency (**MEDA**) and Chinatown Community Development Center (**CCDC**) (here in referred to as **Sponsors**) are soliciting an artist, or multiple artists (**Artist** or **Artists**) working collaboratively, to design and to install permanent artwork at the multiple exterior walls of <u>Casa Adelante – 1515 South Van Ness</u> (**Project**), a 100% affordable housing development currently under construction in the Mission District in San Francisco and located within the <u>Calle 24 – Latino Cultural District</u>. The Mission District has a rich and multilayered history that the selected Artist(s) will have the opportunity to interpret in a way that engages both tenants and neighborhood residents. We are soliciting an Artist(s) to design the permanent artwork with the provided thematic element guidelines as well as engaging with the community on input.

Location: 1515 South Van Ness Avenue, San Francisco, California 94110

*Budget*: Not-to-exceed \$240,000, regardless of the scale or size of the artwork. Budget includes all related costs of Artist(s) design, materials, fabrication, installation, travel and insurance. All travel expenses must follow General Services Administration's guidance and are subject to approval by Sponsors.





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#### Section I - Summary

The Project will feature four (4) art locations of various sizes and types as follows and detailed in *Exhibit A: Casa Adelante – 1515 SVN Artwork Locations*. For the measurements detailed below, please note that H is height, W is width, and, as an example, 2'-6" is stylized to mean 2-feet, 6-inches.

- 1. **Art Location 1** is facing 26th Street and it is an 81'-11" H by 7'-10" W strip of the building facade.
- 2. **Art Location 2** is a 2'-6" round diameter round tiled column at 18'-11" H at the corner of the main residential entrance on 26th Street and South Van Ness Avenue.
- 3. **Art Location 3** is a 74'-0" H by 8'-7" W strip on the southern facade of the building facing Cesar Chavez and Bernal Heights.
- 4. **Art Location 4** is a set of two, 2'-0" round diameter tiled columns at 12'-3" H each facing Shotwell Street and at the entrance of the Early Childhood Education Center.

The thematic elements and themes would be selected through community input from community stakeholders including, but not limited to, Mission District arts organizations and key stakeholders, neighbors in the vicinity, and prospective residents of Casa Adelante – 1515 South Van Ness who have participated in previous community engagement meetings.

Local artists to San Francisco and the Bay Area are preferred and encouraged to apply, with a particular focus on those artists who identify as BIPOC and/or as an emerging artist. Sponsors also encourage established artists to collaborate with up-and-coming artists through an apprenticeship, capacity building, or similar opportunity for newer artists. If an Artist(s) is not local to the Bay Area but partners with a local emerging Artist(s), certain travel expenses utilized in the overall budget may be applied to travel with the intent to mentor, to train, and/or to partner with that local artist in San Francisco. This circumstance would be evaluated by the Sponsors and is subject to their approval.

The installation should be completed before notice of final completion, which is projected to occur in February 2027.

#### Section II – Project Description

#### (1) Project Sponsors & Team

Rooted in San Francisco's Mission District, MEDA is advancing a national equity movement by creating programs and change policies to expand opportunities for Latinos and other historically underserved communities in San Francisco since 1973. MEDA launched the Community Real Estate program in 2014 in response to the displacement happening to low-income and working-class families in the Mission District. Since then, we have preserved and produced over 1,200 affordable homes for over 1,700 people through 46 buildings in the Mission District and other neighborhoods in San Francisco.





In solidarity with fellow organizations committed to advancing equity, MEDA creates partnerships, locally, regionally, statewide and nationally, sharing our model and building coalitions in a movement toward racial and social justice.

Started as a grassroots organization in 1977, today CCDC, or Chinatown CDC, is at the forefront of community advocacy, planning, and affordable housing development in the City of San Francisco. CCDC works with community members young and old every day to help build a stronger community in Chinatown and across San Francisco. CCDC has developed over 4,500 units of affordable housing over the four decades of history and has another 450+ units in the development pipeline.

The values of respect, compassion, empowerment, and teamwork represent the core principles we stand for and believe in at Chinatown CDC. Ours is a place-based organization that treats each person with compassion and respect. We build a powerful coalition of advocates and supporters who contribute their own voices to the community. We strengthen community through teamwork and encourage people to learn, and to share ideas and knowledge across all communities and within Chinatown CDC.

#### (2) Public Art Goals

We, the Sponsors, as community-based developers, deeply value local partnerships throughout all our projects. For Casa Adelante – 1515 South Van Ness, Sponsors have partnered with the City and County of San Francisco's Mayor's Office of Housing and Community Development's (**MOHCD**) Cultural Districts Program to help bolster the Project's community outreach. Prospective artists, especially those local to San Francisco and the Mission District, are encouraged to apply.

#### (3) MEDA's Cultural Placekeeping

The Mission has a decades-long history of being a hub for an inclusive community of arts & cultural institutions that reflect the neighborhood's unique and personal identities. The neighborhood has been a place of inclusion for people: an intergenerational, intercultural, safe space where children, families, youth, disabled individuals and senior citizens express themselves.

While many arts & cultural organizations and funders have driven a movement around creative placemaking — or achieving community development and other neighborhood goals through the arts — the Mission is facing the loss of this vibrant and crucial fabric of our community due to skyrocketing rents and rapid displacement of lower-income residents, nonprofits and arts-production spaces. Even until the late 2000s was a center of creative risk-taking across generations, language and gender norms are now a shadow of themselves — a victim of the latest market boom.

MEDA is tackling the challenge of creative placekeeping in the Mission by leveraging its community real estate efforts, which includes the development and preservation of affordable residential and commercial spaces, to enhance and strengthen an existing,





robust arts & culture infrastructure in the Mission. The goal is to prevent the loss of culture we see daily, and to keep communities creative by stemming displacement and no-fault evictions.

Art doesn't happen in a vacuum. The Mission's history of engagement, intergenerational, intercultural and exploratory, actively contributes to the dynamism of its art and artists. Creative placekeeping, as Galería de la Raza shared with us, is about embedding arts and cultural infrastructure in an already creative community to keep the place, or the Mission, from disappearing culturally. Galería de la Raza is a landmark nonprofit art space and artist collective founded in 1970 in the Mission District. Originating amid the Chicano civil rights movement, it was created by community activists and artists to provide a dedicated hub for Chicano and Latino/a artists to showcase their work. Place keepers such as Galeria de La Raza serve as a community bridge builder between the historic communities that have defined the cultural identity of this area and yet find themselves living and working in isolation.

#### (4) MEDA's Strategies in Cultural Placekeeping

Understanding the urgent need for creative placekeeping, MEDA has taken on the preservation and production of arts spaces. There have been significant victories to date of embedding arts and cultural spaces in affordable housing, both in existing preservation buildings and new affordable developments. Some of them include:

| Community                    | Artists  | Community Cultural Space   |  |
|------------------------------|--|--|--|
| 348 Precita Avenue           | Precita Eyes Muralists   | Precita Eyes Muralists   |  |
| 2221 Mission Street          |  | HOMEY  |  |
| 2060 Folsom Street           | Jessica Sabogal  | PODER, Good Samaritan, Youth Speaks & First Exposures                  |  |
| 2828 16 <sup>th</sup> Street | Lorraine Garcia-Nakata   | Galería De La Raza, HOMEY, Felton<br>Institute's Early Learning Center |  |
| 681 Florida Street           | Cece Carpio, Josue Rojas,<br>Miguel "Bounce" Pérez,<br>Amy Koehler, Mona Caron | CANA   |  |

Rebuilding our neighborhood, corridor by corridor with our allies, we are also connecting the Mission, focusing our efforts on key corridors that are the arterials of public life, such as Mission Street, 16th Street and 24th Street.

#### (5) Public Art Background

In San Francisco, all new 100% affordable housing developments must comply with the City's "1% for Public Art" requirement, either by installing permanent, publicly accessible artwork on-site or contributing an equivalent amount to the City's Public Art Trust Fund. For RFPs tied to on-site installations, selected artists will typically be commissioned to create





work that reflects the surrounding community and enhances the public realm, with eventual approval from the <u>San Francisco Arts Commission</u> (**SFAC**)'s Visual Arts Committee.

The public art requirements present an opportunity to contribute lasting, high-visibility art to San Francisco's civic landscape, particularly within projects that serve and uplift historically underserved communities.

#### (6) Artwork Thematic Elements

The thematic elements and themes would be selected through community input from community stakeholders including, but not limited to, Mission District arts organizations and key stakeholders, neighbors in the vicinity, and prospective residents of Casa Adelante – 1515 South Van Ness who have participated in previous community engagement meetings.

Below are thematic elements that are provided as a suggestion of content to be aware of, not as parameters for the Project:

- 1. Tenant Demographic: Tenant Demographic: Casa Adelante 1515 South Van Ness will be home to low-income and formerly homeless families and individuals. Sponsors have specifically targeted these demographics due to the dearth of housing for them in San Francisco, specifically in the Mission District.
- 2. Cultural History of the Area: The Mission District has been the hub of San Francisco's Latino community for generations. The area has always been politically active, with many social movements taking place for political elections, farmers' rights, and housing prices, to name a few, taking place here. There is also a rich history of musicians, artists, and writers living in the Mission that continues to inspire the community.
- 3. Ecological History of the Area: Much of the Mission District was once within the basin of Mission Creek, which flows under several of MEDA's communities. The development team has chosen many plants and trees that are native to California as landscaping for the outdoor space with ecological sustainability and a diversity of flora and fauna native to San Francisco and California as reasons.





## Section III - Selection Process

#### (1) Schedule

| Date       | Activity                  | Notes  |  |
|------------|---------------------------|--|--|
| 8/1/2025   | RFP Published             | The RFP will be open for 4 weeks.                  |  |
| 8/12/2025  | Architect & Contractor    | Artists wishing to apply may attend an             |  |
| at 4:00pm  | Information Session       | informational, Q&A session with our Design         |  |
| PST        |                           | Team and GC via Zoom (link to join here).          |  |
| 8/15/2025  | Deadline to Submit        | Please submit your questions to                    |  |
|            | Questions                 | 1515svn@medasf.org with the subject line           |  |
|            |                           | "1515 SVN – Public Art RFP Clarification"          |  |
| 8/20/2025  | Questions Submitted       | Any questions submitted, and their respective      |  |
|            | Posted                    | answers, will be posted on the project website.    |  |
| 8/29/2025  | Proposals Due             | Please view the submission details below in        |  |
|            | •                         | Section III(2) – Submission Process.               |  |
| 9/26/2025  | Artist Finalist Selection | Artist(s) selected to participate in the next      |  |
|            |                           | round of review will be contacted.                 |  |
| Week of    | Stakeholder Review        | Selected Artist(s) will schedule a 1-hour time     |  |
| 10/6/2025  |                           | slot for an interview with a panel of the Sponsor  |  |
|            |                           | and Stakeholders.                                  |  |
| 10/24/2025 | Award Announcements       | Contract agreement to be signed and artist to      |  |
|            |                           | begin concept sketches                             |  |
| Early 2026 | Kickoff Community         | The Artist(s) will lead a (2) hour evening meeting |  |
| , ,        | Outreach 1                | with community leaders, stakeholders, and          |  |
|            |                           | Sponsors to review and to expand concept           |  |
|            |                           | design. Artist(s) to provide a brief biography and |  |
|            |                           | introduce their concept with any appropriate       |  |
|            |                           | images and rough sketches.                         |  |
|            | Community Outreach 1      | Following the Kickoff Community Outreach 1,        |  |
|            | Debrief                   | the Artist(s) and Sponsors will meet to debrief.   |  |
|            |                           | The Sponsor(s) and Artist(s) will discuss          |  |
|            |                           | priorities in design considerations and organize   |  |
|            |                           | conflicting input from community members so        |  |
|            |                           | that design direction is clear.                    |  |
| March 2026 | Sponsor Review Session    | Artist(s) to meet with Sponsors and the            |  |
|            | -                         | Project's Design Team to discuss design in         |  |
|            |                           | consideration of building's façade.                |  |
| April 2026 | Final Approval by the     | The Sponsors will issue their final confirmation   |  |
| ·          | Sponsors                  | of approved design. If requests from previous      |  |
|            | -                         | rounds of review have not been incorporated,       |  |
|            |                           | then a revision will be required. The final design |  |
|            |                           | will be made public.                               |  |
| Mid-2026   | SFAC Visual Arts Commit   | tee Review & Final Approvals                       |  |
|            |                           | rr · · ·   |  |





| Date          | Activity              | Notes   |
|---------------|-----------------------|---|
| TBD           | Artist/Organization   | The Artist(s) will begin organization and         |
| (based on     | Mobilization          | material procurement. The Artist(s) will work     |
| Installation) |                       | closely with the Sponsors and the General         |
|               |                       | Contractor at this stage to develop a schedule    |
|               |                       | that works with the construction timeline.        |
| TBD           | Installation to       | The Artist(s) will begin installing their artwork |
|               | Commence              | onsite. This date is flexible in relation to the  |
|               |                       | construction schedule and length of time          |
|               |                       | needed by the artist to install their art.        |
| Est. Dec      | Installation Complete |   |
| 2026          |                       |   |

#### (2) Submission Process

Proposals must be received by no later than 5:00pm PST on Friday, August 29<sup>th</sup>, 2025, and submitted as one (1) PDF no larger than 20 megabytes to the following email addresses:

Seth Furman Laura Daza Garcia

Sr. Project Manager, MEDA Project Manager, MEDA

<u>sfurman@medasf.org</u> <u>ldaza@medasf.org</u>

Please note that no hard copies, incomplete, or late entries will be accepted.

#### (3) Evaluation Process & Scoring

An ten (10) person selection committee will consist of six (6) representatives from MEDA and CCDC, two (2) from the Design Team, and two (2) art professionals from the community. The selection committee will evaluate each received proposal under the scoring rubric provided in *Exhibit B – Artist Selection Scoring* Rubric attached to this RFP.

From the initial pool of proposals received, the selection committee will then select three (3) semi-finalists to present their proposals in-person. Public input may be solicited during this phase. The selection committee will then select their preferred Artist(s) based on eligibility and scoring criteria described, as well as any added design information or updates shared with semi-finalists at their interview.

#### (4) Stakeholder Review Process

Following the selection of the preferred Artist(s) and their selected proposal, they must engage with the community in outreach. Residents and community members will be actively involved in reviewing the artwork. The selected Artist(s) must have experience facilitating community meetings and should expect to lead at least one Community Outreach Meeting, proposed to occur in early-2026. Following this community review process, the selected Artist(s) will obtain final approval of the design from the Sponsors.





The preferred Artist(s) will be expected to engage and to solicit feedback from Mission District stakeholders. Sponsors expect the preferred Artist(s) to collaborate with the community and any stakeholders they believe could provide meaningful contributions to the artwork.

As of this RFP's publication, the Sponsors have engaged with SFAC and the Calle 24 Latino Cultural District.

Stakeholders who have been involved in the public art selection processes in previous projects include but are not limited to:

- SF Arts Commission
- Calle 24 Latino Cultural District
- Mission Cultural Center for Latino Arts
- Mission Arts Performance Project
- Native American Cultural District
- Brava Theatre
- Galería de la Raza
- Promotoras Acticas
- Carnaval
- Accion Latina
- Red Poppy Art House
- Precita Eyes Muralists





#### Section IV – Submission Requirements

An Artist(s)' submission must include the following:

- 1. Exhibit C Artist Registration Form
  - a. Please complete and submit Exhibit C Artist Registration Form.
  - Sponsors are open to artistic collaborations and/or multiple artists joining together on one proposal. If there are multiple artists, please indicate a lead artist.
- 2. Biography and/or Resume
  - a. 1 page maximum per team member/artist.
- 3. Sample of Work Portfolio
  - a. Include at a least three (3) relevant or comparable projects and no more than five (5). Please include information on budget, schedule, dimensions, budget and location for these projects.
- 4. Detailed Proposed Budget
  - a. Include detailed expenses and labor costs. Your proposed budget should include all known costs at this time, including but not limited to design, labor, materials, platform and its certified operator, transportation and insurance.
  - b. Total budget available for the Artist(s) to complete all four (4) art locations is no more than \$240,000.
- 5. Timeline
  - a. The proposed timeline must be compatible with the overall Project schedule indicated above.
- 6. Narrative of Proposed Artwork
  - a. No more than 500 words explaining your vision of the artwork, listing media and dimensions clearly.
- 7. Narrative of your Community Engagement Experience
  - a. No more than 500 words explaining your past community engagement experience.
- 8. References
  - a. Include at least three (3) but no more than five (5) references from past clients. Preferred references include work and clients completed in the last ten (10) years of comparable scale or scope to this RFP. With these references, please include the total budget, date of installation, location, if it was a permanent or temporary installation, and installation timeline for each one. References may include image of artwork installed.
- 9. Insurance Requirements Acknowledgement
  - a. Provide written acknowledgement of review and any comments or questions to Exhibit D Owner's Controlled Insurance Program (OCIP) Manual. Selected Artist(s) will need to enroll in the Project's OCIP prior to the commencement of installation.





#### Section V – Questions, Clarifications & Contact Information

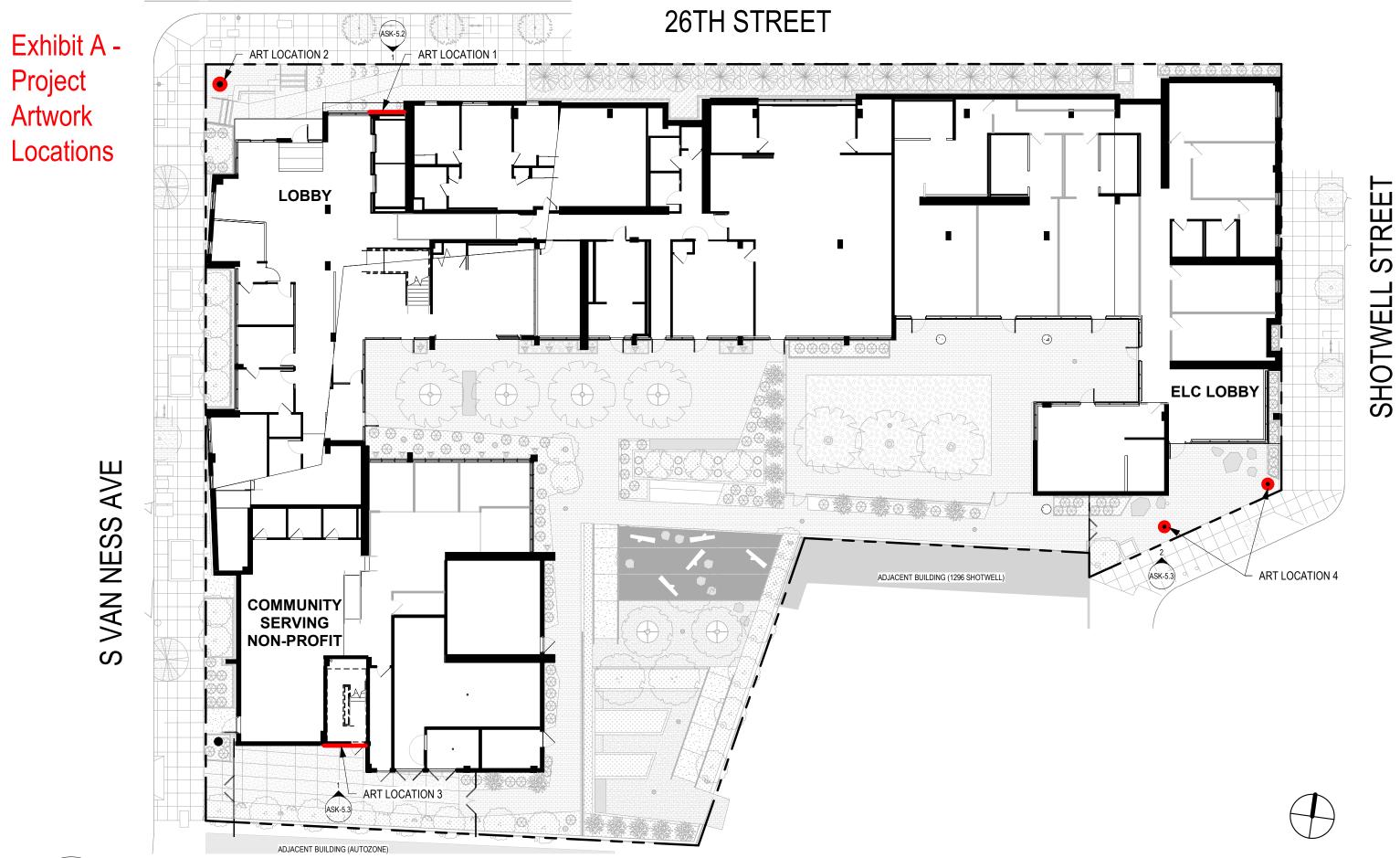
Questions and clarifications to this RFP may be submitted to <u>1515svn@medasf.org</u> with the subject line "1515 SVN – Public Art RFP Clarification" by no later than 5:00pm PST on August 15, 2025.

Any questions received will be answered and posted on the Project's website at <a href="https://www.1515svn.org">www.1515svn.org</a> by August 20, 2025.

This RFP and the public art procurement is managed by MEDA. Please submit all questions and clarifications to the email address above.

#### **Attached Exhibits**

- (1) Exhibit A Project Artwork Locations
- (2) Exhibit B Artist Selection Scoring Rubric
- (3) Exhibit C Artist Registration Form
- (4) Exhibit D Owner's Controlled Insurance Program (OCIP) Manual



David Baker Archit

Y.A. studio

CCDC & MEDA

1515 SOUTH VAN NESS

PUBLIC ART LOCATIONS

22202 scale: 1" = 20'-0"

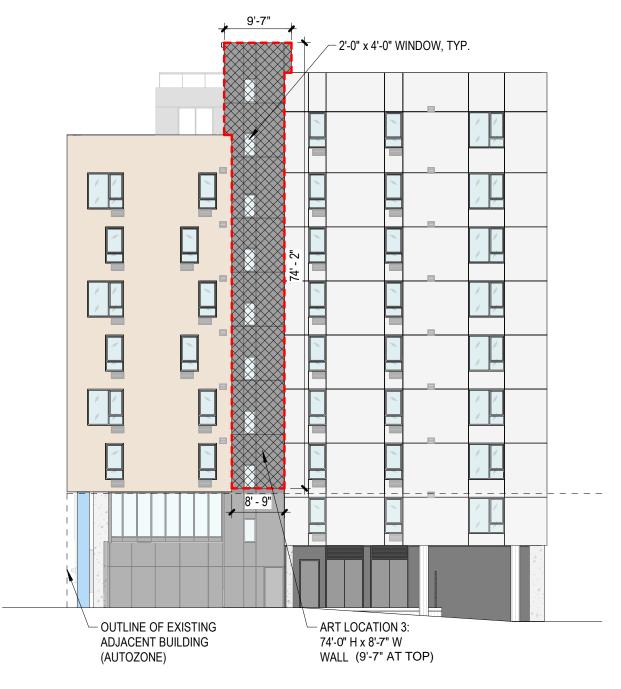
6-30-2025

**ASK-5.1** 

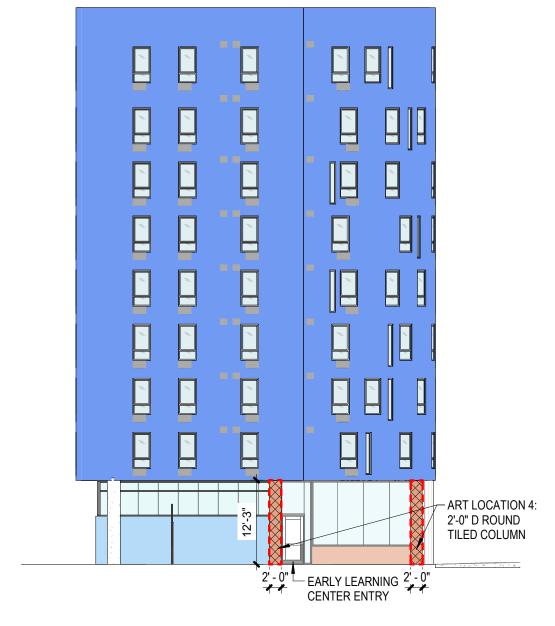


David Baker Architects Y.A. Studio CCDC & MEDA





1) ASK-5 SOUTH ELEVATION @ SIDE ALLEY



2 ASK-5 SOUTH ELEVATION @ SHOTWELL 1/16" = 1'-0"

22202 scale: 1/16" = 1'-0" date: 6-30-2025

**ASK-5.3** 

## Casa Adelante – 1515 South Van Ness | Public Art RFP Exhibit B - Artist Selection Rubric

## **Selection Criteria and Maximum Points Per Category**

| Criteria                              | 100- 86%  | 85-66%   | 65-40%  | 39-0%   | Maximum<br>Points |
|---------------------------------------|---|--|---|---|-------------------|
| Portfolio/<br>Art Pieces              | Greatly appreciate and love the style of the art pieces in the portfolio with at least one piece in the Mission District.   | Appreciate and like the style of the art pieces in the portfolio.  | Content with the style of the art pieces in the portfolio.  | Dislike the style of the art pieces in the portfolio.   | XX/ 20            |
| Community<br>Engagement<br>Experience | Led and worked on multiple<br>art projects which required<br>community engagement<br>with at least one in the<br>Mission District.                                      | Led and worked on at least<br>one art project which<br>required community<br>engagement.   | Worked on and<br>assisted on a project<br>with community<br>engagement.   | Never worked on a project<br>with a community<br>engagement process.  | XX/ 25            |
| Time and<br>Budget                    | Previous projects were<br>consistently on time and<br>on budget. Proposal for<br>1515 SVN project can be<br>executed in the budget and<br>timeframe outlined by RFP.    | Shows history of working<br>within the budget without<br>requesting more funds.<br>Proposal for 1515 SVN<br>project is within budget.        | Mixed results to work<br>within the budget and<br>given time frame.   | Inability to work within the timeline and budget.   | XX/ 15            |
| Art Concept                           | Have a robust narrative of proposed artwork that is complementary to the services of the building. Artist(s) has completed similar sized art pieces in their portfolio. | Have a robust narrative<br>for artwork that<br>thoughtfully incorporates<br>a theme or element<br>representative of the<br>Mission District. | Have an idea for artwork<br>that incorporates a theme<br>consistent with the<br>Mission District.                                   | Have not planned for or have no concept yet.  | XX/ 25            |
| Artist<br>Relevance                   | Artist is familiar with the neighborhood's history and culture and has done similar artwork within the community.   | Artist is familiar with the neighborhood's history and culture and have done work in other similar communities.                              | Artist has participated and assisted with artwork within the community and has some idea of the neighborhood's history and culture. | Artist has never created<br>artwork within the<br>community and is not<br>familiar with<br>neighborhood's history<br>and culture. | XX/ 15            |
|                                       |   |  |   | Total Points  | XX/ 100           |

# Exhibit C – Artist Registration Form

Casa Adelante – 1515 South Van Ness | Public Art RFP

| Artist Full Name:                  |  |
|------------------------------------|--|
| (or Lead Artist of Artist Team)    |  |
| Gener Pronoun:                     |  |
| (she/her; he/him; they/them; e.g.) |  |
|                                    |  |
| Mailing Address:                   |  |
|                                    |  |
| City, State, Zip:                  |  |
| Telephone:                         |  |
| ·                                  |  |
| Email:                             |  |
| NA/ 1 - 11                         |  |
| Website:                           |  |
| Social Media Accounts:             |  |
| (Include platform(s))              |  |
|                                    |  |

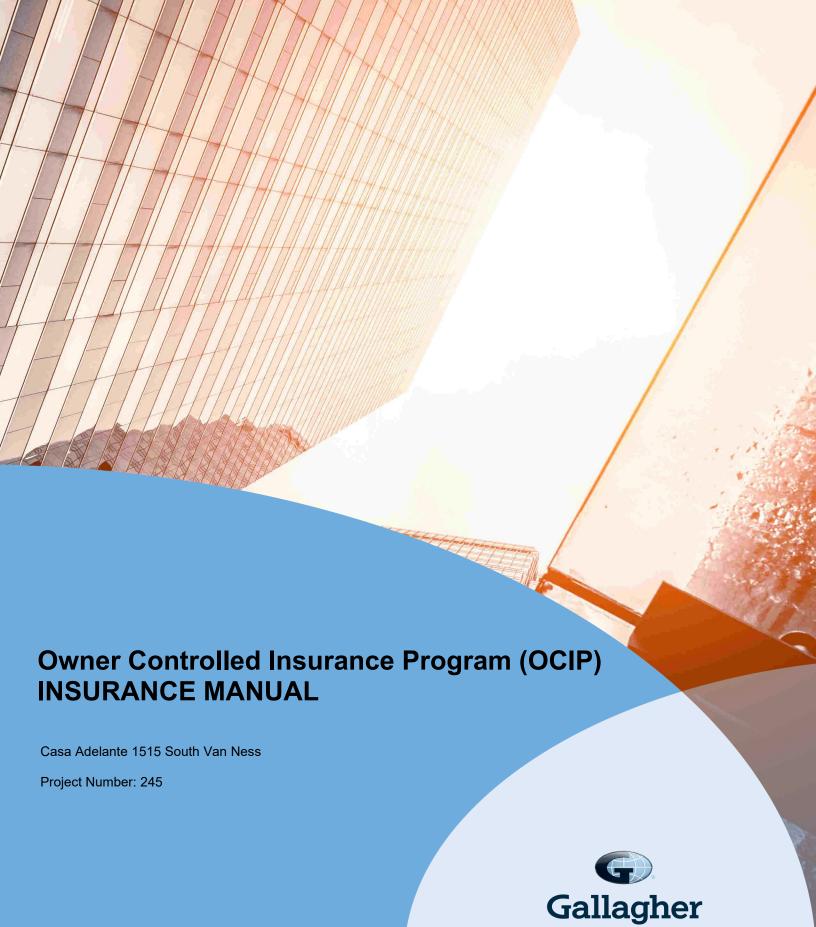
MEDA and CCDC value diverse cultural and artistic expressions as essential to more equitable and vibrant public spaces. We also recognize that some artists may have experienced barriers to accessing professional development opportunities due to race, gender, disability, sexual orientation, class, age, and geography. MEDA and CCDC intend to prioritize equity in access to this opportunity. This may include, but is not limited to, prioritizing artists who identify Black Indigenous People of Color (BIPOC) and/or are rooted in rural communities.

# Exhibit D – Owner's Controlled Insurance Program Manual

Casa Adelante – 1515 South Van Ness | Public Art RFP

Owner has obtained an Owner Controlled Insurance Program ("OCIP") that provides, in accordance with its terms, general and excess liability insurance from the start of the Project through completion and final acceptance by Owner. Details of the OCIP are outlined in the attached manual ("OCIP Manual"). The OCIP provides general and excess liability coverage, in accordance with its terms, for warranty and repair work and for claims arising out of the completed work for the period required by California law regarding latent defects. This program is intended to provide insurance for the Contractor and the enrolled Subcontractors performing Work at the Project site. It is the responsibility of the enrolled Contractor and its Subcontractors to notify the OCIP Administrator to seek to include coverage for specified off-site operations, which are subject to approval by underwriters.

The selected Artist(s) will enroll in the Sponsor's OCIP and must provide proof of insurance to fulfill the OCIP's requirements. As a part of an Artist's submission, they must include a written acknowledgement of their review of the OCIP Manual and, if applicable, provide any comments or questions.



Insurance | Risk Management | Consulting

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## Introduction

#### An Introduction to the OCIP Program

The Owner has elected to provide an Owner Controlled Insurance Program (the "OCIP") for the **Casa Adelante 1515 South Van Ness** (the "Project"). An Owner Controlled Insurance Program is a single commercial general liability and excess liability insurance program that insures the Owner, Contractor and all Enrolled Subcontractors for work performed at the Covered Project. The OCIP covers General Liability and Excess Liability insurance only.

In addition to the OCIP, the Owner has secured project specific Contractor's Pollution Liability (in an OCIP structure) and Builder's Risk for the Project.

The Owner will pay the insurance premiums for the Owner procured coverages described in this Manual.

The purpose of this Manual is to provide general information about the OCIP, its administration, benefits, and also to advise of your responsibilities and obligations under the OCIP. This Manual does not provide coverage interpretations or full disclosure about the OCIP coverage. The actual OCIP insurance policies, the agreement between the Owner and Contractor (the "Contract"), and your agreement with the Contractor (the "Subcontract") are the most appropriate sources to rely upon for contractual obligations and the coverage afforded by the OCIP.

Each Eligible Subcontractor must rely solely upon its own independent review and analysis of the OCIP coverage in evaluating the extent of the OCIP coverage, adequacy of limits, and application to claims scenarios. Should there be any conflict between this Manual, the OCIP Policies and/or any Contract or Subcontract, the respective OCIP Policies, Contracts and Subcontracts will govern.

The OCIP policies are available for review from the OCIP Administrator upon request.

#### **OCIP** Benefits

- Project Specific Limits of Liability
- Uniformity of coverage terms and conditions amongst Insureds
- Insurance costs will not increase for Subcontractors or Contractor during the Project
- Coordinated insurer response to claims and accidents
- Same insurers for all OCIP claims

#### Coverage provided

See OCIP Coverage Summary section for more details.

#### Subcontractor Enrollment

All subcontractors and lower tier subcontractors MUST enroll online through the Arthur J. Gallagher Risk Management Services Contractor Portal: <a href="http://ajg.vuewrapup.com/contractorportal">http://ajg.vuewrapup.com/contractorportal</a>. Each subcontractor will receive a Certificate of Insurance listing them as a Named Insured and specifying the job name and General Contractor's project number.

This program is mandatory for all Subcontractors of any tier. However, it will not be extended to environmental Subcontractors, Subcontractors working under a Professional Services Agreement (PSA), Construction Staking and Surveying Agreement, or other similar organizations exclusively providing professional services.

#### **Deductible Obligations for Losses**

See Deductible Obligations section of the Manual for more details



#### Claims Notifications

Claims must be reported to: <u>GGB.NRCClaimsCenter@ajg.com</u> with a cc to the Owner, OCIP Broker and General Contractor Claims Contact as provided for within this Manual.

#### **Subcontractor Bid Deduction**

Bid Requirements & Bid Deduct Instructions: "NET BID" Instructions – Exclusion of Costs:

Owner agrees to pay all premiums associated with the OCIP. Contractor and Eligible Subcontractors shall price and bid their work excluding the costs of commercial general liability, excess liability and builder's risk insurance as provided by the Owner for On Site Work. Contractor and Eligible Subcontractors agree not to duplicate or include insurance costs, including that of their subordinate and/or lower tier subcontractors, in their bid process or change orders (if any) for the coverage provided by Owner and contemplated in the OCIP.

#### **Subcontractor Excess Limits**

Each Enrolled Subcontractor is encouraged to review and discuss the OCIP program with its own insurance advisor to determine if additional coverage is recommended. Any such additional coverage will be at the Enrolled Subcontractors' own expense.

#### Subcontractor Off-Site Coverage

Contractor will still require evidence of Subcontractor's insurance for Workers' Compensation, Automobile, and Off-Site General Liability, Excess Liability, Professional Liability, Pollution Liability and any other coverages as required by its Subcontract(s).

#### Disclaimer

This Manual is a summary of the OCIP Program only. It does not change, alter or modify the policy terms and conditions in any way. Actual policy forms and Endorsements are available upon request.

A copy of the OCIP Policies will be provided to any Eligible and/or Enrolled Subcontractor upon written request to OCIP Administrator. Contractor and Eligible Subcontractors shall review the OCIP Manual. Eligible Subcontractors shall complete the OCIP Enrollment process via the AJG/VUE Online Portal provided for in the OCIP Manual, and submit any other relevant and reasonable documents as may be requested by the OCIP Administrator. All Eligible Subcontractors must complete the OCIP Enrollment process before any On-Site Work can begin.

By enrolling in the OCIP, Contractor, Eligible Subcontractors and Enrolled Subcontractors represent and warrant they have had the opportunity to review (and to obtain professional assistance to review) a specimen copy of the OCIP Policies and understand the contents thereof. Contractor and all Eligible Subcontractors agree to cooperate with the OCIP Administrator in providing all the information required in the OCIP Manual.

Contractor and Enrolled Subcontractors shall perform an independent review and analysis of the OCIP Policies for the purpose of formulating any understanding the amount, nature, type or extent of any coverage, conditions, extensions, limits of liability provided by and as to all other terms of the OCIP Policies and/or their potential applicability to any potential claim or loss or their sufficiency for the conduct of Owner's, Contractor's or Subcontractors' (of any tier) business or performance under the Contract Documents.

## **OCIP Summary: Eligibility**

#### Parties Eligible for OCIP Coverage

Parties covered include Casa Adelante SVN Housing, L.P. ("Owner"), Guzman Construction Group and Marinship, a joint venture partnership ("Contractor"), and all "Eligible Subcontractors" who have become "Enrolled Subcontractors".

"Eligible Subcontractors" are Subcontractors of any tier performing On-Site Work who, prior to commencement of their Work, seek enrollment into the OCIP for the Project. All Eligible Subcontractors are required to enroll in the OCIP unless determined otherwise in writing by the Owner or OCIP Administrator.

Eligible Subcontractors become Enrolled Subcontractors when they have been enrolled into the OCIP.

"Enrolled Subcontractor" means a contractor that is licensed where required by state law and who, prior to the commencement of their work on the Insured Project, has:

- Completed the enrollment document on file with the Wrap Administrator for the Insured Project, or has been vetted and approved as an Enrolled Subcontractor for the Insured Project by the OCIP Administrator for the Insured Project; or
- 2. Entered into a written contract to perform work at the Insured Project during the policy period of the OCIP Policy, prior to the date that the work incepted, and is intended to be enrolled as a contractor for the Insured Project.

However, Enrolled Subcontractor shall not include:

- i. any manufacturer or supplier of materials not engaged in construction on the Insured Project;
- ii. any contractor or subcontractor engaged in environmental work, including but not limited to, testing for, disinfecting, cleaning up, removing, containing, treating, detoxifying, neutralizing, monitoring, remediating, disposing of, storing or transporting any pollutant;
- iii. any individual or entity performing professional services in connection with the Insured Project, including but not limited to, architects, engineers, geologists, soil professionals, surveyors, real estate agents or brokers, attorneys, accountants or investment/financial advisors; or
- iv. any contractor whose sole responsibility is the operation, erection of, dismantling of or servicing of any crane, unless a separate endorsement attached to the OCIP Policy specifically includes them as an Enrolled Subcontractor for which coverage is provided under the OCIP.

All Enrolled Subcontractors share in the limits of the OCIP Policy. The following responsibilities are required of all Eligible Subcontractors:

- Include this OCIP Manual in all contracts/subcontracts issued to Eligible Subcontractors under its control;
- Notify the OCIP Administrator of all contracts/subcontracts awarded to Eligible Subcontractors under its control;
- Require Eligible Subcontractors under its control to include the OCIP Manual in all contracts/subcontracts issued to lower tier Eligible Subcontractors under their control.



#### **Excluded/Ineligible Parties**

Unless otherwise provided for above, parties/entities that do not qualify for coverage under the OCIP include:

- any manufacturer or supplier of materials not engaged in construction on the Insured Project;
- any contractor or subcontractor engaged in environmental work, including but not limited to, testing for, disinfecting, cleaning up, removing, containing, treating, detoxifying, neutralizing, monitoring, remediating, disposing of, storing or transporting any pollutant;
- any individual or entity performing professional services in connection with the Insured Project, including but not limited to, architects, engineers, geologists, soil professionals, surveyors, real estate agents or brokers, attorneys, accountants or investment/financial advisors; or
- any contractor whose sole responsibility is the operation, erection of, dismantling of or servicing of any crane, unless a separate endorsement attached to the OCIP Policy specifically includes them as an Enrolled Subcontractor for which coverage is provided under the OCIP;

The OCIP Carriers may require additional underwriting information to accept the enrollment of mobile construction equipment, man lift, crane and/or scaffolding Subcontractors. It is the Eligible Subcontractor's responsibility to confirm their eligibility for enrollment in the OCIP with the OCIP Administrator prior to seeking enrollment.

Subcontractors who present an exceptionally hazardous exposure or risk to the Designated Insured Project may not be eligible to enroll, at Owner or General Contractor's discretion, which will be provided to Subcontractor in writing. It is your responsibility to contact the OCIP Broker to confirm your eligibility before you begin work on the Project.

## **OCIP Summary: Coverage**

The Owner is providing the Commercial General Liability and Excess Liability insurance for the Project under an OCIP, as described by the Contract and the OCIP insurance policies. The OCIP coverage is provided as specified by the Binders of Insurance as an attachment to this Manual, and as further described within the actual OCIP Policies. A brief summary of the OCIP is included below:

#### **OCIP Primary Commercial General Liability Insurance**

Excluding Workers' Compensation, Employer's Liability, Commercial Automobile, Professional Liability, and Pollution Liability, applying to all Insureds jointly with the following combined limits as of policy inception:

| Layer                    | Primary Commercial General Liability OCIP                     |
|--------------------------|---|
| Carrier Name             | Capitol Specialty Insurance Corporation                       |
| Carrier Rating – AM Best | A (Excellent) / IX (\$250 Million to Less than \$500 Million) |
| Policy Number            | CT20250037-01   |
| Policy Term              | February 12, 2025 to February 12, 2028                        |
|                          |   |

| Limits      | Coverage   |
|-------------|--|
| \$2,000,000 | Per Occurrence, Bodily Injury & Property Damage      |
| \$2,000,000 | Per Occurrence, Personal Injury & Advertising Injury |
| \$4,000,000 | General Aggregate                                    |
| \$4,000,000 | Products & Completed Operations Aggregate            |

- The policy term is: February 12, 2025 to February 12, 2028
- The Deductible is: Fifty Thousand Dollars (\$50,000) per Occurrence;
- The OCIP Policies provide extended products and completed operations coverage after substantial completion of the Project, all as more clearly defined and specified in the OCIP Policies;
- Defense Costs are covered by the OCIP, outside the policy limits;
- Repair Work, as further defined by the OCIP Policies, coverage will extend for an additional period of time after substantial completion of the Work with respect to liability for bodily injury or property damage arising out of Repair Work, all as more clearly defined and specified in the OCIP Policies;
- Named Insureds in the OCIP Policies as of policy inception include, but are not limited to:
  - o The Owner
  - The Contractor
  - The Enrolled Subcontractors
  - o CCDC Casa Adelante SVN LLC
  - o Chinatown Community Development Center, Inc.
  - o MEDA Casa Adelante SVN LLC
  - Mission Economic Development Agency
  - RJ MT Casa Adelante SVN Housing L.L.C.

## **OCIP Excess Liability Insurance: Lead Excess**

| Layer  | Lead OCIP Excess - \$8,000,000 excess of Primary |
|--|--|
| Carrier Name   | Allied World National Assurance Company          |
| Carrier Rating – A (Excellent) / XV (Greater than or Equal to \$2.00 Billion)  AM Best |  |
| Policy Number  | 0314-5765  |
| Policy Term  | February 12, 2025 to February 12, 2028           |
| Limits   | Coverage   |
| \$8,000,000  | Per Occurrence                                   |
| \$8,000,000  | General Aggregate                                |
| \$8,000,000  | Products & Completed Operations Aggregate        |

## OCIP Excess Liability Insurance: Second Excess | Quota Share | Split 50%/50%

| Layer   Quota Share | 2 <sup>nd</sup> OCIP Excess - \$15,000,000 xs of \$8,000,000 xs of Primary |
|---------------------|--|
| Carrier Name        | Scottsdale Insurance Company (50% of the Layer), and;                      |
| Carrier Marrie      | Gotham Insurance Company (50% of the Layer)                                |
| Carrier Rating –    | Scottsdale: A (Excellent) / XV (Greater than or Equal to \$2.00 Billion)   |
| AM Best             | Gotham: A- (Excellent) / X (\$500 Million to Less than \$750 Million)      |
| Dollay Number       | Scottsdale: XLS2006328   |
| Policy Number       | Gotham: EX202500005923   |
| Policy Term         | February 12, 2025 to February 12, 2028                                     |
|                     |  |
| Limits              | Coverage   |
| \$15,000,000        | Per Occurrence   |
| \$15,000,000        | General Aggregate  |
| \$15,000,000        | Products & Completed Operations Aggregate                                  |

## OCIP Excess Liability Insurance: Third Excess | Quota Share | Split 50%/50%

| Layer   Quota Share | 3 <sup>rd</sup> OCIP Excess - \$25,000,000 xs of \$23,000,000 xs of Primary  |
|---------------------|--|
| Carrier Name        | Westchester Surplus Lines Insurance Company (50% of Layer), and;<br>Westfield Specialty Insurance Company (50% of Layer) |
| Oi D - ti           | ,  |
| Carrier Rating –    | Westcheser: A++ (Superior) / XV (Greater than or Equal to \$2.00 Billion)  |
| AM Best             | Westfield: A (Excellent) / XV (Greater than or Equal to \$2.00 Billion)  |
| Dollar Number       | Westchester: G48670210 001   |
| Policy Number       | Westfield: XSL-467091C-00  |
| Policy Term         | February 12, 2025 to February 12, 2028   |
|                     |  |
| Limits              | Coverage   |
| \$25,000,000        | Per Occurrence   |
| \$25,000,000        | General Aggregate  |
| \$25,000,000        | Products & Completed Operations Aggregate  |

#### OCIP Excess Liability Insurance: Fourth Excess | Quota Share | Split 50%/50%

| Layer   Quota Share         | 4th OCIP Excess - \$25,000,000 xs of \$48,000,000 xs of Primary   |
|-----------------------------|---|
| Carrier Name                | Aspen Specialty Insurance Company (50% of Layer), and;<br>Berkley Assurance Company (50% of Layer)  |
| Carrier Rating –<br>AM Best | Aspen: A (Excellent) / XV (Greater than or Equal to \$2.00 Billion) Berkley: A+ (Superior) / XV (Greater than or Equal to \$2.00 Billion) |
| Policy Number               | Aspen: CX013MX25<br>Berkley: BCS 8800732-10   |
| Policy Term                 | February 12, 2025 to February 12, 2028  |
| Limito for Lover            | Coverage  |
| Limits for Layer            | Coverage  |
| \$25,000,000                | Per Occurrence  |
| \$25,000,000                | General Aggregate   |
| \$25,000,000                | Products & Completed Operations Aggregate   |

#### **Waiver of Subrogation**

The Owner, Contractor and each Enrolled Subcontractor waive all rights against each other and the other Enrolled Subcontractors and employees each of the other, for damages to the extent covered by the OCIP. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

#### **Primary OCIP Policy Forms, Endorsements & Exclusions**

- CALIFORNIA NOTICE D-2
- WHAT TO DO IF YOU HAVE A CLAIM OR POTENTIAL CLAIM OR INCIDENT N-200 (10/23)
- U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE
- TO POLICYHOLDERS N-159 (02/23)
- Common Policy Declarations CGE 1000 06 20
- Locations Schedule CGE 1001 06 20
- Policy Coverage Part Form Schedule CGE 1002 06 20
- Common Policy Conditions IL 00 17 11 98
- Service of Suit E-9000S (04/21)
- California Changes CG 32 34 01 05
- Minimum Earned Premium Fully Earned After Specified Number of Months & Auditable Policy with Minimum Premium CGE 519 (02-24)
- Primary and Noncontributory Other Insurance Condition CG 20 01 12 19
- Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) CG 24 04 12 19
- Nuclear Energy Liability Exclusion Endorsement (Broad Form) IL 00 21 09 08
- Conditional Exclusion of Terrorism (Disposition of Federal Terrorism Risk Insurance Act) CG 21 87 01 15
- Additional Named Insureds CC 01 419 01 20
- Commercial General Liability Declarations CGL 1000 05 20
- Commercial General Liability Coverage Part Form Schedule CGL 1001 05 20
- Designated Insured Project, Including Surrounding Areas CC 01 451 01 21
- Commercial General Liability Coverage Form CG 00 01 04 13
- Deductible Amendatory CC 01 405 01 21
- Additional Named Insureds Enrolled Contractors CC 01 430 05 23



#### **Primary OCIP Policy Forms, Endorsements & Exclusions (Cont.)**

- Crane Operators Included as Enrolled Contractors CC 01 435 01 21
- Knowledge and Notice of Occurrence CC 01 443 01 21
- Primary and Non-Contributory Coverage Named Insureds and Enrolled Contractors CC 01 445 01 21
- Unintentional Errors and Omissions CC 01 449 01 21
- Amend Definition Products-Completed Operations Hazard CC 01 475 01 24
- Amendment of Conditions Premium Basis Endorsement CGL 492 02 16
- Contractors' Products-Completed Operations Hazard Extension Period CC 01 434 01 21
- Extension of Coverage Repair Work CC 01 442 01 21
- Reinstatement of Limits CC 01 446 01 21
- Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization CG 20 10 12 19
- Additional Insured State or Governmental Agency or Subdivision or Political Subdivision Permits or Authorizations CG 20 12 12 19
- Additional Insured Mortgagee, Assignee or Receiver CG 20 18 12 19
- Additional Insured Lessor of Leased Equipment CG 20 28 12 19
- Additional Insured Owners, Lessees or Contractors Completed Operations CG 20 37 12 19
- Exclusion Prior Work Limitation CC 01 090 10 16
- Exclusion Intellectual Property CC 01 098 10 16
- Condominium, Cooperative or Townhouse Projects Exclusion CC 01 134 10 16
- Amend Definition of Suit CC 01 148 10 16
- Condominium/Cooperative/Common Interest Development Conversion Exclusion CC 01 210 07 20
- Exclusion Cross Suits Property Damage, Named Entity Exception (Owner and Contractor) CC 01 438 01 21
- Replace Exclusions j., k., and I. with Property Damage To Insured Project During Construction and Personal Property CC 01 441 08 24
- Exclusion Violation of Law Addressing Data Privacy CG 00 69 12 23
- Exclusion Unmanned Aircraft CG 21 09 06 15
- Communicable Disease Exclusion CG 21 32 05 09
- Exclusion Coverage C Medical Payments CG 21 35 10 01
- Exclusion New Entities CG 21 36 03 05
- Exclusion Damage to Premises Rented to You CG 21 45 07 98
- Employment-Related Practices Exclusion CG 21 47 12 07
- Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception CG 21 65 12 04
- Fungi or Bacteria Exclusion CG 21 67 12 04
- Exclusion Exterior Insulation and Finish Systems CG 21 86 12 04
- Silica or Silica-Related Dust Exclusion CG 21 96 03 05
- Exclusion Contractors Professional Liability CG 22 79 04 13
- Exclusion Real Estate Agents Or Brokers Errors Or Omissions CG 23 01 04 13
- Amendment of Insured Contract Definition CG 24 26 04 13
- Exclusion Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) CG 40 32 05 23
- Exclusion Cyber Incident CG 40 35 12 23
- Exclusion Punitive or Statutory Damages CGL 004 01 13
- Exclusion Lead Liability CGL 135 01 13
- Drywall Contaminant Exclusion CGL 390 04 10
- Exclusion Asbestos or Asbestos-Related Dust CGL 453 08 18
- Exclusion of Certified Acts of Terrorism CG 21 73 01 15

This summary is not intended to amend or alter any provisions of the actual insurance policies.

If a conflict should occur, the insurance policies shall govern.

Actual policy copies will be provided upon written request.

## **Coverage Trigger**

Coverage will begin the date you begin work at the Covered Project, but is contingent on first completing the OCIP Enrollment process online through the Arthur J. Gallagher Risk Management Services' Contractor Portal at:

#### https://ajg.vuewrapup.com/contractorportal

Once your enrollment has been completed, you will receive a Certificate of Insurance confirming the coverage from Arthur J. Gallagher Risk Management Services, LLC. It is your responsibility to complete and satisfy all enrollment requirements before you begin work on the Covered Project. You are also responsible for ensuring that any lower tier subcontractors you hire also complete the Online Enrollment before they begin their work at the Covered Project. If you or your lower tier Subcontractors have not completed the Online Enrollment process and have not received confirmation of enrollment from Arthur J. Gallagher Risk Management Services, LLC, no OCIP coverage will be afforded, and you are not permitted on the Covered Project.

The coverages under the OCIP program do not include all insurance needed by the Subcontractor and its Subcontractors of any tier. For example, OCIP coverage applies only to the operations of, and for each Enrolled Subcontractor, at the Covered Project. Coverage does not apply to the operations of any Insured in their regularly established main or branch office, factory, warehouse, or similar place. Independent Truckers/Haulers are not Insureds under the OCIP.

If you are uncertain whether your firm is eligible for enrollment, or wish to confirm of your eligibility, please contact the OCIP Administrator at Arthur J. Gallagher Risk Management Services, LLC. Contact information can be found in the Personnel Directory within this Manual.

The General Contractor will coordinate the program at the Covered Project. Gallagher Construction Services, a business unit of Arthur J. Gallagher Risk Management Services, LLC, will be administering the OCIP program from their offices.

#### **Claims**

Claims must be reported to: <u>GGB.NRCClaimsCenter@ajg.com</u> with a cc to the Owner, OCIP Broker and General Contractor Claims Contact as provided for within this Manual.

## **OCIP Summary: Deductible Obligations**

#### **OCIP Deductible Obligations**

The OCIP includes a per occurrence Deductible ("OCIP Deductible") of Fifty Thousand Dollars (\$50,000) per occurrence, with no aggregate. The OCIP Deductible includes damages, defense costs and claims adjustment expenses. In the event a claim which is covered by the OCIP Policies incurs a cost which is charged to the OCIP Deductible, when Contractor is in control of the project site at time of occurrence, Contractor and Enrolled Subcontractors are obligated to contribute toward the OCIP Deductible in the manner set forth herein:

- At discretion of Contractor, each Enrolled Subcontractor whose work or operations was related to and/or involved in the loss or claim shall contribute to the OCIP Deductible an amount equal to the greater of either: (1) Five Thousand Dollars (\$5,000); or (2) the per occurrence/per claim deductible or self-insured retention on the commercial general liability policy maintained by the Enrolled Subcontractor at the time its Subcontract was executed.
- Contractor shall contribute towards each claim under the OCIP after contribution from Enrolled Subcontractors
  as noted above, if any amount remains to satisfy the deductible applied in each occurrence, subject to a maximum
  of Twenty Five Thousand Dollars (\$25,000) per occurrence. Any remaining amounts due shall the be the
  responsibility of the Owner.
- Contractor's and Enrolled Subcontractor's obligation to contribute towards the OCIP Deductible shall survive final
  completion of the Work and continue for the applicable statute of repose. Contractor and Enrolled Subcontractors
  shall pay their allocated share of the OCIP Deductible to the Owner within thirty (30) days of Owner's request.

Contractor's Pollution Liability Policy ("CPL Policy"), placed by Owner on behalf of the Contractor and Enrolled Subcontractors, with limits applicable to this Project, shall have the same deductible contributions on the CPL Policy as the OCIP described herein

#### **Builder's Risk Deductible Obligations**

The Builder's Risk policy at inception includes deductibles of up to One Hundred Thousand Dollars (\$100,000) per occurrence for all claims, except; Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence as respects water damage; and a thirty (30) day waiting period as respects delays in completion resulting from a covered peril. The policy does not contain an aggregate with regard to the deductibles. In the event a claim which is covered by the Builder's Risk policy incurs a cost which is charged to the deductible(s), if Contractor and/or their Subcontractors are in control of the Project site at the time of the occurrence, Contractor and their Subcontractors are obligated to contribute toward the Builder's Risk Policy Deductible in the manner set forth herein:

- 1. It is hereby agreed that Contractor's contribution towards the Builder's Risk Deductible is Twenty Five Thousand Dollars (\$25,000) per occurrence, except; Fifty Thousand Dollars (\$50,000) per occurrence for water damage, for each claim or occurrence under the Builder's Risk when Contractor is in control of the Project Site;
- Contractor may allocate a share of the Builder's Risk Deductible for each claim occurring under the Builder's Risk policy involving Subcontractor's work. Contractor shall have the sole discretion in determining whether the Subcontractor's work is involved in the claim, and whether they must contribute towards the Builder's Risk Deductible;
- 3. Contractor shall take reasonable efforts to obtain contributions towards the Builder's Risk Deductible from their Subcontractors. Contractor reasonable efforts shall not require the Contractor to instigate litigation, arbitration, or other dispute resolution proceeding against such Subcontractors;



- 4. Contractor will not allocate to Subcontractors collectively an amount which exceeds the total Deductible applied by the Builder's Risk Insurer(s) to any claim. Subcontractors will pay their allocated share of the Builder's Risk Deductible to the Contractor immediately upon Contractor's request;
- 5. Contractor will pay their allocated share of the Builder's Risk Deductible to the Owner within thirty (30) days of Owner's request;
- 6. This allocation of the Builder's Risk Deductible is not an indemnity claim and shall remain uninsured by all parties. It is a contractual allocation of the mutual obligations of the insureds under the Policy;
- 7. Losses subject to the Builder's Risk Deductible in excess of Twenty Five Thousand Dollars (\$25,000) per occurrence, and Fifty Thousand Dollars (\$50,000) for Water Damage, are the responsibility of the Owner;
- 8. This allocation of the Builder's Risk Deductible is not an indemnity claim and shall remain uninsured by all parties. It is a contractual allocation of the mutual obligations of the parties related to the deductibles under the policy.

# **Enrollment Responsibilities Flow Chart**

| # | Action Item  | Responsibility  |
|---|--|---|
| 1 | Distribute Manual to prospective bidders or subcontractors.  | General Contractor  |
| 2 | Send Manual to your Insurance Agent/Broker for assistance, if necessary, in completing the Online Enrollment.  | Eligible Subcontractor (Subcontractor)  |
| 3 | Distribute Manual to prospective lower tier bidders/Subcontractors.  | Eligible Subcontractor (Subcontractor)  |
| 4 | Complete Online Enrollment and forward to Gallagher insurance documents from you and your lower tier Subcontractors.   | Eligible Subcontractor (Subcontractor)  |
| 5 | Send Insurance Certificate to General Contractor in accordance with the Insurance Requirements of the Subcontract Agreement.   | Eligible Subcontractor (Subcontractor)  |
| 6 | Confirm all site Subcontractors' and/or lower-tier Subcontractors (Eligible Subcontractors) have been enrolled in OCIP program. Gallagher will issue written confirmation. | Arthur J. Gallagher Risk<br>Management Services, LLC                                |
| 7 | Certificate of Insurance and policy copies issued to Enrolled Subcontractor.   | Arthur J. Gallagher Risk<br>Management Services, LLC                                |
| 8 | Advise your Insurance Agent/Broker of insurance coverages provided by General Contractor so that proper notice can be made to your current insurers.                       | Enrolled Subcontractors<br>(Subcontractors & Lower Tiers who<br>have been enrolled) |
| 9 | Complete "Notice of Work Completion" online when all your work is completed.   | Enrolled Subcontractors<br>(Subcontractors & Lower Tiers who<br>have been enrolled) |

## Claims

Claims must be reported to: <u>GGB.NRCClaimsCenter@ajg.com</u> with a cc to the Owner, OCIP Broker and General Contractor Claims Contact as provided for within this Manual.

## Insurance Required From Subcontractors of Any Tier

Please note that the coverages provided by Owner are intended to cover Enrolled Subcontractors only while they are actively engaged in construction activities at the Covered Project. Therefore it is imperative that Enrolled Subcontractors maintain their own insurance coverage for Off-Site Work.

Many types of coverage are not provided by the OCIP, including but not limited to: workers' compensation, employer's liability, automobile liability, and professional liability insurance. All Enrolled Subcontractors are required to maintain coverage in accordance with their Contract/Subcontract. Enrollment in the OCIP does not waive or alter such requirements, except as provided therein.

The OCIP does not cover Enrolled Subcontractor for loss or damage to materials, tools, equipment and other personal property. Each Enrolled Subcontractor shall be solely responsible for any loss or damage to their personal property, including, without limitation, their or their tools and equipment, mobile construction equipment, cranes, scaffolding, and temporary structures, whether owned, used, leased or rented by the Enrolled Subcontractor. Enrolled Subcontractor may, at its option, purchase, maintain and pay for insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any such insurance, including self-insurance, shall be the Enrolled Subcontractor's sole source of recovery in the event of a loss with respect to the foregoing property.

All Enrolled Subcontractors should have their insurance agent, broker and legal counsel review the coverage and limits provided by the OCIP policy(s) for adequacy against their existing program. In order to eliminate duplicate insurance premiums, Enrolled Subcontractors may have to coordinate with their insurance broker/agent to amend their insurance program to recognize coverage provided to them under this OCIP.

Any insurance for higher limits or other coverage that may be required by the Contract, by law, or needed for the Enrolled Subcontractors' protection must be purchased separately. Any premiums, deductibles or self-insured retentions under these additional coverages shall be borne by the Enrolled Subcontractors' respectively.

#### **Minimum Insurance Requirements**

Enrolled Subcontractors shall comply with the insurance requirements noted in their respective Contract/Subcontract.

At a minimum, Enrolled Subcontractor's insurance policies shall provide the following protections:

Additional Insured. The Owner, Casa Adelante SVN Housing LP, CCDC Casa Adelante SVN LLC, Chinatown Community Development Center, MEDA Casa Adelante SVN LLC, Mission Economic Development Agency, Raymond James Affordable Housing Investments Inc, Housing Trust Silicon Valley, the Mayor's Office of Housing and Community Development, the City and County of San Francisco (and their respective commissioners, members, officers, agents, and employees), JPMorgan Chase Bank, N.A, and each of the aforementioned entity's respective lenders, investors, members, partners, officers, directors, employees, agents and assigns (collectively, the "Owner Additional Insureds") shall be named as additional insureds pursuant to endorsements in the form of ISO CG 20 10 12 19 or equivalent policy provisions as respects commercial general liability and excess liability; and form CA 20 48 10 13 or equivalent policy provisions as respects commercial automobile liability. The additional insured coverage shall not include any special limitations on the scope of protection afforded to the Owner Additional Insureds.

<u>Primary & Non-Contributory</u>. All policies maintained by Contractor (except for professional liability, workers compensation and employers liability) shall be endorsed to state the coverage shall be primary and any coverage maintained by any of the Owner Additional Insureds shall be considered excess and not contributing. However, this provision shall not apply to the commercial general liability and any umbrella/excess liability policy(ies) of Contractor as respects On-Site Work which is covered by the OCIP on a primary basis.

Waiver of Subrogation. All policies (except Professional Liability) maintained by Contractor shall contain or be endorsed to contain a waiver of rights of recovery (including, but not limited to, subrogation) in favor of the Owner Additional Insureds.

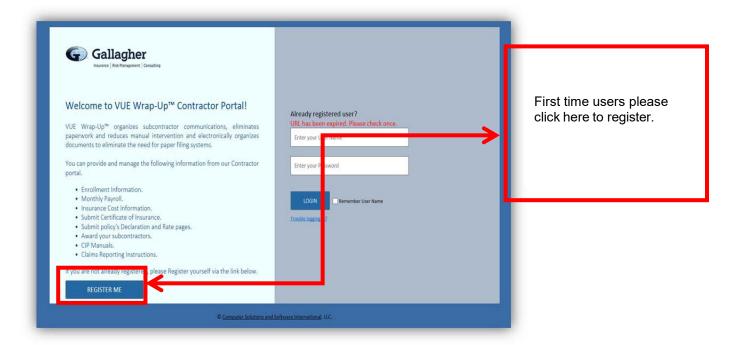
The Insurance Manual outlines the minimum required coverages for all participants. Please note that progress payments may be withheld if required insurance is not on file.

## Online Enrollment Instructions - AJG/VUE Online Portal

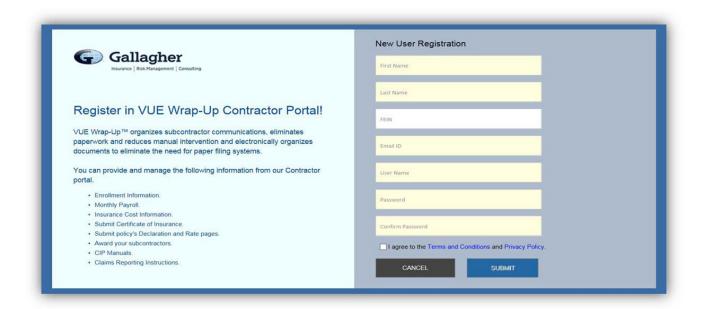
To start please open your internet browser and go to the AJG Wrap-up Management Portal URL (<a href="https://aig.vuewrapup.com/contractorportal">https://aig.vuewrapup.com/contractorportal</a>). This will open the portal login screen.

#### Step 1: Registering and Logging In

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



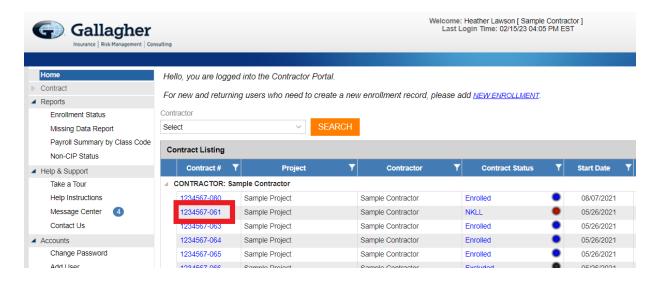
A. Fill in the form with your first name, last name, email ID (email address) and enter the user ID you would like to use. Your user ID can be any name or phase you will easily remember, such as your first initial and last name (preferred), your company name, or your email address. Password must contain letters, numbers and symbols. All fields are required.



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

#### Step 2: Accessing Existing Enrollment or Adding a New Enrollment

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

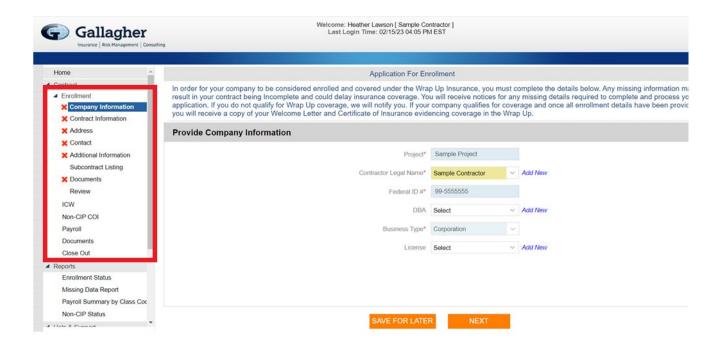


- B. If you do not see a contract for the specific project you are enrolling in, click the "New Enrollment" button.
- C. When the user clicks on the <u>New Enrollment</u> link, a pop up screen will open as shown below. Users should provide the Project Code as listed in their Wrap Up manual or provided by their Wrap Up Administrator.

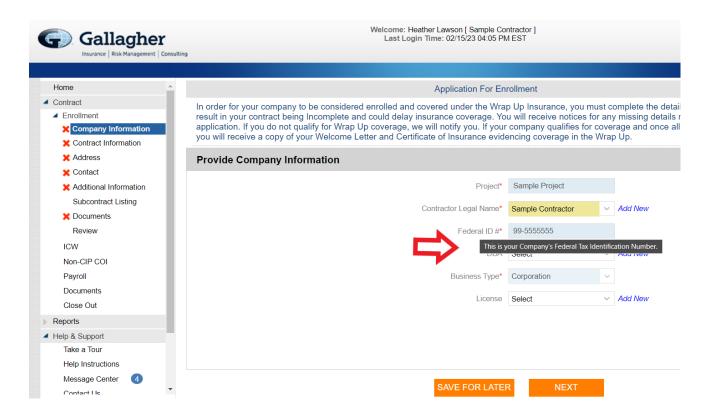


#### **Step 3: Completing the Application For Enrollment**

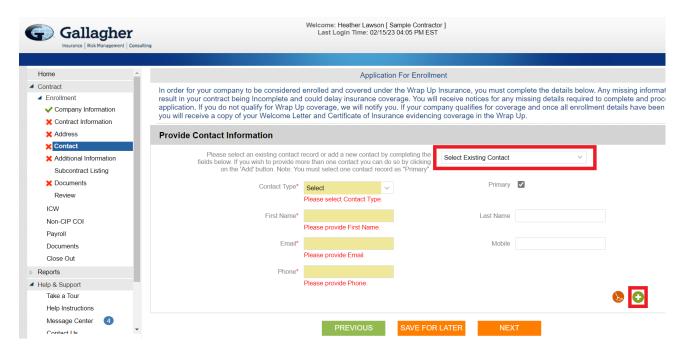
- A. The Application For Enrollment includes the following sections, each of which can be accessed via the Menu on the left of the screen:
  - a. Company Information
  - b. Contract Information
  - c. Address Information
  - d. Contact Information
  - e. Subcontract Listing



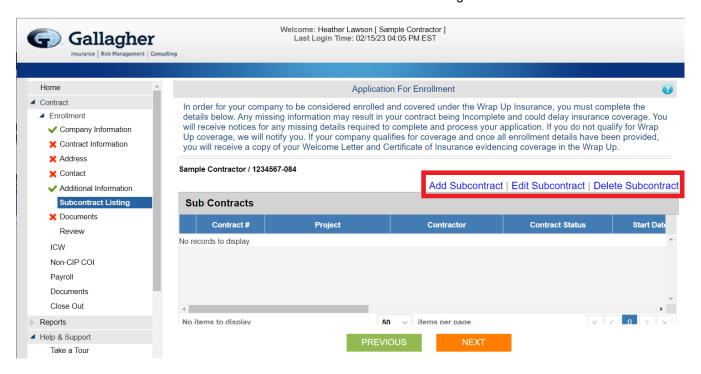
Fill in each section with your information to the best of your ability. Fields in yellow are required to submit the enrollment. For a new enrollment, all fields should be filled in. If a contract has been added to your portal by an AJG Wrap-up Administrator, you may not be able to edit some fields. If you notice a mistake in a non-editable field, contact your AJG Wrap-up Administrator and ask them to make the update. If you are not sure what a field is requesting, hovering over the field title will show captioned explanations:



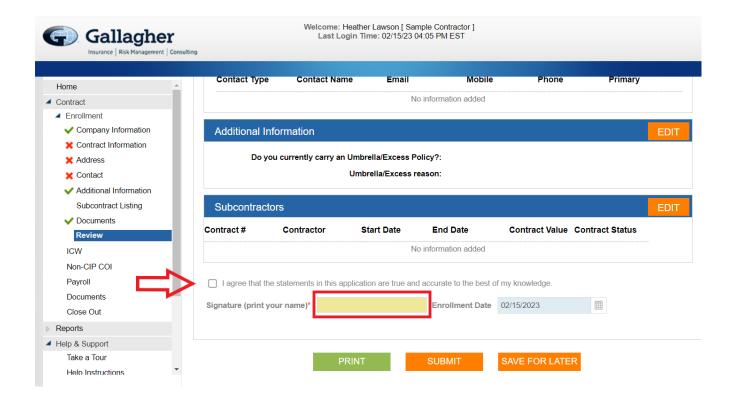
- a. Company Information -You must enter your correct Federal ID # if it's not there.
- b. Contract Information This information should be specific to this project and contract.
- c. Address Please provide your company's address. If you have multiple addresses please provide the address for the branch that is responsible for the contract.
- d. Contact In the Contact section you must enter at least one contact and it must be marked as primary. You may also add additional contacts by clicking the green plus sign on the right side of the screen. If you have previous enrollments you can select Existing Contacts here:



e. Subcontract Listings – You must add any on site subcontractors you have awarded. Subcontractors must be enrolled separately. "Add Subcontract", "Edit Subcontract", and "Delete Subcontract" are available in blue on the right side of the screen:



Review – Please review the information entered and any information needs revised click the orange "EDIT" button on the right side of the line. If everything is correct click the "I agree that the statements in this application are true and accurate to the best of my knowledge." box and enter your name into the Signature box:



## Accident Reporting for OCIP Claims

#### **OCIP Claim Reporting Requirements**

If an injury is involved, the Enrolled Subcontractor must immediately arrange for first aid or other required medical treatment for the injured party. All Incidents, regardless of severity, shall be reported immediately to the Job Site Contact, On-Site Safety Coordinator, and reported to: <a href="mailto:GGB.NRCClaimsCenter@ajg.com">GGB.NRCClaimsCenter@ajg.com</a> with a cc to the Owner, OCIP Broker and General Contractor Claims Contact as provided for within this Manual, within 24 hours of learning of the occurrence or claim.

The OCIP Claim & Incident Form included in this Manual must be completed and provided with the following distribution:

- OCIP Owner
- OCIP Owner's Project Manager
- General Contractor
- General Contractor's Safety & Claims Contact
- OCIP Broker & Claims Representative

Any Court Summons, legal documents or other correspondence must be immediately referred to the OCIP Broker by email and registered mail. Additional questions concerning suit papers should be referred to the OCIP Broker.

It is critical that as a representative of the Project, all Enrolled Subcontractors offer no opinions relating to a claim or potential claim to any party without the express written authorization of the Owner, Contractor or OCIP Carriers. Failing to abide by this rule may prejudice the investigation or the ultimate resolution of the claim.

#### **On-Site Automobile Claims**

The OCIP does not include Automobile Liability. It is the sole responsibility of each Enrolled Subcontractor to report accidents/claims involving their automobiles and/or their employees to their own respective automobile insurers.

That being said, all automobile accidents occurring on or around the Covered Project must also be reported to the OCIP. These accidents will be investigated with regard to any liability arising out of the Project's construction activities that could result in any potential OCIP claim(s). Each Enrolled Subcontractor shall cooperate in the investigation of all automobile accidents.

#### **Claims Notification**

Claims must be reported to: <u>GGB.NRCClaimsCenter@ajg.com</u> with a cc to the Owner, OCIP Broker and General Contractor Claims Contact as provided for within this Manual.

# **OCIP Claim & Incident Form**

| Incident Information               |                |              |               |             |
|------------------------------------|----------------|--------------|---------------|-------------|
| Prepared by:                       | Title:         |              | Phone Number: |             |
| Location Name:                     |                |              |               |             |
| Location Street Address:           | City:          |              | State:        | Zip:        |
| Incident Date:                     | Time:          |              | Weather       | Conditions: |
| Who Reported Incident to you?      | Date Reported: |              |               |             |
| Point of Contact for Insurance Com | pany:          | Phone Number | -:            |             |
| Claimant Information               |                |              |               |             |
| Name:                              | Home Phone:    |              | Work Pl       | hone:       |
| Street Address:                    | City:          |              | State:        | Zip:        |
| Claimant's Version:                |                |              |               |             |
| Injuries/Property Damage:          |                |              |               |             |
| Damage to Our Property (be specifi | c):            |              |               |             |
| Witness Information                |                |              |               |             |
| Witness Name:                      | Home Phone:    |              | Work Pl       | hone:       |
| Witness Address:                   | City:          |              | State:        | Zip:        |
| Witness Name:                      | Home Phone:    |              | Work Pl       | hone:       |
| Witness Address:                   | City:          |              | State:        | Zip:        |
| Police                             |                |              |               |             |
| Investigating Officer/Agency:      |                |              |               | Report #:   |
| Action Taken:                      |                |              |               |             |
| Reported to:                       | Date:          |              |               |             |
| Signed:                            |                | Date:        |               |             |

| Additional Information / Notes |  |
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# Personnel Directory

#### **OCIP** Owner

| Company Name:    | Casa Adelante SVN Housing, L.P.   |
|------------------|---|
| Mailing Address: | c/o Chinatown Community Development Center, Inc.<br>615 Grant Avenue, 3rd Floor, San Francisco, CA, 94108 |
| Contact Name:    | Kim Piechota  |
| Title:           | Director Development  |
| Phone:           | (415) 706-3935  |
| Email:           | Kpiechota@chinatowncdc.org  |

## **OCIP Owner | Project Management Contacts**

| Contact Name: | Angelina Perez                  | Seth Furman            |
|---------------|---------------------------------|------------------------|
| Title:        | Project Manager                 | Senior Project Manager |
| Phone:        | (415) 375-1156                  | (415) 376-8896         |
| Email:        | angelina.perez@chinatowncdc.org | sfurman@medasf.org     |

## **General Contractor | Corporate Contact**

| Company Name:    | Guzman Construction Group & Marinship Development Interest            |
|------------------|---|
| Mailing Address: | c/o Guzman Construction<br>885 Folsom Street, San Francisco, CA 94107 |
| Contact Name:    | Miguel Guzman   |
| Title:           | President & CEO, Guzman Construction Group                            |
| Phone:           | (415) 859-1345  |
| Email:           | miguel@guzmangc.com   |

## **General Contractor | Project Management Contact**

| Contact Name: | Lucas Livingston                 |
|---------------|----------------------------------|
| Title:        | Project Manager                  |
| Phone:        | (707) 813-4016                   |
| Email:        | <u>llivingstone@guzmangc.com</u> |

## **General Contractor | Safety & Claims Contact**

| Contact Name: | Alma Muro          |
|---------------|--------------------|
| Title:        | Accounting Manager |
| Phone:        | (415) 412-5873     |
| Email:        | amuro@guzmangc.com |

#### **OCIP Administrator**

| Company Name:    | Gallagher Construction Services, a business unit of:<br>Arthur J. Gallagher Risk Management Services, LLC |
|------------------|---|
| Mailing Address: | 2121 N. California Blvd., Suite 350, Walnut Creek, CA 94596   |
| Contact Name:    | Jen Ackerman  |
| Phone:           | (725) 735-3908  |
| Email:           | jen_ackerman@ajg.com  |

#### **OCIP Broker**

| Company Name:    | Arthur J. Gallagher Risk Management Services, LLC      |
|------------------|--|
| Mailing Address: | 595 Market Street, Suite 2100, San Francisco, CA 94105 |
| Contact Name:    | Justin Dove  |
| Title:           | Area Executive Vice President                          |
| Phone:           | (415) 536-4016   |
| Email:           | Justin Dove@ajg.com                                    |

## **OCIP Claims Notifications**

| Company Name:      | Arthur J. Gallagher Risk Management Services, LLC      |
|--------------------|--|
| Mailing Address:   | 595 Market Street, Suite 2100, San Francisco, CA 94105 |
| Email   Primary:   | GGB.NRCClaimsCenter@ajg.com                            |
| Email   cc Holder: | Justin Dove@ajg.com, Owner & Contractor Claims Contact |

# **Definitions for Purposes of This Manual**

| Term                             | Definition  |
|----------------------------------|---|
| Eligible<br>Subcontractor(s):    | Means Subcontractors of any tier performing On-Site Work who, prior to commencement of their Work, seek enrollment into the OCIP for the Project. All Eligible Subcontractors are required to enroll in the OCIP unless determined otherwise in writing by the Owner or OCIP Administrator.   |
|                                  | Eligible Subcontractors become Enrolled Subcontractors when they have been enrolled into the OCIP.  |
| Enrolled<br>Subcontractor(s)     | Means a contractor that is licensed where required by state law and who, prior to the commencement of their work on the Insured Project, has:   |
|                                  | <ol> <li>Completed the enrollment document on file with the Wrap Administrator for<br/>the Insured Project, or has been vetted and approved as an Enrolled<br/>Subcontractor for the Insured Project by the OCIP Administrator for the<br/>Insured Project; or</li> </ol>   |
|                                  | <ol><li>Entered into a written contract to perform work at the Insured Project during<br/>the policy period of the OCIP Policy, prior to the date that the work incepted,<br/>and is intended to be enrolled as a contractor for the Insured Project.</li></ol>   |
|                                  | However, Enrolled Subcontractor shall not include:  |
|                                  | <ul> <li>any manufacturer or supplier of materials not engaged in construction on the<br/>Insured Project;</li> </ul>   |
|                                  | <ul> <li>ii. any contractor or subcontractor engaged in environmental work, including but not limited to, testing for, disinfecting, cleaning up, removing, containing, treating, detoxifying, neutralizing, monitoring, remediating, disposing of, storing or transporting any pollutant;</li> <li>iii. any individual or entity performing professional services in connection with the Insured Project, including but not limited to, architects, engineers, geologists, soil professionals, surveyors, real estate agents or brokers, attorneys, accountants or investment/financial advisors; or</li> <li>iv. any contractor whose sole responsibility is the operation, erection of, dismantling of or servicing of any crane, unless a separate endorsement</li> </ul> |
|                                  | attached to the OCIP Policy specifically includes them as an Enrolled Subcontractor for which coverage is provided under the OCIP.  |
| Non-Enrolled<br>Subcontractor(s) | Any contractor or Subcontractor not enrolled in the OCIP  |
| General<br>Contractor            | Guzman Construction Group and Marinship, a joint venture partnership c/o Guzman Construction 885 Folsom Street San Francisco, CA 94107  |
| OCIP                             | Means the Owner Controlled Insurance Program  |

| Term  | Definition   |
|---|--|
| OCIP Carriers   | Means the company or companies issuing the OCIP Policies   |
| OCIP Policies   | Means a group of policies to insure against certain exposures shared among the participants in the Project.  |
| OCIP Carriers   | Means the company or companies issuing the OCIP Policies   |
| On-Site Work  | Work performed at the Designated Insured Project   |
| Off-Site Work   | Work performed that is not included in the definition of On-Site Work.   |
| Owner   | Casa Adelante SVN Housing, L.P. c/o Chinatown Community Development Center, Inc. 615 Grant Avenue, 3rd Floor San Francisco, CA 94108   |
| Designated Insured Project, Including Surrounding Areas Form #CC 01 451 (01-21) | Project Name: Casa Adelante 1515 South Van Ness  Project Address: 1515 South Van Ness Avenue San Francisco, CA 94110-4608  Project Description: Ground up construction of a 9-story, 168-unit, Type IA Concrete Apartment Building |