

**ADDENDUM NO. #2**

**PUBLIC SAFETY BUILDING**

LITTLE JOB #913-4675-01  
DSA: A# 03-117673, File #19-C1

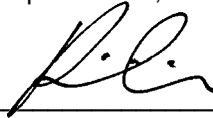
**Compton Community College District**

**CCC-051**

1111 E. Artesia Blvd.  
Compton, CA 90221

May 16, 2018

LITTLE  
1300 Dove Street, Suite 100  
Newport Beach, CA 92660



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Architect- Rita S. Carter, C- 35431, expires 4/30/2019

**1. PART 1 - GENERAL**

- 1.1. The following revisions and/or clarifications shall be made to the Bidding Requirements and Contract Documents. Revise and amend the Documents for the above named project in accordance with this Addendum. The bid shall reflect these addendum changes and each bidder shall make reference in their bid to this addendum.
- 1.2. All Bidding Requirements and Contract Documents shall apply to this addendum as originally indicated in the applicable portions of the contract documents, unless otherwise modified by this addendum.
  - 1.2.1. Previous Addendum #1 issued April 20, 2018.

**2. PART 2 - PROJECT MANUAL**

- 2.1. CHANGES TO DISTRICT FRONT END DOCUMENTS:
  - 2.1.1. Modify as described in the attached Addendum 2 narrative.
    - 2.1.1.1. Add Owner Controlled Insurance Program (OCIP) document.
- 2.2. CHANGES TO THE PROJECT MANUAL TABLE OF CONTENTS
  - 2.2.1. Remove and replace the current table of contents (attached).
    - 2.2.1.1. The following section is added to the project manual: 32 15 40.

**2.3. SPECIFICATIONS ISSUED**

**2.3.1.** Section 32 15 40, Stabilized Decomposed Granite Surfacing, 2 pages. (attached)

**3. PART 3 - DRAWINGS**

**3.1.** No further changes to drawings.

**END OF ADDENDUM #2 - REBID**

**Enclosures:**

- 1) Addendum 2 to district front end documents, 4 pages.
- 2) OCIP documents, 27 pages.
- 3) Project Manual, Table of Contents
- 4) 32 15 40, Stabilized Decomposed Granite Surfacing, 2 pages.

**PUBLIC SAFETY BUILDING**  
**DSA A# 03-117673, File #19-C1**  
**Compton Community College District**  
**1111 E. Artesia Blvd. Compton, CA 90221**  
**Addendum No. 2**

1. **General.** The following revisions and/or clarifications are made to the Bidding Requirements and Contract Documents. Each Bid Proposal shall incorporate these addendum changes and each bidder must acknowledge that this Addendum is incorporated into the bidder's Bid Proposal. All Bidding Requirements and Contract Documents shall apply to this Addendum as originally indicated in the applicable portions of the Contract Documents, unless expressly modified by this Addendum.
2. **District Procured OCIP Insurance in Lieu of Contractor Provided Insurance.** This Addendum address insurance requirements for the Work. In lieu of Contractor provided insurance coverages, the District will procure an OCIP policy for the Work.
3. **Amendments to Notice Calling for Bids (Document 00 11 13).** The Notice Calling for Bids is amended as follows:
  - 3.1. Amendment to Notice Calling for Bids; Paragraph 4. In addition to the documents identified and described in Paragraph 4 which must be submitted with each Bidder's Bid Proposal, each Bidder must submit a copy of the Bidder's Injury and Illness Prevention Program (IIPP). Failure of a Bidder to submit its IIPP and other documents identified and described in Paragraph 4 of the Notice Calling For Bids will result in rejection of the Bidder's Bid Proposal for non-responsiveness.
  - 3.2. Additional Notice Calling For Bids Provisions. The Notice Calling for Bids is amended by addition of a new Paragraph 15 as follows:

Owner Controlled Insurance Program ("OCIP"). The District has elected to implement an Owner Controlled Insurance Program ("OCIP") under the Statewide Educational Wrap Up Program ("SEWUP") in connection with construction of the Project. The SEWUP Joint Powers Authority ("JPA") will be providing the OCIP on behalf of the District. Subject to meeting underwriter and other requirements of the OCIP, the JPA will provide Workers' Compensation, Employer's Liability, General Liability, Contractors' Pollution Liability, and Builders Risk insurance for the Contractor (along with Enrolled Subcontractors) and other designated parties for Work performed at the Site. The District will pay all premiums associated with the OCIP, unless otherwise in the 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 operations relating to the Work conducted away from the Site ("Offsite Operations") are not covered by the OCIP; the Contractor and Subcontractors shall obtain insurance for Offsite Operations as required by the Contract Documents. In addition to any insurance provided by the District through the OCIP, the Contractor and Subcontractors are responsible for obtaining insurance coverages required by this Addendum. The District encourages Bidders to carefully review provisions of the Contract Documents relating to the OCIP and other insurance required to be maintained by the successful Bidder and to discuss insurance requirements with their insurance agents, brokers or insurance consultants to assure that all required insurance policies and minimum coverage amounts are maintained during the Work.

4. **Amendment to Instructions for Bidders (Document 00 21 13).** The Instructions for Bidders are amended by addition of the following as Paragraph 27:

27 OCIP.

27.1

General. Pursuant to Government Code §4420.5, Labor Code §§6300, et seq. and Title 8 of the California Code of Regulations, the District has implemented an OCIP for the Work as more particularly set forth herein and in the Contract Documents. Pursuant to the OCIP, the District will purchase, provide and maintain for the benefit of the Contractor and its Subcontractors and Sub-Subcontractors, certain insurance for Workers' Compensation/Employer's Liability, General Liability, and Contractor's Pollution Liability as more particularly set forth this Addendum. Notwithstanding insurance coverages provided under the OCIP, the Contractor and its Subcontractors, Sub-Subcontractors and others shall purchase, provide and maintain certain other insurance coverages not provided for under the OCIP as set forth in this Addendum.

27.2

Bid Proposals Exclusion of Contractor/Subcontractor Insurance Costs. Bidders' pricing proposals in their Bid Proposals shall be exclusive of premium and other costs of the Bidder and its Subcontractors for the insurance coverages provided under the OCIP. The price proposal in each Bidder's Bid Proposal shall be inclusive of premium and other costs for obtaining and maintaining insurance coverages required by the Contract Documents, but not included in the scope of coverages afforded under the OCIP. Excluded insurance costs shall include self-funded insurance coverages, coverages requiring large deductibles and costs for any coverage above the self-funded or deductible portions.

27.3

Minimum Safety Requirements; Responsive Bid Proposal. In addition to other standards and requirements set forth in the Instructions for Bidders relating to responsive Bid Proposals, a Bid Proposal will be deemed non-responsive and rejected by the District if the Minimum Safety Requirements under the OCIP are not met or exceeded. Pursuant to Government Code §4420.5, the District has established the Minimum Safety Requirements set forth below. The Bidder must meet the Minimum Safety Requirements. The Bid Proposal of a Bidder does not meet the Minimum Safety Requirements will be rejected for non-responsiveness if the Bidder does not meet the following Minimum Safety Requirements:

Workers Compensation Insurance EMR. The Bidder shall have a Workers Compensation Insurance Experience Modification Rating ("EMR") of no more than 1.25 over the last five (5) years.

No Cal-OSHA Violations deemed Serious and Willful. No (zero) violations deemed serious and willful, or repeat under Labor Code §§6300 et seq. within the past five (5) years.

Injury and Illness Prevention Program ("IIPP"). The Bidder and all listed Subcontractors of the Bidder shall have a current IIPP conforming to Labor Code §3201.5 or Labor Code §6401.7.

27.4

District Verification of Compliance with Minimum OCIP Requirements. The District will verify compliance with Minimum OCIP Requirements, including the EMR of Bidders. Any information found to be incorrect or untrue shall render Bidder's Bid Proposal non-responsive.

**5. Amendment to Bid Proposal (Document 00 42 00).** The form of Bid Proposal is amended as follows:

5.1. Amendment to Bid Proposal Paragraph 2. In addition to the documents identified in Paragraph 2, each Bidder must submit its IIPP; failure to do so will result in rejection of the Bidder's Bid Proposal for non-responsiveness.

**6. Amendments to General Conditions (Document 00 72 00)**

6.1. Amendment to Article 4.9. Article 4.9 is amended by addition of the following as Article 4.9.1:

**(4.9.1) OCIP Safety Requirements.** In addition to other provisions of the Contract Documents relating to Safety at the Site, the Contractor shall comply with the safety requirements mandated by, or associated with, the OCIP set forth in the OCIP Program description incorporated as Attachment A to the Special Conditions.

6.2. Amendment to Article 6. Article 6 is amended as follows:

6.2.1. Deletion and Replacement of Articles 6.1-6.8, Inclusive. Articles 6.1-6.8, inclusive are deleted in their entirety and replaced with the following:

Article 6.1 Owner Controlled Insurance Program ("OCIP"). The District 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 District. The requirements for enrollment in the OCIP, OCIP forms, OCIP coverages and other OCIP requirements are set forth in the OCIP Program description incorporated as Attachment A to the Special Conditions.

Article 6.2 Contractor OCIP Obligations.

Article 6.2.1. Compliance With OCIP Requirements. Contractor agrees to comply with any and all terms and conditions of the policies of insurance provided by the District and to comply with any and all claims handling procedures, loss prevention programs and other programs required by or related to the District's OCIP as set forth herein. Contractor shall require Subcontractors and Sub-Subcontractor and all others covered by the District's OCIP insurance policies to so comply.

Article 6.2.2 Contractor Furnishing of Information. Contractor, its Subcontractor and Sub-Subcontractors shall furnish to the District, the Architect, the OCIP Administrator, its designees or the insurers under the OCIP policies, all information and documentation that such entity may require from time to time in connection with the issuance of policies under this Contract or the administration of the OCIP in such form and substance as such entity may prescribe and promptly comply with the recommendations of the OCIP insurers.

Article 6.2.3. No Violation of OCIP Insurance Policy Conditions. Contractor shall not violate, or knowingly permit to be violated; any conditions of the policies of insurance provided by the District hereunder and shall at all times satisfy the

requirements of the insurers issuing them. Contractor shall assure that all OCIP requirements imposed upon, assumed and performed by each Subcontractor and Sub-Subcontractor.

Article 6.3 District Rights. If the Contractor, Subcontractors, Sub-Subcontractors, or Excluded Parties should fail to comply with the Non-OCIP Insurance requirements, the District may withhold payment due to the Contractor or suspend the Work at the Contractors' sole expense and without adjustment of the Contract Price or Contract Time until such time as the Contractor, its Subcontractor, Sub-Subcontractors, and/or Excluded Parties have performed such obligations to the reasonable satisfaction of the District.

Article 6.4 Withholding of Progress Payments/Final Payment. In addition to the rights of the District to withhold all or portions of Progress Payments or the Final Payment set forth elsewhere in the Contract Documents, the District may withhold Progress Payments or the Final Payment for the failure or refusal of the Contractor to comply with OCIP requirements, including without limitation, the reporting requirements set forth in the OCIP Program description or the OCIP insurance policies. Amounts withheld by the District pursuant to the preceding will be released only after the Contractor and/or Subcontractors' compliance with OCIP requirements, less costs and expenses incurred by the District in securing such compliance.

6.2.2. Amendment of Article 6.9. The term "Indemnified Parties" is amended to include the OCIP Administrator.

## 7. Amendments to Special Conditions (Document 00 73 00)

7.1. Amendment to Paragraph 7. Paragraph 7 of the Special Conditions is deleted in its entirety.

7.2. Addition of Paragraph 27. Paragraph 27 is added to the Special Conditions as follows:  
27 OCIP Program. The current OCIP Program and OCIP Forms are incorporated as Attachment A to these Special Conditions (Reference Section 00 62 17).

## 8. Changes to Specifications:

8.1 Add Specification Section 32 15 40 Stabilized Decomposed Granite Surfacing.  
(attached)

9. **No Other Amendments**. Except as expressly set forth above, no other portions of the Bid or Contract Documents are amended by this Addendum.

Issued: May 16, 2018  
Compton Community College District

**CCC-051 Public Safety Building Project, Compton Community College District**  
**Attachment A**  
**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 (see Section 1.1, B for definition). 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

<b>KNOWN OCIP POLICY EXCLUSIONS</b>	
<b><u>Workers Compensation</u></b>	<b><u>General Liability</u></b>
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 Requ
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
<b><u>Builders Risk</u></b>	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	<b><u>Contractors Pollution Liability</u></b>
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

. 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

<b>KNOWN OCIP POLICY EXCLUSIONS</b>	
<b><u>Workers Compensation</u></b>	<b><u>General Liability</u></b>
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 Requ
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
<b><u>Builders Risk</u></b>	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	<b><u>Contractors Pollution Liability</u></b>
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

. 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:

- 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

<b>KNOWN OCIP POLICY EXCLUSIONS</b>	
<b><u>Workers Compensation</u></b>	<b><u>General Liability</u></b>
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 Requ
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
<b><u>Builders Risk</u></b>	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	<b><u>Contractors Pollution Liability</u></b>
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

. 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.

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
<b>\$5,000 Deductible:</b>	Projects with Single and Multiple Building(s) or Structure(s)	Up to \$15M	<ul style="list-style-type: none"> <li>• Fire Resistive</li> <li>• Non-Combustible</li> <li>• Masonry Concrete</li> </ul>
	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"> <li>• Joisted Masonry</li> <li>• Hybrid Construction</li> </ul>
	Projects with No Vertical Construction (No Buildings or Structures)		<ul style="list-style-type: none"> <li>• Grading - Site Prep Only</li> <li>• No Vertical Construction</li> </ul>
<b>\$10,000 Deductible:</b>	Projects with Single and Multiple Building(s) or Structure(s)	\$15M to \$50M	<ul style="list-style-type: none"> <li>• Fire Resistive</li> <li>• Non-Combustible</li> <li>• Masonry Concrete</li> </ul>
	Projects with Single Building or Structure	Up to \$25M	<ul style="list-style-type: none"> <li>• Joisted Masonry</li> <li>• Hybrid Construction</li> <li>• Wood Frame</li> </ul>
	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"> <li>• Wood Frame</li> </ul>
<b>\$25,000*** Deductible:</b>	Projects with Single and Multiple Building(s) or Structure(s)	\$50M & above	<ul style="list-style-type: none"> <li>• Fire Resistive</li> <li>• Non-Combustible</li> <li>• Masonry Concrete</li> </ul>
	Single Building or Structure Projects	\$25M & above	<ul style="list-style-type: none"> <li>• Joisted Masonry</li> <li>• Hybrid Construction</li> <li>• Wood Frame</li> </ul>

\*\*\* 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.

1. 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

<b>KNOWN OCIP POLICY EXCLUSIONS</b>	
<b><u>Workers Compensation</u></b>	<b><u>General Liability</u></b>
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 Requ
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
<b><u>Builders Risk</u></b>	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	<b><u>Contractors Pollution Liability</u></b>
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

. 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.



Special Conditions: All wood frame only projects are subject to Protective Safeguards as shown in EXHIBIT C

3. EXHIBIT 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, as noted in Section 1.4.

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 (see [EXHIBIT D](#)) 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* (see [EXHIBIT E](#)) 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: Compton Community College District**

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.

#### **Compton Community College District**

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 it's 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 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](mailto: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
Subtotals:				\$	\$ 0
Was Experience Modifier included in your above WC Class rate(s)? <input type="checkbox"/> YES <input type="checkbox"/> NO				Experience Modifier: <u>1</u>	Modified Premium: \$ 0
Attach Copies of Work Comp rate pages with enrollment form.				Plus/Minus Rate Deviations or Premium credits:	\$ 0
				(Cost A) Total Workers' Compensation Cost:	\$ 0



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)

Table with 7 columns: Coverage, Classification Description, Based on Payroll, Receipts or Other, Rate, Per \$100 / \$1000 or Other, Total Value (Payroll, receipts, or Other), Liability Premium. Includes rows for General Liability and Excess/Umbrella Liability.

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

(Cost B) Total Liability Cost: \$

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.)

Multiple rows of form fields for subcontractors including 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	
<b>Workers Compensation</b>	<b>General Liability</b>
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
<b>Builders Risk</b>	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	<b>Contractors Pollution Liability</b>
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 10<sup>th</sup> 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





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 contact 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



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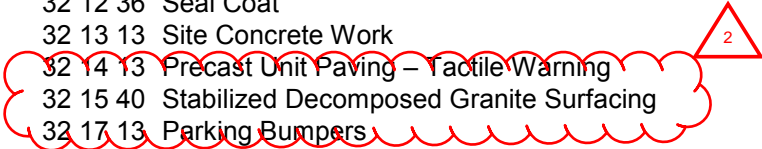
NOT USED

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# STABILIZED DECOMPOSED GRANITE SURFACING

## SECTION 32 15 40

### 1. PART 1 – GENERAL

#### 1.1 SUMMARY

- A. Provide all decomposed granite surfacing work, complete.

#### 1.2 REFERENCES

- A. The publications listed below from a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1557 1991                      Laboratory Compaction  
Characteristics of Soil Using Modified Effort  
(55,000 ft-lb/ft (2,700 KN-M/m))

#### 1.3 QUALITY CONTROL

- A. Deliver one sample bag of the decomposed granite to the project site for approval by the District Construction Manager prior to delivery of the remainder.

### 2. PART 2 – PRODUCTS

#### 2.1 MATERIALS

##### A. **DECOMPOSED GRANITE OR 3/8-INCH MINUS CRUSHED AGGREGATE SCREENINGS**

1. Clean, non-plastic, free from deleterious or foreign matter, natural or manufactured from the crushing and screening of naturally friable granite. Blending of course sand with rock dust is not acceptable.

2. "California Gold" or equivalent.

3. Crushed Stone Sieve Analysis Percentage of Weight Passing:  
Square Mesh Sieve AASHTO T011-05-UL and T027-1111-UL

**Conform to the grading requirements shown below:**

SIEVE DESIGNATION	PERCENT PASSING
3/8"	100
No. 4	95-100
No. 8 (2.36 mm)	75-80
No. 16 (1.18 mm)	55-65
No. 30 (0.600 mm)	40-50
No. 50 (0.300 mm)	25-35
No. 100 (0.150 mm)	15-20
No. 200 <0.075 mm)	10-15

Acceptable local supplier: KRC Rock Inc. Santee, CA (619) 443-8153 or Southwest Boulder & Stone, Fallbrook, California (760) 451-3333, or approved equal.

- B. **WEED CONTROL FABRIC** – Acceptable Manufacturers: Note – needle punched material is unacceptable.

1. Typar #3401 thermally spunbonded polypropylene, not-woven, thin geotextile weed control fabric, 4.0 oz/lineal yard weight.
2. Mirafi TenCate N Series, non-woven polypropylene geotextile.
3. CSI Geotextile Fabric, polypropylene, non-woven, weed control fabric.

# STABILIZED DECOMPOSED GRANITE SURFACING

## C. STABILIZER

1. Provide a stabilizing organic non-toxic binder, buff in color and without a marked odor. The swell volume shall have a minimum of 35 ml/g with a minimum mucilliod content of 80 percent. The light extraneous matter shall not exceed a maximum of 20 percent with the heavy extraneous matter not exceeding 5 percent. The material shall be screened with 90-100 percent passing a 200 mesh sieve.

2. Natracil, or equal, provided by: KRC Rock Inc., Santee, California (619) 443-8153

## 3. PART 3 – EXECUTION

### 3.1 PLACING DECOMPOSED GRANITE

- A. All areas not otherwise surfaced shall receive a 4-inch layer (compacted thickness) of decomposed granite, unless indicated otherwise on the drawings.
- B. Evenly spread over entire areas to designated lines and grades; moisten or aerate to optimum moisture content, then compact to a 4-inch thickness with a 5-ton (or larger) roller to a dense firm surface (at least 90 percent maximum dry density, ASTM D 1557) smoothly finished and uniformly pitched. Correct high or low spots in excess of 0.20 inch above or below a 10-foot straight edge in any direction.

### 3.2 BLENDING STABILIZER

- A. Blend a minimum 12 lbs. of Stabilizer per ton of decomposed granite or crushed 3/8" minus aggregate screenings. It is critical that Stabilizer be thoroughly and uniformly mixed throughout decomposed or crushed 3/8" minus aggregate screenings.

### 3.3 WEED CONTROL FABRIC

- A. Fabric shall be installed between the compacted subgrade and crushed aggregate screenings to prevent weeds from growing up through the crushed stone trail; pre-emergent chemicals are to be used prior to installing fabric. Place fabric across the entire surface to receive aggregate; overlap ends of rolls a minimum of 6 inches.

### 3.4 CLEAN-UP

- A. Clean-up spills and remove surplus materials to an off-site legal disposal area. Leave adjacent walks and paved areas broom clean.

END OF SECTION