

Exhibit D-1
OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

1.1 INTRODUCTION

The District, hereinafter called the “Owner” has elected, at its sole discretion, to implement an Owner Controlled Insurance Program (“OCIP”) under the Statewide Educational Wrap Up Program (“SEWUP”). The SEWUP Joint Powers Authority (“JPA”) will be providing the OCIP on behalf of the Owner. All terms and conditions of the SEWUP Contractual Provisions will apply during the term of the contract.

The OCIP will be primary to other valid and collectable insurance for the owner and enrolled parties in the program. The SEWUP JPA will provide Workers’ Compensation, Employer’s Liability, General & Excess Liability, Contractor’s Pollution Liability, and Builder’s Risk insurance for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site (hereinafter called “Project”). The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents.

Insurance coverage provided under the OCIP is limited in scope and specific to Work performed after the inception date of enrollment into the OCIP. Labor and ongoing operations related to offsite locations are not covered by the OCIP. In addition to any insurance provided by the Owner, all Contractors/Subcontractors will be responsible for providing certain insurance as specified in section 1.7. The Owner recommends that Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained, prior to contract acceptance.

Keenan & Associates, hereinafter called “Program Administrator”, shall administer the OCIP on behalf of the SEWUP JPA. At all times, all Contractors/Subcontractors, shall (a) cooperate with Owner, Program Administrator, and all OCIP insurers, as applicable, and their respective consultants, agents and representatives, in its or their administration of the OCIP and all other terms and conditions described herein and (b) comply with the terms, conditions, warranties, and subjectivities of the insurance policies provided pursuant to the OCIP, including, without limitation, any and all directives and requirements of Owner’s and the OCIP insurers’ respective consultants, agents and representatives, including, without limitation, any directive or requirement relating to loss control, and quality control, and the closure to Owner’s satisfaction of open items on any and all quality control checklists and inventories.

A. Participation in the OCIP

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor/Subcontractor must follow the guidelines, as specified in section 1.5.

Enrollment (Definition): An Eligible Contractor/Subcontractor is considered Enrolled once required documents are received, reviewed and processed by the OCIP Program Administrator to the insurer. (See Sections 1.7 and 1.8)

Contractor (Definition): Includes all vendors, suppliers, businesses, persons, or entities and entities which the Owner has engaged directly by contract to perform services relating to the Project.

Subcontractor (Definition): Includes all vendors’ suppliers, businesses, and other persons or entities that have been engaged by a Contractor to perform, or assist with the performance of, services relating to the Project.

Eligible (Definition): Includes all Contractors/Subcontractors providing direct labor on the Project, and excludes Ineligible Contractors, as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible (Definition): Ineligible (Definition): It is not the intent to insure (but is not limited to): consultants; suppliers; abatement and/or removal of hazardous materials; vendors; materials dealers; surveyors; consultants; guard services; non-construction janitorial services; and truckers, including

trucking to the Project where delivery is the only scope of work performed; contractors subbing out installation who are not performing labor on the project site; and contractors performing landscape maintenance (though landscape work itself is covered). Ineligible parties are required to ensure that any eligible subcontractors who provide on-site labor comply with the OCIP Enrollment **Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner and approved by the Program Administrator**

EACH CONTRACTOR/SUBCONTRACTOR MUST INCLUDE THIS DOCUMENT WITH THEIR BID SPECIFICATIONS TO ANY AND ALL SUBCONTRACTORS. Any contractor/subcontractor's failure to comply with the OCIP Administrator and all OCIP requirements shall be considered non-compliant under the contract.

Enrollment of each Contractor's eligible Subcontractors is mandatory. Contractor shall notify Owner and the Program Administrator in writing of the identity of each Subcontractor, and shall cause each Subcontractor to notify the Program Administrator in writing of the identity of each of its Sub-subcontractors, prior to such parties' commencement of their portion of the Work and prior to their entry onto the Project. Subcontractors shall not be deemed enrolled until the Program Administrator and OCIP insurers receive and approve a completed Contract Enrollment Form, for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Each Subcontractor shall be solely responsible for any and all losses, damages, claims, liabilities, and suits arising out of such Subcontractor's failure to enroll, or delay in enrolling, any of its Subcontractors.

Unless otherwise directed by the Owner, Ineligible Contractors and Subcontractors will be required to maintain their own insurance for both on-site and off-site activities and will be required to participate in the Project Safety Program (See Section 1.16). Minimum Insurance and endorsement requirements are located in Section 1.7 & 1.8.

B. Project Site and Offsite Premises

Coverages provided by the OCIP are **Project Site** specific. The Project Site shall be designated by the Owner. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

With the exception of 1 and 2 mentioned above, off-site locations, labor and ongoing operations are not covered by the OCIP. It will be the responsibility of each Contractor/Subcontractor to maintain off-site insurance, as identified in Section 1.7, which specifies coverage types and minimum limits. Contractor/Subcontractor will promptly furnish to the Owner, or its designated representative, Certificates of Insurance evidencing that all required insurance is in force.

1.2 PREQUALIFICATION & COST IDENTIFICATION

A. Contractor Pre-Qualification

Pursuant to Government Code Section 4420.5, Bidders must meet certain minimum standards in order to bid on the Owners' Project. The following qualification standards apply to ALL Bidding Contractors at time of bid opening:

1. **Have an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years.**
2. **Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years**

3. **Provide evidence of an Injury and Illness Prevention Program (IIPP). Evidence is required to be submitted after bid opening and prior to bid award.**

FAILURE TO MEET THESE MINIMUM STANDARDS SHALL DISQUALIFY THE BIDDER.

B. Contractor Insurance Cost Identification

Contractor's base bid shall exclude all costs for insurance coverages provided under the OCIP. If insurance cost is not removed, the bidder may not qualify as the lowest responsive bidder. The Bidder declares under penalty of perjury under California law, that the base bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.

C. Change Order Pricing

All Contractors/Subcontractors declare, under penalty of perjury under California law, that the change order is priced to exclude any costs relating to any insurance coverage afforded under the OCIP.

1.3 OWNER-PROVIDED INSURANCE COVERAGES

CONTRACTOR/SUBCONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND LIMITATIONS. IN THE EVENT OF ANY CLAIM OR QUESTION REGARDING COVERAGE PROVIDED BY THE OCIP, THE ORIGINAL POLICIES WILL PREVAIL AS THE SOLE BINDING AGREEMENT. OCIP POLICIES AND PROJECT INSURANCE MANUAL ARE AVAILABLE UPON WRITTEN REQUEST TO THE PROGRAM ADMINISTRATOR.

OCIP coverage applies only to Work performed under the contract at the Project. All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.

Such policies or programs may be amended from time to time, and the terms of such policies or programs, as amended, are incorporated herein by reference.

The Contractors/Subcontractors enrolled in the OCIP agree that the OCIP policies' limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP. As of March 2018, 100% of the limits are available with an estimated \$800 Million in construction values to be insured.

- A. **Workers' Compensation and Employer's Liability Insurance, will be provided in accordance with applicable state laws, to all Enrolled Contractors/Subcontractors, each as named insured, and issued an individual policy) reflecting the following Limits of Liability:**

Workers' Compensation:

- California Statutory Benefits

Employer's Liability:

- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease – Policy Limit
- \$1,000,000 Bodily Injury by Disease – Each Employee

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth on the table attached as

KNOWN OCIP POLICY EXCLUSIONS

Workers Compensation

Bodily Injury Outside US or Canada
 Bodily Injury To Any Member of Flying Crew
 Bodily Injury To Person Subject To Federal Workers' Compensation
 Bodily Injury To Person Subject To Occupational Disease Laws
 Contractual Liability
 Employees Knowingly Employed Illegally
 Employment Related Practices
 Intentional or Aggravated Bodily Injury
 Obligations Imposed By Disability Benefits or Any Similar Law
 Obligations Imposed By Occupational Disease Laws
 Obligations Imposed By Unemployment Compensation Laws
 Obligations Imposed By Workers' Compensation Laws
 State or Federal Law Violation Fines, Penalties

Builders Risk

Asbestos
 Certain Offsite Property
 Certain Release, Discharge, Escape, or Dispersal Of Contaminants
 Certified Acts of Terrorism (Can be added)
 Cessation of Work
 Contractor's Tools, Machinery, Plans, Equipment
 Cost of Making Good
 Damage To Existing Property (Can be added)
 Damage While Testing Prototype or Used Machinery/Equipment
 Damages, Fines, Penalties At Government Agency or Court Order
 Disappearance or When Revealed By Inventory Shortage Alone
 Earth Movement (Optional sublimits can be added)
 Electrical, Magnetic, or Errors Related To Electronic Records
 Financial Accounts, Instruments, Stamps, Deeds, Precious Material
 Flood (Optional sublimits can be added)
 Foreign Terrorism
 Infidelity, Dishonesty, Fraudulent Activity Of Insured
 Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement
 Loss Under Any Manufacturer or Supplier Guarantee/Warranty
 Normal Subsidence
 Nuclear
 Offshore Or Barrier Island Property
 Property That Stores, Processes, or Handles Radioactive Materials
 Rolling Stock, Aircraft, Watercraft
 Software Loss, unless results from an Open Peril
 Standing Timber, Growing Crops, Animals
 Vehicles or Equipment Licensed For Highway Use
 War and Military Action

General Liability

Aircraft, Auto or Watercraft
 Asbestos
 Certain Exclusions To Medical Payments Coverage
 Certain Exclusions To Personal and Advertising Injury Liability
 Certified Acts of Terrorism
 Contractual Liability (Limited Coverage Provided)
 Employers Liability
 Employment Related Practices
 Expected or Intended Injury
 Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"
 Fungi Or Bacteria
 Lead
 Mobile Equipment
 Nuclear
 Personal and Advertising Bodily Injury
 Pollution
 Prior Continuous, or Progressively Deteriorating Injury or Damage
 Professional Liability
 Recall of Products, Work Or Impaired Property
 Silica or Silica Mixed Dust
 Violation of Statutes Governing Collecting, Transmitting Information
 Violation of Statutes Governing Email, Fax, Phone Calls
 War
 Workers Compensation and Similar Laws
Contractors Pollution Liability
 Auto, Aircraft, Vessel Or Rolling Stock
 Claims Between Certain Insured's
 Contractual Liability
 Damage To Property
 Disposal Sites
 Employment Related Practices
 Fines, Penalties, and Treble Damages
 Hazardous Materials Facility
 Intentional Acts
 Nuclear
 Other Entities
 Pre-Existing Conditions
 Products
 Related Entities and Individuals
 Transportation Of Pollutants
 War
 Workers Compensation and Similar Laws

. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

3. Policy Term: The master policy effective date is October 1, 2017. The policy term is one year, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for duration of the contractor's contractual work. Warranty work and post contract repair work is excluded. Each Contractor/Subcontractor is insured under the policy for the length of its work at the Project.

B. General and Excess Liability Insurance is written on an "Occurrence" form under master liability policies. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors as named insured, with the total limits of liability reflecting the following:

- \$ 75,000,000 Bodily Injury and Property Damage Liability
- \$145,000,000 General Aggregate
- \$ 75,000,000 Products and Completed Operations
- 10 Years Completed Operations

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth on the table attached as

KNOWN OCIP POLICY EXCLUSIONS

Workers Compensation

Bodily Injury Outside US or Canada
 Bodily Injury To Any Member of Flying Crew
 Bodily Injury To Person Subject To Federal Workers' Compensation
 Bodily Injury To Person Subject To Occupational Disease Laws
 Contractual Liability
 Employees Knowingly Employed Illegally
 Employment Related Practices
 Intentional or Aggravated Bodily Injury
 Obligations Imposed By Disability Benefits or Any Similar Law
 Obligations Imposed By Occupational Disease Laws
 Obligations Imposed By Unemployment Compensation Laws
 Obligations Imposed By Workers' Compensation Laws
 State or Federal Law Violation Fines, Penalties

Builders Risk

Asbestos
 Certain Offsite Property
 Certain Release, Discharge, Escape, or Dispersal Of Contaminants
 Certified Acts of Terrorism (Can be added)
 Cessation of Work
 Contractor's Tools, Machinery, Plans, Equipment
 Cost of Making Good
 Damage To Existing Property (Can be added)
 Damage While Testing Prototype or Used Machinery/Equipment
 Damages, Fines, Penalties At Government Agency or Court Order
 Disappearance or When Revealed By Inventory Shortage Alone
 Earth Movement (Optional sublimits can be added)
 Electrical, Magnetic, or Errors Related To Electronic Records
 Financial Accounts, Instruments, Stamps, Deeds, Precious Material
 Flood (Optional sublimits can be added)
 Foreign Terrorism
 Infidelity, Dishonesty, Fraudulent Activity Of Insured
 Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement
 Loss Under Any Manufacturer or Supplier Guarantee/Warranty
 Normal Subsidence
 Nuclear
 Offshore Or Barrier Island Property
 Property That Stores, Processes, or Handles Radioactive Materials
 Rolling Stock, Aircraft, Watercraft
 Software Loss, unless results from an Open Peril
 Standing Timber, Growing Crops, Animals
 Vehicles or Equipment Licensed For Highway Use
 War and Military Action

General Liability

Aircraft, Auto or Watercraft
 Asbestos
 Certain Exclusions To Medical Payments Coverage
 Certain Exclusions To Personal and Advertising Injury Liability
 Certified Acts of Terrorism
 Contractual Liability (Limited Coverage Provided)
 Employers Liability
 Employment Related Practices
 Expected or Intended Injury
 Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"
 Fungi Or Bacteria
 Lead
 Mobile Equipment
 Nuclear
 Personal and Advertising Bodily Injury
 Pollution
 Prior Continuous, or Progressively Deteriorating Injury or Damage
 Professional Liability
 Recall of Products, Work Or Impaired Property
 Silica or Silica Mixed Dust
 Violation of Statutes Governing Collecting, Transmitting Information
 Violation of Statutes Governing Email, Fax, Phone Calls
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 Auto, Aircraft, Vessel Or Rolling Stock
 Claims Between Certain Insured's
 Contractual Liability
 Damage To Property
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 Employment Related Practices
 Fines, Penalties, and Treble Damages
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3. Policy Term:

- a. The master policy effective date is October 1, 2017. The policy is intended to remain in effect for the length of the Project or the policy end date, whichever comes first.
- b. Ten years Products and Completed Operations coverage.

C. Contractor's Pollution Liability, is written on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled

Contractors/Subcontractors, as named insured, reflecting the following Limits of Liability:

- \$5,000,000 Per Occurrence / \$5,000,000 Policy Aggregate
- Defense costs included within limits

1. \$10,000 Deductible per Occurrence

2. Contractor/Subcontractor shall be liable, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The deductible will apply to each occurrence and must be satisfied prior to payment of the loss. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.

3. Exclusions: The known exclusions for this coverage are set forth on the table attached as

KNOWN OCIP POLICY EXCLUSIONS

Workers Compensation

Bodily Injury Outside US or Canada
 Bodily Injury To Any Member of Flying Crew
 Bodily Injury To Person Subject To Federal Workers' Compensation
 Bodily Injury To Person Subject To Occupational Disease Laws
 Contractual Liability
 Employees Knowingly Employed Illegally
 Employment Related Practices
 Intentional or Aggravated Bodily Injury
 Obligations Imposed By Disability Benefits or Any Similar Law
 Obligations Imposed By Occupational Disease Laws
 Obligations Imposed By Unemployment Compensation Laws
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 Certified Acts of Terrorism (Can be added)
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 Damage To Existing Property (Can be added)
 Damage While Testing Prototype or Used Machinery/Equipment
 Damages, Fines, Penalties At Government Agency or Court Order
 Disappearance or When Revealed By Inventory Shortage Alone
 Earth Movement (Optional sublimits can be added)
 Electrical, Magnetic, or Errors Related To Electronic Records
 Financial Accounts, Instruments, Stamps, Deeds, Precious Material
 Flood (Optional sublimits can be added)
 Foreign Terrorism
 Infidelity, Dishonesty, Fraudulent Activity Of Insured
 Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement
 Loss Under Any Manufacturer or Supplier Guarantee/Warranty
 Normal Subsidence
 Nuclear
 Offshore Or Barrier Island Property
 Property That Stores, Processes, or Handles Radioactive Materials
 Rolling Stock, Aircraft, Watercraft
 Software Loss, unless results from an Open Peril
 Standing Timber, Growing Crops, Animals
 Vehicles or Equipment Licensed For Highway Use
 War and Military Action

General Liability

Aircraft, Auto or Watercraft
 Asbestos
 Certain Exclusions To Medical Payments Coverage
 Certain Exclusions To Personal and Advertising Injury Liability
 Certified Acts of Terrorism
 Contractual Liability (Limited Coverage Provided)
 Employers Liability
 Employment Related Practices
 Expected or Intended Injury
 Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"
 Fungi Or Bacteria
 Lead
 Mobile Equipment
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 Personal and Advertising Bodily Injury
 Pollution
 Prior Continuous, or Progressively Deteriorating Injury or Damage
 Professional Liability
 Recall of Products, Work Or Impaired Property
 Silica or Silica Mixed Dust
 Violation of Statutes Governing Collecting, Transmitting Information
 Violation of Statutes Governing Email, Fax, Phone Calls
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 Claims Between Certain Insured's
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 Disposal Sites
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4. Policy Term: The master policy effective date is October 1, 2017. The policy is intended to remain in effect for the length of the Project or the policy end date, whichever comes first.

D. Builder's Risk coverage will be in place during the Course of Construction at the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sub limits, property limitations and conditions. Such insurance shall include the interests of the Owner as named insured and enrolled Contractors/Subcontractors as additional insured's. The deductible schedule is as follows:

New Construction & Renovation

Deductible	Number of Buildings or Structures per Project	Total Insured Value (TIV)	Construction Class
\$5,000 Deductible:	Projects with Single and Multiple Building(s) or Structure(s)	Up to \$15M	<ul style="list-style-type: none"> • Fire Resistive • Non Combustible • Masonry Concrete
	Projects with Multiple Building(s) or Structure(s)	Up to \$10M (No single building or structure greater than \$10mm in value)	<ul style="list-style-type: none"> • Joisted Masonry • Hybrid Construction
	Projects with No Vertical Construction (No Buildings or Structures)		<ul style="list-style-type: none"> • Grading - Site Prep Only • No Vertical Construction
\$10,000 Deductible:	Projects with Single and Multiple Building(s) or Structure(s)	\$15M to \$50M	<ul style="list-style-type: none"> • Fire Resistive • Non Combustible • Masonry Concrete
	Projects with Single Building or Structure	Up to \$25M	<ul style="list-style-type: none"> • Joisted Masonry • Hybrid Construction • Wood Frame
	Projects with Multiple Building(s) or Structure(s)	Up to \$10M (No single building or structure greater than \$10mm in value)	<ul style="list-style-type: none"> • Wood Frame
\$25,000*** Deductible:	Projects with Single and Multiple Building(s) or Structure(s)	\$50M & above	<ul style="list-style-type: none"> • Fire Resistive • Non Combustible • Masonry Concrete
	Single Building or Structure Projects	\$25M & above	<ul style="list-style-type: none"> • Joisted Masonry • Hybrid Construction • Wood Frame

*** Structural and Non-Structural Renovation Projects with Single and Multiple Building(s) or Structure(s) – Deductibles are as per above categories, except in the event of Water Damage, where the deductible is \$25,000.

- Contractor/Subcontractors shall be responsible for the applicable deductible. The deductible will apply to each occurrence and must be satisfied prior to payment of the loss. The deductible shall not be reimbursed by the OCIP Insurance Program or the District.

2. Exclusions: The known exclusions for this coverage are set forth on the table attached as

KNOWN OCIP POLICY EXCLUSIONS

Workers Compensation

Bodily Injury Outside US or Canada
 Bodily Injury To Any Member of Flying Crew
 Bodily Injury To Person Subject To Federal Workers' Compensation
 Bodily Injury To Person Subject To Occupational Disease Laws
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 Employees Knowingly Employed Illegally
 Employment Related Practices
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 Obligations Imposed By Occupational Disease Laws
 Obligations Imposed By Unemployment Compensation Laws
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Builders Risk

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 Damage To Existing Property (Can be added)
 Damage While Testing Prototype or Used Machinery/Equipment
 Damages, Fines, Penalties At Government Agency or Court Order
 Disappearance or When Revealed By Inventory Shortage Alone
 Earth Movement (Optional sublimits can be added)
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 Loss Under Any Manufacturer or Supplier Guarantee/Warranty
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 Recall of Products, Work Or Impaired Property
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Special Conditions: **All wood frame only projects are subject to Protective Safeguards as shown in EXHIBIT C**

3. **EXCIBIT C.**

4. Policy Term: The policy term is the term of the project.

E. OCIP Policies Establish OCIP Coverage. The insurance coverages, limits of liability, definitions, terms, conditions, exclusions and limitations contemplated in these contractual provisions and the other contract documents are set forth in full in the OCIP insurance policies. The summary descriptions of such policies in these contractual provisions, in the Project Insurance Manual, or in any other contract document or elsewhere are not intended to be complete or to alter or amend any provisions of the actual OCIP policies. To the extent, if any, such descriptions herein or therein conflict with any such insurance policies, the provisions of the actual insurance policies shall govern. To the extent there are any other conflicts between or among the provisions of such insurance policies, these contractual provisions, the contract documents, or the Project Insurance Manual, then in descending order, the insurance policies shall govern, followed by these contractual provisions, the contract, the other contract documents, then the Project Insurance Manual. Contractor/Subcontractor acknowledges that it has had the opportunity to review the insurance policies as provided in section 1.3, and that it is relying solely on the provisions set forth in the insurance policies, and not upon any oral or written statement or reference in these contractual provisions, any other contract document, the Project Insurance Manual, or otherwise.

1.4 OCIP CERTIFICATES AND POLICIES

All Enrolled Contractors/Subcontractors will receive Certificates of Insurance for Workers' Compensation, General Liability, Excess Liability and Contractor's Pollution Liability coverages. Each enrolled Contractor/Subcontractor will receive their own Workers' Compensation policy. Program Administrator will provide a copy of the OCIP policies upon written request. Such policies or programs may be amended from time to time and the terms of such policies or programs, as they may be amended, are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

1.5 CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor /Subcontractor must comply with the following:

A. Contractor Eligibility, see Section 1.1, **A** for definition.

B. Enrollment Compliance

An Eligible Contractor/Subcontractor is not enrolled until the Program Administrator and OCIP insurers receive and approve a completed *Contract Enrollment Form* (see EXHIBIT A), for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Evidence of Insurance for Contractor/Subcontractor-Provided Insurance Coverage (see Sections 1.7 and 1.8) is a requirement and must be submitted with the completed *Contract Enrollment Form*.

Any Contractor/Subcontractor who enrolls in the OCIP after their start date must provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Late Enrollment is not guaranteed and must be approved and accepted by the insurance carrier. Upon approval, the Program Administrator will provide evidence of OCIP coverage to the Contractor/Subcontractor.

All Contractors/Subcontractors shall cooperate with, and require their Subcontractors to cooperate with, the Owner and the Program Administrator, in regards to the administration and operation of the OCIP.

C. Contractor/Subcontractor Compliance with Other Forms and Procedures

All Enrolled Contractors/Subcontractors are required to complete and submit the following forms:

1. Project Site Monthly Payroll Report

Project Site Monthly Payroll Reports must be submitted to the Program Administrator monthly, until the completion of the contract. This report must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. If the Project Site Monthly Payroll Report is not submitted to Program Administrator monthly, payment can be withheld until the report is received. Contractor/Subcontractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP insurer. A carrier audit may be performed using the reported payroll and other supporting documents, as required by the California Workers Compensation Insurance Rating Bureau (WCIRB).

Workers' Compensation Insurance Rating Bureau Requirements

Once an Eligible Contractor/Subcontractor is enrolled into the OCIP, a separate Workers' Compensation Policy will be issued to them. All Enrolled Contractors/Subcontractors shall comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB).

2. Contractor's Completion Notice

Contractor's Completion Notice must be submitted to the Program Administrator upon completion of work at the Project, which includes punch list items, but not warranty work. This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their Work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

3. Project Insurance Manual

A Project Insurance Manual will be provided to all awarded Contractors/Subcontractors, which includes a Program Summary, Claims Reporting Instructions, Project Safety Guidelines, necessary forms, and contact information. Copies can be requested from the Program Administrator.

Contractor/Subcontractor Compliance with all aspects of the OCIP

All Contractors/Subcontractors further acknowledge and agree to comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by Owner, the Program Administrator and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Nothing in this document or any other contract document or in the Project Insurance Manual, shall be deemed to render Owner or any of its affiliates of any tier an employer of Contractor/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. Failure to comply will be considered non-performance under the contract.

It is the obligation of each Eligible Contractor/Subcontractor to enroll in the OCIP and to comply with all OCIP requirements set forth in these contractual provisions, in the OCIP insurance policies, in the Project Insurance Manual, and elsewhere in the contract documents. Contractor/Subcontractor shall provide each of its Subcontractors, among other things, with a copy

of the Project Insurance Manual and a copy of these contractual provisions. Contractor/Subcontractor shall require in writing that each enrolling Subcontractor comply with, among other things, the provisions of the OCIP insurance policies, the Project Insurance Manual, and the contract documents. All such requirements shall be included in all subcontracts and sub-subcontracts with eligible parties. The failure of Contractor/Subcontractor or any other party to provide eligible Subcontractors with a copy of this document, the Project Insurance Manual, and/or all other applicable requirements shall not relieve any such Subcontractor of any of the obligations contained therein.

Contractor/Subcontractor shall keep and maintain accurate records and information in accordance with the requirements of the OCIP Insurer(s), the Project Administrator, the Project Insurance Manual, and the contract documents, and shall provide such records and information to Owner, the Program Administrator, and/or the OCIP insurers upon request.

1.6 OCIP DISCLAIMER

The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses all the risks of the Contractors/Subcontractors. Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any additional insurance coverage purchased will be at Contractor's/Subcontractor's option and sole expense.

1.7 REQUIRED CONTRACTOR/SUBCONTRACTOR PROVIDED INSURANCE COVERAGES

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance evidencing that coverage is in force and any required Additional Insured Endorsements to the Owner, with a copy to the Program Administrator for the following coverages, before commencing work on the Project.

- A. Automobile Liability Insurance Requirements and Limits Are as Follows:** See Section 1.8 for Certificate Holder and Additional Insured Endorsement specifications. Automobile Liability Insurance must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

Auto Liability Insurance Limits:

Enrolled Contractors/Subcontractors

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage

Ineligible Contractors/Subcontractors – Not Enrolled

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage

B. Workers' Compensation and Employer's Liability Insurance Limits:

Workers' Compensation –Statutory Benefits - All States

Employer's Liability:

\$1,000,000 Bodily Injury each Accident

\$1,000,000 Bodily Injury by Disease – Policy Limit

\$1,000,000 Bodily Injury by Disease – Each Employee

C. General Liability Insurance, minimum limits of liability are as follows:

Eligible Contractors/Subcontractors

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage
\$2,000,000	\$1,000,000	Per Occurrence
\$2,000,000	\$1,000,000	General Aggregate
\$2,000,000	\$1,000,000	Products/Completed Operations Aggregate
\$2,000,000	\$1,000,000	Personal/Advertising Injury Aggregate

Ineligible Contractors / Subcontractors – Not Enrolled

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage
\$2,000,000	\$1,000,000	Per Occurrence
\$2,000,000	\$1,000,000	General Aggregate
\$2,000,000	\$1,000,000	Products/Completed Operations Aggregate
\$2,000,000	\$1,000,000	Personal/Advertising Injury Aggregate

- D. Professional Liability Insurance:** If Contractor's/Subcontractor's work requires design and/or design-assist services, or Contractor/Subcontractor performs professional services of any kind, Contractor/Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:

\$1,000,000 per Claim/Annual Aggregate

Deductible or self-insured retention amount must not be greater than \$100,000 per claim, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

- E. Environmental and Asbestos Abatement Coverages:** If the Contractor's/Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

\$1,000,000 per Claim/Aggregate

- F. Aircraft or Watercraft Liability Insurance:** If any Contractor/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, the Contractor/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". Contractor/Subcontractor will be required to provide

the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

\$5,000,000 per Claim/Aggregate

1.8 REQUIRED CONTRACTOR/SUBCONTRACTOR CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENTS

Certificates of Insurance and Additional Insured Endorsements acceptable to the Owner and Program Administrator must be filed with the Owner within ten (10) days after award of the contract to all Contractors/Subcontractors and prior to commencement of on-site activities.

All required insurance shall be maintained, without interruption, from the date of commencement of on-site activities, until the date of the final payment or expiration of any extended period, as set forth in this agreement. These certificates and additional insured endorsements required by Section 1.7 and 1.8 shall provide not less than thirty (30) days prior written notice to the Owner, with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

Certificates of Insurance, the Project must be identified on the Certificate of Insurance in the "Description of Operations/Locations/Vehicles/Special Items" section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

Certificate Holder: Lodi USD

c/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

Additional Insured Endorsements: The Owner must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, "Name of Person or Organization", as specified below:

1. All Contractors/Subcontractors must provide an additional insured endorsement for automobile liability.
2. Ineligible Contractors/Subcontractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers' compensation.

Lodi USD

c/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

1.9 CONTRACTOR/SUBCONTRACTOR INSURANCE FOR PERSONAL PROPERTY AND EQUIPMENT

All Contractors/Subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased or rented by any Contractor/Subcontractor. Contractors/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

Any type of insurance or any increase of limits of liability not described in this Section, which the Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and at their expense.

1.10 ASSIGNMENT OF RETURN PREMIUMS

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP.

1.11 WAIVER OF SUBROGATION AND OWNER INDEMNIFICATION

With respect to their work on the Project:

1. Owner waives all rights of subrogation and recovery against the Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
2. Contractors/Subcontractors waive all rights of subrogation and recovery against the Owner and other Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
3. The Contractors/Subcontractors are obligated to indemnify the Owner for damages or claims not covered by the OCIP.

1.12 NO RELEASE

The provision of the OCIP, by the Owner, will in no way be interpreted as relieving the Contractors/Subcontractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

1.13 OWNER'S RIGHT TO AUDIT

The Contractor/Subcontractor will permit the Owner and/or its representative to examine and/or audit its books, records and insurance policy information. Contractor/Subcontractor will also provide any additional information to the Owner, or its appointed representatives, as may be required.

1.14 DUTIES IN THE EVENT OF A LOSS

Contractors/Subcontractors are required to report all losses, which include potential losses, promptly to, OCIP insurers and/or Program Administrator. A full description and details of the incurred loss are also required.

The Contractor/Subcontractor shall assist the Owner, its agents, and the Program Administrator, by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the Owner's insurers in claims and demands that arise out of the Work and that the insurers are called upon to adjust.

In the event of an accident, it shall be the responsibility of the employing and/or responsible Contractor/Subcontractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by Keenan & Associates, hereinafter called "Program Administrator." This includes notification to the appropriate state authorities, if necessary.

1.15 OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

All Contractors/Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health requirements. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements.

It is the responsibility of each Contractor/Subcontractor to maintain an environment free of recognized hazards. All Contractors/Subcontractors shall exercise reasonable care to prevent work-related injuries; property and equipment damage at the Project, as well as minimize risk to the public and third party property.

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the Contractors'/Subcontractors' efforts to minimize loss, assist in identifying loss exposures, and to recommend appropriate corrective measures. The Program Administrator is a resource to supplement the safety and loss prevention activity of Contractors/Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or OCIP insurers do not in any way relieve the Contractors/Subcontractors of their responsibilities for Project safety.

1.16 PROJECT SAFETY PROGRAM

In addition, local, state, and federal occupational safety and health laws, the following standards apply to all Enrolled and Non-Enrolled Contractors/Subcontractors.

A. Safety Orientation

1. Contractor/Subcontractor employees shall be provided with a project specific safety orientation prior the start of the project. At a minimum, the orientation will address the following items:
 - a. The District's site safety requirements.
 - b. Site specific safety hazards and protective measures for these hazards.
 - c. Emergency telephone numbers and procedures.
 - d. Local medical clinic/hospital information within the Medical Provider Network (MPN).

B. Program Management

1. Each Contractor/Subcontractors shall have the following safety programs:
 - a. Injury and Illness Prevention Plans
 - b. Hazard Communication Programs
 - c. Heat Illness Prevention Plans
2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health.

C. Mandatory 6' Fall Protection

1. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
 - a. Steel erection
 - b. Roofing
 - c. Framing
 - d. Decking
 - e. Scaffold work
 - f. Work performed from ladders
2. A safety monitor as means of fall protection is prohibited.
3. Ladder jacks, lean-to, and prop-scaffolds are prohibited.
4. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
5. Methods of fall protection include but are not limited to the following:
 - a. Railings
 - b. Covers for Floor, Roof, and Wall Openings
 - c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
 - d. Controlled Access Zones
6. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
7. The minimum parapet height allowed for fall protection is 42 inches or greater.

8. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance with Cal/OSHA Construction Safety Orders.
9. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.
10. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
11. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.

D. Site Safety

According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property. Contractors/Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:

1. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.
2. All Contractors/Subcontractors shall follow District procedures for dealing with the media.
3. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
4. Alcohol is prohibited on District property always.
5. Contractors/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.
6. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel, and are allowed only “incidental” contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.
7. All prime contractors must attend the site-specific pre-construction meeting.
8. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
9. All Contractors/Subcontractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
10. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
11. All Contractors/Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

E. Crane Safety

1. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
2. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.
3. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

F. Return to Work:

1. The District and OCIP Carrier are committed to working with all Enrolled Contractors and Subcontractors to promote the successful & timely return to work of injured employees following a work-related injury. The purpose of this policy is to ensure that Enrolled Contractor/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness, but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.
 - a. Each Enrolled Contractor/Subcontractor will cooperate with the OCIP Carrier to facilitate the return to work of any injured employee capable of safely performing transitional duties.
 - b. When the employee is released to transitional duties, it is the Enrolled Contractor/Subcontractor's responsibility to facilitate the injured employee's return to work.
 - c. The Enrolled Contractor/Subcontractor is expected to accommodate the injured employee and facilitate the return to work.
 - d. It will be the responsibility of the Insurance Carrier's Adjuster to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

1.17 OWNER'S INSURANCE OBLIGATIONS; CONTRACTORS'/SUBCONTRACTORS' OBLIGATIONS; REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

(a) Owner assumes no obligation to provide insurance other than that summarily described in these Contractual Provisions, in the Project Insurance Manual, and in the OCIP insurance policies. Contractor/Subcontractor shall review the OCIP coverages, limits of liability, and insurance policies to satisfy themselves that the coverages offered thereby meet its needs. Nothing contained herein shall be deemed to place any responsibility on Owner, and Owner disclaims any responsibility, for ensuring that the insurance provided by the OCIP is sufficient for the conduct of Contractor's/Subcontractor's business or performance of the Work, including, without limitation, the adequacy of the limits of liability provided by, and as to all other terms, conditions and exclusions of, the OCIP insurance policies. The furnishing of insurance by Owner through the OCIP shall in no way relieve or limit or be construed to relieve or limit Contractor/Subcontractor of any responsibility, liability or obligation imposed by the contract, the contract documents, the Project Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, all indemnification obligations on the part of Contractor/Subcontractor.

(b) By enrolling in the OCIP, Contractor/Subcontractor acknowledge that (i) the limits of liability of the OCIP insurance policies are shared by all insured parties under the OCIP; (ii) Owner is not an insurer or in the business of insurance and is not an agent, broker, partner or guarantor of Contractor/Subcontractor or any of the insurance companies providing coverage under the OCIP (the "OCIP insurers"); and (iii) Owner is not responsible for (a) the availability, adequacy, or exhaustion of the limits of the OCIP, (b) the present or future solvency of any of the OCIP insurers or (c) any claims or disputes by, between or among Owner, Contractor/Subcontractor and any of the OCIP insurers, including, without limitation, claims or disputes arising out of any the OCIP insurers' payment or nonpayment of claims or losses, or such insurers' contractual or extra-contractual duties, including, without limitation, defense and/or indemnity obligations. Any type of insurance coverage or limits of liability not provided by the OCIP which Contractor/Subcontractor desires for its own protection, or which is required by applicable laws or regulations, shall be its sole responsibility and expense and shall not be included in its compensation for the Work. If Contractor/Subcontractor believes that additional limits of liability beyond those provided by the OCIP would be prudent for its protection, it agrees to investigate and procure such additional limits of liability for itself at its sole cost.

(c) By enrolling in the OCIP, Contractor/Subcontractor represents and warrants that it has had the opportunity to read and analyze (and to obtain professional assistance to read and analyze) a copy of the OCIP insurance policies and understand the contents thereof. Any reference in these contractual provisions, in the Project Insurance Manual, or elsewhere in any contract document as to amount, nature, type or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference only and Contractor/Subcontractor represents and warrants that it has not relied upon any such reference or any other oral or written statement by or on behalf of Owner, the Project Administrator, or any of its or their agents, employees or representatives, but solely upon its own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage, conditions, extensions, or limits of liability provided by and as to all other terms of the OCIP insurance policies and/or their potential applicability to any claim or loss or their sufficiency for the conduct of Contractor's/Subcontractor's business or performance under the contract documents. To the extent that Contractor/Subcontractor deems it prudent to secure and maintain additional, supplemental, excess, or wholly independent insurance or liability associated with its Work on the Project or otherwise, it shall be responsible to do so at its sole expense.

(d) Contractor/Subcontractor hereby releases Owner, the Program Administrator and their respective representatives, agents, directors, officers, employees, partners, shareholders, members, affiliates of every tier, successors, and assigns from any and all claims and liabilities arising out of or relating to acts, errors, omissions or negligence (i) in the design, selection, placement, adequacy, amount, limits, scope and nature of insurance coverage afforded by the OCIP, (ii) in the selection, performance and present and future solvency of the OCIP insurers, and (iii) in the implementation and administration of the OCIP. Contractor/Subcontractor shall make its own determinations regarding such matters and expressly waives all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor did not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Contractor/Subcontractor expressly acknowledges that the foregoing waiver of the provisions of Section 1542 was separately bargained for, and expressly agrees that the release provision shall be given full force and effect, including, without limitation, as to unknown or unsuspected claims, demands, liabilities and causes of action, if any may exist or arise. This release provision shall survive the completion of the Work and the expiration or other termination of the Agreement.

1.18 JOINT DEFENSE OF CLAIMS AND SUITS AGAINST MORE THAN ONE INSURED

(a) If a claim, demand, suit, or other proceeding (“Claim”) is brought against more than one insured under the OCIP, Owner and Contractor/Subcontractor recognize the common interest of all OCIP insureds in jointly defending that Claim. To the fullest extent permitted by law, and absent a material, current, actual, unwaivable conflict of interest mandating the appointment of separate counsel under applicable law, Owner and Contractor/Subcontractor insured under the OCIP (i) shall be defended by the same counsel and by the same consultants and experts selected by Owner and/or the OCIP insurers at its or their sole discretion, regardless of whether the defense under the OCIP is provided subject to a reservation of rights issued by any OCIP insurer, and (ii) waive their respective rights to independent counsel as to any and all such Claims. This waiver is deemed to be continuing. Contractor/Subcontractor agrees to execute such other documents as are required to effectuate this waiver and fulfill the purpose of this Section 1.18.

(b) In defense of Claims arising under the OCIP, information shared with counsel engaged to defend the insureds (“Defense Counsel”) will be protected from disclosure and shall remain privileged even after the termination of the OCIP and/or the completion of the Project. Contractor/Subcontractor agrees not to disclose to any person or entity, other than to Owner and to Defense Counsel, any confidential information obtained in the defense or pursuit of Claims covered, or potentially covered, under the OCIP. Any such confidential information shall only be used in matters that arise directly pursuant to such OCIP Claims. However, disclosures of such confidential information may be made (i) upon written approval from Defense Counsel or (ii) where required by court order or by applicable law.

(c) Nothing in this Section 1.18 shall preclude Contractor/Subcontractors from engaging counsel of its choice, at its sole expense, to associate in the defense of any such Claim.

1.19 Duty of Care

Nothing contained in the OCIP insurance policies, the contract, these contractual provisions, any other contract document, or the Project Insurance Manual shall relieve Contractor/Subcontractor of its obligations to exercise due care in the performance of its duties in connection with the Work and to complete the Work in strict compliance with the contract documents.

NOTE: THE OWNER AND PROGRAM ADMINISTRATOR MUST APPROVE CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.

EXHIBIT A

Print Form

Submit Form

SEWUP@Keenan.com



- ☐ Initial Enrollment ☐ Additional Contract
☐ Change Order ☐ Short term / T & M

OCIP Contract Enrollment Form

Form must be completed by all Contractors/Subcontractors of all tiers for all initial/new contracts and any additional contracts and/or change orders for each project. If using subcontractors, you may use **OCIP Tools Online** to report each subcontractor or complete the "Expected Subcontractors" detail on the next page. **Parent Contractor is responsible for 100% subcontractor compliance with OCIP requirements as set forth in their contract and the SEWUP Project Insurance Manual.**

District: _____ Project: _____

CONTRACTOR DETAILS

Contractor Legal Name: _____ ☐ Corporation ☐ Sole Proprietor ☐ Partnership ☐ Joint Venture ☐ LLC

DBA or Subsidiary: _____ FEIN#: _____ Contractor License #: _____

Business Address (Address as listed on Insureds Certificate): _____

Office Address (If Different from Business Address): _____

	Contact Name	Phone	Fax	Email
Main Enrollment Contact	_____	_____	_____	_____
Insurance Contact	_____	_____	_____	_____
Payroll Contact	_____	_____	_____	_____
Site Contact/Project Mgr.	_____	_____	_____	_____

CONTRACT DETAILS

☐ General/Prime Contractor ☐ Subcontractor ☐ Tier Subcontractor ☐ Temp. Labor, Time & Material, or Other: _____ Bid Package #: _____

Awarding Contractor: _____ Prime Contractor: _____

Contract Value: _____ Self Performed Work: _____ % \$ _____ Estimated Payroll: _____

Est. # of Subcontractors: _____ Subcontracted Work: _____ % \$ _____

If using subcontractors, please be sure to complete subcontractor information on next page

Contract Award Date: _____ Est. Start Date: _____ Est. Completion Date: _____

Description of Work: _____

Off-Site Work Performed? ☐ YES ☐ NO If Yes, Description of Off-site work: _____

CONTRACTORS CURRENT INSURANCE INFORMATION

Insurance Broker or Agency: _____ Agent/Broker Contact: _____

Phone: _____ Fax: _____ Email: _____

WORKERS COMPENSATION INSURANCE

Name of Insurer: _____ WC Policy #: _____ Bureau ID: _____

Effective From: _____ To: _____ Deductible / SIR: _____ Anniversary Rating Date: _____

WORKERS COMPENSATION DETAILS (Estimated Project Site Payroll Only)

WC Class Code	WC Class Code Description	Rate	Est. Man Hours	Est. Payroll	Premium
		\$		\$	\$ 0
		\$		\$	\$ 0
		\$		\$	\$ 0
		\$		\$	\$ 0

Was Experience Modifier included in your above WC Class rate(s)? ☐ YES ☐ NO

Subtotals: _____ \$ _____

Experience Modifier: 1 Modified Premium: \$ 0

Plus/Minus Rate Deviations or Premium credits: \$ 0

(Cost A) Total Workers' Compensation Cost: \$ 0

Attach Copies of Work Comp rate pages with enrollment form.



OCIP Contract Enrollment Form

GENERAL & EXCESS LIABILITY INSURANCE

General Liability Insurer: _____ General Liability Policy #: _____
General Liability Effective From: _____ To: _____ General Liability Deductible: _____ or, Retention: _____
Excess Liability Insurer: _____ Excess Liability Policy #: _____ Effective From: _____ To: _____

GENERAL & EXCESS LIABILITY INSURANCE DETAILS (Include Values related to this project contract)

Coverage	Classification Description	Based on Payroll, Receipts or Other	Rate	Per \$100 / \$1000 or Other	Total Value (Payroll, receipts, or Other)	Liability Premium
General Liability	1.		\$	\$	\$	\$
	2.		\$	\$	\$	\$
Excess/Umbrella Liability			\$	\$	\$	\$
(Cost B) Total Liability Cost:						\$

Attach copies of GL and XL declarations and rate pages with enrollment form.

TOTAL INSURANCE COST

(Cost C) Margin Factor (Apply your Mark-Up Against Current Cost): \$ _____
(Cost A + B + C) Total Insurance Cost: \$ _____

EXPECTED SUBCONTRACTORS (If needed, please attach additional sheets including all information requested below.)

Company Name: _____ Contractor License #: _____ Est. Contract Value: _____
Scope of Work: _____ Est. Start Date: _____ Est. Completion Date: _____
Contact: _____ Phone: _____ Fax: _____ Email: _____

Company Name: _____ Contractor License #: _____ Est. Contract Value: _____
Scope of Work: _____ Est. Start Date: _____ Est. Completion Date: _____
Contact: _____ Phone: _____ Fax: _____ Email: _____

Company Name: _____ Contractor License #: _____ Est. Contract Value: _____
Scope of Work: _____ Est. Start Date: _____ Est. Completion Date: _____
Contact: _____ Phone: _____ Fax: _____ Email: _____

Company Name: _____ Contractor License #: _____ Est. Contract Value: _____
Scope of Work: _____ Est. Start Date: _____ Est. Completion Date: _____
Contact: _____ Phone: _____ Fax: _____ Email: _____

Company Name: _____ Contractor License #: _____ Est. Contract Value: _____
Scope of Work: _____ Est. Start Date: _____ Est. Completion Date: _____
Contact: _____ Phone: _____ Fax: _____ Email: _____

I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT:

1. THE INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND CORRECT.
2. I HEREBY UNDERSTAND THAT ENROLLMENT IS CONTINGENT UPON RECEIPT AND ACCEPTANCE OF THIS FORM AND ANY APPLICABLE CERTIFICATES OF INSURANCE. SHOULD I SUBMIT AN INCOMPLETE FORM, KEENAN'S SEWUP DEPARTMENT WILL CONTACT ME AND MY FIRM WILL NOT BE ENROLLED UNTIL I PROVIDE ALL NECESSARY INFORMATION IN ITS ENTIRETY.
3. I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THE BID SPECIFICATIONS REGARDING THE INSURANCE COVERAGES PROVIDED THROUGH THE OCIP. MY FIRM UNDERSTANDS AND ACCEPTS THE INSURANCE PROVIDED UNDER THIS OCIP.
4. MY FIRM AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCIP AND FOLLOW THE ADMINISTRATIVE PROCEDURES AS OUTLINED IN THE BID SPECIFICATIONS

Signature: _____ Title: _____ Date: _____

EXHIBIT B

KNOWN OCIP POLICY EXCLUSIONS	
<u>Workers Compensation</u>	<u>General Liability</u>
Bodily Injury Outside US or Canada	Aircraft, Auto or Watercraft
Bodily Injury To Any Member of Flying Crew	Asbestos
Bodily Injury To Person Subject To Federal Workers' Compensation	Certain Exclusions To Medical Payments Coverage
Bodily Injury To Person Subject To Occupational Disease Laws	Certain Exclusions To Personal and Advertising Injury Liability
Contractual Liability	Certified Acts of Terrorism
Employees Knowingly Employed Illegally	Contractual Liability (Limited Coverage Provided)
Employment Related Practices	Employers Liability
Intentional or Aggravated Bodily Injury	Employment Related Practices
Obligations Imposed By Disability Benefits or Any Similar Law	Expected or Intended Injury
Obligations Imposed By Occupational Disease Laws	Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"
Obligations Imposed By Unemployment Compensation Laws	Fungi Or Bacteria
Obligations Imposed By Workers' Compensation Laws	Lead
State or Federal Law Violation Fines, Penalties	Mobile Equipment
<u>Builders Risk</u>	Nuclear
Asbestos	Personal and Advertising Bodily Injury
Certain Offsite Property	Pollution
Certain Release, Discharge, Escape, or Dispersal Of Contaminants	Prior Continuous, or Progressively Deteriorating Injury or Damage
Certified Acts of Terrorism (Can be added)	Professional Liability
Cessation of Work	Recall of Products, Work Or Impaired Property
Contractor's Tools, Machinery, Plans, Equipment	Silica or Silica Mixed Dust
Cost of Making Good	Violation of Statutes Governing Collecting, Transmitting Information
Damage To Existing Property (Can be added)	Violation of Statutes Governing Email, Fax, Phone Calls
Damage While Testing Prototype or Used Machinery/Equipment	War
Damages, Fines, Penalties At Government Agency or Court Order	Workers Compensation and Similar Laws
Disappearance or When Revealed By Inventory Shortage Alone	<u>Contractors Pollution Liability</u>
Earth Movement (Optional sublimits can be added)	Auto, Aircraft, Vessel Or Rolling Stock
Electrical, Magnetic, or Errors Related To Electronic Records	Claims Between Certain Insured's
Financial Accounts, Instruments, Stamps, Deeds, Precious Material	Contractual Liability
Flood (Optional sublimits can be added)	Damage To Property
Foreign Terrorism	Disposal Sites
Infidelity, Dishonesty, Fraudulent Activity Of Insured	Employment Related Practices
Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement	Fines, Penalties, and Treble Damages
Loss Under Any Manufacturer or Supplier Guarantee/Warranty	Hazardous Materials Facility
Normal Subsidence	Intentional Acts
Nuclear	Nuclear
Offshore Or Barrier Island Property	Other Entities
Property That Stores, Processes, or Handles Radioactive Materials	Pre-Existing Conditions
Rolling Stock, Aircraft, Watercraft	Products
Software Loss, unless results from an Open Peril	Related Entities and Individuals
Standing Timber, Growing Crops, Animals	Transportation Of Pollutants
Vehicles or Equipment Licensed For Highway Use	War
War and Military Action	Workers Compensation and Similar Laws

EXHIBIT C

PROTECTIVE SAFEGUARDS

APPLICABLE TO 'WOOD FRAME' PROJECTS ONLY:

The Builders Risk Policy will not pay for LOSS caused by or resulting from exposures, if the applicable protective safeguards are not maintained during the Builders Risk Policy term of INSURED PROJECT.

As a condition precedent to fire, theft, vandalism, and malicious mischief coverage provided by the Builders Risk Policy, the following protective safeguards will be maintained at every INSURED PROJECT site of Wood Frame construction insured by the Builders Risk Policy..

1. **Fencing** - The entire INSURED PROJECT site shall be surrounded with a six foot chain link fence suitably anchored in the ground and placed a reasonable distance from the insured property. Gates through the chain link fence shall be securely locked during non-working hours.
2. **Lighting** - The entire INSURED PROJECT site shall be illuminated from sunset to sunrise, each day.

EXHIBIT D


[Print Form](#)
[Submit Form](#)

PROJECT SITE MONTHLY PAYROLL REPORT
Due on the 10th of each month (for previous month labor)

District Name: _____ Bid Pkg. #: _____
 Project Name: _____ REPORT # _____
 (For your Firm's use)
 Reporting Month: _____ *Example* **Feb-2006**
 Company Name: _____ DbA Name: _____
 Under Contract With: _____ SEWUP Site Code*: _____

*SEWUP Site Code can be found on Accident Claim Reporting Guide or Certificate of Insurance issued for this project, under the Description of Operations section.

Workers' Compensation Class Code	Description	On-site man hours	Payroll*
TOTAL		0.00	\$0.00

Is this your final payroll report? ☐ YES ☐ NO

If Yes, submit final report with Contract Completion Notice. If this is not your final report, payroll must be submitted each month until contract work is complete. If there is no on site labor, 0 hours must be reported and submitted.

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

Signature: _____ Title: _____

Print Name: _____ Date: _____

*Only report payroll for work performed on-site. Do not include overtime wage rates, use straight time wage rates only, i.e., employee earns \$20/hr. and works 10 hours in one day, you would report \$200.00 (\$20.00 x 10). Payroll/remuneration that is taxable to employee and paid by your company, is reported to WCIRB.

Keenan & Associates
 SEWUP Department
 2355 Crenshaw Blvd., Ste. #200,
 Torrance, CA 90501
 Phone (310) 212-3344, Fax (310) 787-8838

[SUBMIT: SEWUP@KEENAN.COM](mailto:SUBMIT:SEWUP@KEENAN.COM)



Keenan
 Associates

Save Form

Submit Form

Sewup@keenan.com

Contractor's Completion Notice

District Name _____

Project Name _____

IMPORTANT NOTIFICATION – PLEASE READ

Contractor and Subcontractor agrees to complete this form and return to Keenan & Associates upon completion or termination of work activities under this contract. Please include, with this form, any supporting documents for final contract value (if different from initial contract value).

Contractor/Subcontractor Legal Name: _____

Contractor/Subcontractor dba Name: _____

Address: _____

Site Location Code/
Contract Number: _____

Initial Contract Value: \$ _____ Final Contract Value: \$ _____

Start Date on Site: _____ Last Day on Site*: _____

**This would include work performed on final closeout or punch-list items and should not include warranty work.*

Parent Contractor
(Company Name): _____

Parent Contractor
Contact Name (Print): _____ Title: _____

Signature
(Parent Contractor): _____ Date: _____

Contractor/Subcontractor
Contact Name (Print): _____ Title: _____

Signature
(Contractor/Subcontractor): _____ Date: _____

Keenan & Associates
SEWUP Department
2355 Crenshaw Blvd., Ste. #200,
Phone (310) 212-3344, Fax (310) 787-8838
Sewup@keenan.com
www.sewup.org

License No. 0451271

Keenan
Associates