

## DOCUMENT 00 91 00

**ADDENDA****PART 2 - ADDENDUM NO. 2**, issued Nov. 11, 2013.**1.1 PRE-PROPOSAL RFI QUESTIONS AND RESPONSES**

- A. **RFI:** Will the O&M labor fall under the PLA or be required to be prevailing wage?
1. **Response:** Per the District's labor Program Stabilization Agreement, O&M labor does not fall under the agreement:

*Article II, section 2.2: "...Once a construction Project is completed, it is no longer covered by this Agreement. For the purposes of this Agreement, a construction Project shall be considered completed upon filing of a Notice Of Completion."*

*Article II, section 2.5, (3): "The Agreement is not intended to, and shall not affect the operation or maintenance of the District."*

All labor at the District, including O&M labor, shall meet prevailing wage requirements.

- B. **RFI:** Certain as-build files will not open, are pdf's available for our use?
1. **Response:** Many files are AutoCAD files. These files will open using the software "AutoDesk DWG TrueView 2014". This software can be download for free from AutoDesk at their website <http://usa.autodesk.com/adsk/servlet/pc/item?id=9078813&siteID=123112>
- C. **RFI:** The Certification requires the DBE to be a party with a registered apprenticeship program, Could this requirement be satisfied by the DBE's subcontractors? If so, can the Dec 00 45 00 be modified to reflect that?
1. **Response:** If the DBE will subcontract all on-site labor, the Apprenticeship Program requirements may be satisfied by the DBE's subcontractors. The document 00 45 00 is revised as follows:

3. CERTIFICATION OF SKILLED LABOR FORCE AVAILABILITY

By my signature hereunder, as the Design-Build Entity, I certify that the Proposer *and the Proposer's subcontractors (or in the case the DBE shall not self-perform any site work: just the Proposer's subcontractors)* is a party to an agreement with a registered apprenticeship program, approved by the California Apprenticeship Council, which has graduated apprentices in each of the preceding five years (provided that this graduation requirement shall not apply to programs providing apprenticeship training for any craft that has been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft in the five years prior to enactment of Public Contract Code Section 20133), and that attached hereto is a copy of that agreement (*or agreements will be provided upon finalization of subcontractor agreements*), which is true and correct and in full force and effect.

- D. **RFI:** What are the drivers of the 10/06/14 and 10/27/14 Substantial and Final completion respectively?
1. **Response:** The drivers are the anticipated Notice To Proceed date, the time allowed for design, DSA review, and the time allowed for construction. The District has decided to revise the requirement to obtain DSA application certification; **see item 1.2 in this Addendum, below**. The revision of DSA certification hereby revises the anticipated Substantial and Final completion dates by four months to now be 6/17/14 and 7/8/14.

- E. **RFI:** Could the District provide an electrical diagram showing the Facilities Maintenance Center, Building #7. Please include the transformer's rating and configuration that are feeding the building.
1. **Response:** Electrical plans of Building 7 are available on the District's SharePoint site. See the project posted on the on District Website <http://www.smccd.edu/accounts/smccd/departments/facilities/CANBusOps.shtml> and click on the "Project Documents" link, which will take you to the [CAN Solar Sharepoint Site](#).
- F. **RFI:** Lights are to be installed around the perimeter, spec. section then calls out a minimum 0.5 fc "throughout" the array at ground level. Is the intent to only light up the perimeter of the array or to light the entire array at night? If the later, how does the District anticipate getting 0.5 fc to reach ground level between rows?
1. **Response:** The lights are specified for security. The intention is to light up the array area at night enough so that the security system cameras will be able to view if an unauthorized entry into the solar array area has occurred. So the need is to light the general area, and the tops of the panels, so that we can see if they are being stolen or damaged. So it is agreed the ground under the panels won't be illuminated, because the panels will cast shadows, but the panels themselves and the area shall be illuminated. The perimeter and the entrances and exits to the array are the most important areas to light up for security purposes.
- In addition, the District is giving the DBE the flexibility to provide the security system with NO lights, if infrared cameras are provided and can provide complete security camera viewing coverage.
- Revise Specification Section 99 00 01, paragraph 1.3.5.8, fifth bullet as follows:
- 1.3.5.8 Lighting: Design-Build Entity shall install pole-mounted light fixtures to illuminate the site perimeter at night, the associated cabling required for powering these fixtures, and photocell controls/switches. Exterior lights shall be installed around the perimeter of the PV array to provide a minimum of 0.5 fc ~~throughout the array at ground level~~ **around the perimeter of the array enclosure**. Light poles shall be located in a manner such that they do not create shade on the PV system at any time during the system electrical generating hours.
- G. **RFI:** Can the District please provide an OCIP manual.
1. **Response:** Attached with this Addendum is an OCIP manual as provided by Keenan and Associates, titled "DOCUMENT 00 73 17 REFERENCE MANUAL, OWNER CONTROLLED INSURANCE PROGRAM (OCIP) MANUAL"
- H. **RFI:** Is there an available internet connection for our monitoring software? If yes, where is the connection located?
1. **Response:** Yes, there is a data switch with patch panel port available in Building 30 on the south side of the building, and there are ports available in Building 7 in the Data Closet in Room #110 in the north-west corner of the building (adjacent to the electrical room).
- I. **RFI:** Who conducted the initial study for CEQA compliance? Other than conforming with the CEQA mitigation measures listed in section 01 33 00, will the contractor be required to file a mitigated negative declaration or have third party monitoring?
1. **Response:** The District has hired a firm to file a mitigated negative declaration; DBE is not required to do this. District will hire firms for any third party monitoring requirements.

## 1.2 REVISIONS TO THE PROJECT MANUAL

### A. Revise the Project Manual as follows to revise the requirement to obtain DSA application certification:

#### 1. DOCUMENT 00 11 19, 1.5 PROJECT OVERVIEW:

The District intends to hire a Design-Builder to design and construct turnkey solar PV projects according to the specifications of this RFP as described in Document 99 00 01, "Solar Technical Specifications and Requirements". The Respondent shall take into consideration the sites' available solar resources; campus and building electrical switchboard bus ampacity; shading impacts of nearby buildings, structures, or trees; geotechnical, structural and load constraints; available space; utility interconnection requirements; ADA accessibility compliance; applicable California state and local ordinances and codes; budget constraints; and other relevant factors. ~~The District intends to have this project be fully reviewed by DSA and not use the project review exclusion in IR16-8.~~ ***The Design-Builder may utilize ground mount review exclusions as outlined in DSA IR 16-8.***

#### 2. SPECIFICATION SECTION 99 00 01, 1.3.4 Division of the State Architect Review:

Construction Documents must be reviewed and approved by the Division of the State Architect (DSA). ~~For non-education ground-mounted systems, The Design-Build Entity may utilize IR16-8 DSA review exemption for ground-mounted systems. For educational systems, Design-Builder must comply with full DSA review for Design-Build Entity shall be responsible for obtaining all DSA approvals and shall account for DSA requirements in their system designs, project pricing, and schedule. The District will not grant Design-Build Entity relief based on Design-Build Entity's incomplete or incorrect understanding of DSA requirements.~~

END OF DOCUMENT

DOCUMENT 00 73 17 REFERENCE MANUAL  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP) MANUAL**

Issued in Addendum #2 on November 11, 2013

## 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 SEWUP JPA will provide Workers’ Compensation, Employer’s Liability, General 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. Offsite locations, labor and operations 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 2.5**. 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 2.3**.

Enrollment (Definition): 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 2.5 and 2.6) is a requirement and must be submitted with the completed *Contract Enrollment Form*.

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, leasing companies and surveyors are to be treated as Eligible Contractors.

**Ineligible (Definition):** Includes, but is not limited to, consultants; suppliers who do not perform or do not subcontract installation; demolition that includes abatement and hazardous materials removal; vendors; materials dealers; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed. However, if contracted with an on-site installer, suppliers/vendors should be enrolled in the OCIP only for General Liability, as it pertains to the contractual relationship of the installer's on-site work. Any party deemed an Ineligible Contractor, but who has direct labor on the Project, will be required to participate in the Project Safety Program (see Section 2.15). **Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner.**

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. Minimum Insurance and endorsement requirements are located in Section 2.5 & 2.6.**

## **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 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 2.5**, 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. Contractors must meet 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) (District to specify if evidence is required at bid submittal or post bid submittal)**

**Failure to meet these minimum standards shall disqualify the bidder.**

**B. Contractor Insurance Cost Identification**

Contractor's base bid shall exclude any and 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.

**EACH CONTRACTOR/SUBCONTRACTOR MUST INCLUDE THIS DOCUMENT WITH THEIR BID SPECIFICATIONS TO ANY AND ALL SUBCONTRACTORS.**

**2.1 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 WITH REGARD TO 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.***

The OCIP is for the benefit of the Owner and all Enrolled Contractors/Subcontractors who have on-site employees. 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.

**A. Workers' Compensation and Employer's Liability Insurance**, in accordance with applicable state laws, to all Enrolled Contractors/Subcontractors 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 Exhibit B. 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 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 Liability Insurance**, will be provided on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:

- \$5,000,000 Bodily Injury and Property Damage Liability
- \$10,000,000 General Aggregate
- \$5,000,000 Products and Completed Operations
- 10 Years Completed Operations
- Limits are per Project

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth on the table attached as Exhibit B. 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. Bodily Injury and Property Damage Liability coverages to remain in effect until Project Completion Date or July 1, 2018, whichever comes first, as defined in the policy.
- b. Ten years Products and Completed Operations coverages.

**C. Contractor's Pollution Liability**, on an "Occurrence" form under a master liability policy, except for fungus/spore coverage which is "Claims Made". Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:

- \$25,000,000 Each Loss / \$25,000,000 Program Annual Aggregate
- Claims expense, including defense cost, within limits
- \$5,000,000 Fungus/Spore Sub-limit, \$5,000,000 Per Claim/Program Aggregate

1. \$10,000 Deductible, Per Claim

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.

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

Policy Term: The policy term is from July 1, 2013 to June 30, 2015. The policy is intended to remain in effect for the length of the Project or June 30, 2018, whichever comes first.

**D. Builder's Risk**, during the Course of Construction, at the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sublimits, property limitations and conditions. Such insurance shall include the interests of the Owner and Contractors/Subcontractors during the Course of Construction.

A deductible, which shall be determined by the type of construction, will apply to each occurrence. The deductible schedule is as follows:



<u>New Construction</u>	<u>Deductible</u>
Wood Frame	\$10,000
Fire Resistant / Non-Combustible, Masonry Non-Combustible or Joisted Masonry	\$10,000

<u>Modernization/Renovation</u>	<u>Deductible</u>
Non-Structural (Wood Frame)	\$10,000
Non-Structural (Other than Wood Frame)	\$10,000
Structural	\$25,000 (\$50,000 for Water Damage)

1. Contractor/Subcontractor shall be liable for the deductible, to the extent that the loss arises out of its 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.

2. Exclusions: The known exclusions for this coverage are set forth on the table attached as Exhibit B. 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 policy term is from July 1, 2013 to June 30, 2015.

**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 provision 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 2.1 A -D, above, 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.

## **2.2 OCIP Certificates and Policies**

All Enrolled Contractors/Subcontractors will receive their own Workers' Compensation policy. Certificates of Insurance will be furnished for General Liability and Contractor's Pollution Liability coverages. 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.

## **2.3 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 2.5 and 2.6) 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 2.2**.

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:

#### ***Project Site Monthly Payroll Report***

*Project Site Monthly Payroll Reports* (see Exhibit C) must be submitted to the Program Administrator on a monthly basis, 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 on a monthly basis, the Construction Manager and/or Owner can withhold payment 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. At the end of each contract, a carrier audit may be performed using the reported payroll.

#### ***Payroll Reporting / 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).

### **Contractor's Completion Notice**

*Contractor's Completion Notice* (see Exhibit D) 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).

### **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.

### **D. 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.

It is the obligation of each Eligible Contractor/Subcontractor to enroll in the OCIP and to comply with all of the administrative, notice, claim reporting, safety, loss control, quality control, insurance and other 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.

**2.4 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.

**2.5 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 (See **Section 2.6** 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:

	<u>Ineligible /Not Enrolled</u>	<u>Enrolled General/Prime Contractor</u>	<u>Enrolled Subcontractor</u>
Bodily Injury and Property Damage	\$2,000,000	\$2,000,000	\$1,000,000

**Workers' Compensation and Employer's Liability Insurance**

Workers' Compensation –Statutory Benefits - All States

Employer's Liability:

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



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

	<u>Ineligible /Not Enrolled</u>	<u>Enrolled General/Prime Contractor</u>	<u>Enrolled Subcontractor</u>
Bodily Injury and Property Damage	\$2,000,000	\$2,000,000	\$1,000,000
Per Occurrence	\$2,000,000	\$2,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$2,000,000	\$1,000,000
Products/Completed Operations Agg.	\$2,000,000	\$2,000,000	\$1,000,000
Personal/Advertising Injury Aggregate	\$2,000,000	\$2,000,000	\$1,000,000

**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. \$2,000,000 per Claim/Annual Aggregate
2. 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.

**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. \$1,000,000 per Claim/Aggregate

**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:

1. \$5,000,000 per Claim/Aggregate

**2.6 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 2.5 and 2.6** 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 **San Mateo County CCD**, as the Certificate Holder, as specified below:

**Certificate Holder: San Mateo County CCD**

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.

**Name of Person or Organization: San Mateo County CCD**

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

## **2.7 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.

## **2.8 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.

## **2.9 Waiver of Subrogation and Owner Indemnification**

With respect to their work on the Project:

- 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.
- 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.
- The Contractors/Subcontractors are obligated to indemnify the Owner for damages or claims not covered by the OCIP.

## **2.10 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.

## **2.11 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.

## **2.12 Duties in the Event of a Loss**

Contractors/Subcontractors are required to report any and 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.

## **2.13 Occupational Safety and Health Compliance**

All Contractors/Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health. 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.

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.

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.

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

### **1. Safety Orientation**

- a. 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:
  - i. The District's site safety requirements.
  - ii. Site specific safety hazards and protective measures for these hazards.
  - iii. Emergency telephone numbers and procedures.
  - iv. Local medical clinic/hospital information within the Medical Provider Network (MPN).

### **2. Program Management**

- a. Each Contractor/Subcontractors shall have the following safety programs:
  - i. Injury and Illness Prevention Plans
  - ii. Hazard Communication Programs

- iii. Heat Illness Prevention Plans
- b. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health.

### 3. 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:**

- a. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.
- b. All Contractors/Subcontractors shall follow District procedures for dealing with the media.
- c. 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.
- d. Alcohol is prohibited on District property at all times.
- e. 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.
- f. 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.
- g. All prime contractors must attend the site specific pre-construction meeting.
- h. 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.
- i. 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.
- j. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
- k. 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.

### 4. Mandatory 6' Fall Protection

- a. Contractor/Subcontractor employees shall be protected from fall exposures of **6 feet or greater**. Activities include but are not limited to:
  - i. Steel erection
  - ii. Decking
  - iii. Roofing
  - iv. Framing
  - v. Scaffold work
- b. A safety monitor as means of fall protection is prohibited.
- c. Ladder jacks, lean-to, and prop-scaffolds are prohibited.



- d. 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.
- e. Methods of fall protection include but are not limited to the following:
  - i. Railings
  - ii. Covers for Floor, Roof, and Wall Openings
  - iii. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
  - iv. Controlled Access Zones
- f. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
- g. The minimum parapet height allowed for fall protection is 42 inches or greater.
- h. 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.
- i. 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 anytime.
- j. 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.
- k. 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.

## **5. Crane Safety**

- a. 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.
- b. 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.
- c. 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.

## **6. Return to Work:**

- a. 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.
  - i. 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.
  - ii. 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.



- iii. The Enrolled Contractor/Subcontractor is expected to accommodate the injured employee to the fullest extent and facilitate the return to work.
- iv. 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.

### **3.1 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, any and 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 for this Project; (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 any and 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.

### **3.2 Joint Defense of Claims and Suits Against More Than One Insured**

(a) In the event that 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 3.2.

(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 3.5 shall preclude Contractor/Subcontractors from engaging counsel of its choice, at its sole expense, to associate in the defense of any such Claim.

### **3.3 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**



**STATEWIDE EDUCATIONAL WRAP UP PROGRAM**

**CONTRACT ENROLLMENT FORM**

District Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

**Contractor Information**

Contractor/Subcontractor (Legal Name): \_\_\_\_\_

If you are a subsidiary and / or division of another company, please indicate the name on file with the bureau: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name & Title of Person(s) to Contact: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractor License #: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

Entity: Sole Proprietorship:  Partnership:  Corp:  Other:

Payroll/Accounting Contact (if other than above): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Contractor's Broker Information**

Do we have permission to contact your broker for policy and rate information?  Yes  No If yes, please sign: \_\_\_\_\_

Broker Contact Name: \_\_\_\_\_ Broker E-Mail Address: \_\_\_\_\_

Broker Phone: \_\_\_\_\_ Broker Fax: \_\_\_\_\_

**Contract Details**

Your status on this Project  (a) General/Prime Contractor  (b) Subcontractor  
 (c) Tier/Subcontractor  (d) Other \_\_\_\_\_

If you checked (b), (c) or (d) above, give name of the contractor for whom you are under contract with: \_\_\_\_\_

Bid Package # (if applicable): \_\_\_\_\_ Total Contract Amount: \$ \_\_\_\_\_

Contract Award Date: \_\_\_\_\_ Contract Amount for Self Performed Work: \$ \_\_\_\_\_

Estimated Start Date\*: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

\*This will be the effective date of your OCIP coverage, unless notified otherwise

Description of work performed: \_\_\_\_\_

For this project, will you be doing off-site work?  Yes  No

If YES, please describe? \_\_\_\_\_

Project Name: \_\_\_\_\_ Contractor Name: \_\_\_\_\_

Each Contractor and Subcontractor of every tier is required to submit a list of job/WC classifications and their respective estimated payrolls and man- hours for all employees who will be working at the project site. This information must be submitted for each contract / bid package. If this applies to your firm, please contact the SEWUP Department for a Supplemental Contractor Enrollment Form. Payroll Records are subject to audit by the Owner's Workers' Compensation and General Liability insurance carrier.

Workers' Compensation Section					
Description of Work	WC Class Code	WC Rate (\$100/Payroll)	On-Site Straight Time Payroll	On-Site Man hours	WC Premium
Modified Premium is: Total Premium X Experience Modifier _____ Experience Modifier: _____ Modified Premium: \$ _____ Plus/Minus Rate Deviations or Premium Credits _____ Credit/Deduction: \$ _____ <div style="text-align: right;"><b>Total Workers' Compensation Insurance Cost</b> \$ _____</div>					
Workers' Compensation Insurance Carrier Name: _____ Policy No: _____ Policy Term: _____ To _____ Workers' Comp Bureau ID No: _____ Anniversary Rating Date: _____					
General Liability Section					
General Liability Insurance Carrier Name: _____ Policy No: _____ Policy Term: _____ To _____ Aggregate Limit: \$ _____ Per Occurrence Limit: \$ _____ GL Policy Deductible: \$ _____ Products & Comp/Ops Limit: \$ _____ GL Rate: \$ _____ <input type="checkbox"/> Per \$1000 <input type="checkbox"/> Per \$100 <input type="checkbox"/> Flat Based On: <input type="checkbox"/> Receipts <input type="checkbox"/> Payroll Other: _____ <div style="text-align: right;"><b>Total General Liability Insurance Cost</b> \$ _____</div>					
Umbrella/Excess Liability Section					
Umbrella/Excess Liability Carrier Name: _____ Policy No: _____ Policy Term: _____ To _____ Aggregate Limit: \$ _____ Per Occurrence Limit: \$ _____ Policy Rate: \$ _____ <input type="checkbox"/> Per \$1000 <input type="checkbox"/> Per \$100 <input type="checkbox"/> Flat Based On: <input type="checkbox"/> Receipts <input type="checkbox"/> Payroll Other: _____ <div style="text-align: right;"><b>Total Umbrella / Excess Liability Insurance Cost</b> \$ _____</div>					
<b>Margin Factor (Apply your Mark-Up Against Current Cost)</b>					\$ _____
<b>TOTAL INSURANCE COST</b>					\$ _____

**Please E-mail, Fax or Mail To:**  
 Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501  
 Attn: SEWUP, Email: [SEWUP@keenan.com](mailto:SEWUP@keenan.com), Phone (310) 212-3344, Fax (310) 787-8838  
 License #0451271



Project Name: \_\_\_\_\_ Contractor Name: \_\_\_\_\_

**Expected Subcontractors:** If any work is to be subcontracted under this Contract, please complete the following information for each Subcontractor. Use additional pages, if necessary.

Company Name: _____	Contact Person: _____
Address: _____	
City/State/Zip Code: _____	
Phone: _____	Fax: _____ E Mail: _____
Scope of Work: _____	
Contractor License # _____	Contract Value: _____
Est. Start Date: _____	Est. Completion Date: _____

  

Company Name: _____	Contact Person: _____
Address: _____	
City/State/Zip Code: _____	
Phone: _____	Fax: _____ E Mail: _____
Scope of Work: _____	
Contractor License # _____	Contract Value: _____
Est. Start Date: _____	Est. Completion Date: _____

  

Company Name: _____	Contact Person: _____
Address: _____	
City/State/Zip Code: _____	
Phone: _____	Fax: _____ E Mail: _____
Scope of Work: _____	
Contractor License # _____	Contract Value: _____
Est. Start Date: _____	Est. Completion Date: _____

  

Company Name: _____	Contact Person: _____
Address: _____	
City/State/Zip Code: _____	
Phone: _____	Fax: _____ E Mail: _____
Scope of Work: _____	
Contractor License # _____	Contract Value: _____
Est. Start Date: _____	Est. Completion Date: _____

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.

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Attach copies of your Workers' Compensation, General Liability, and Excess/Umbrella Liability (if applicable) Declarations pages, including proof of rates from your current policies. Submit a copy of your Certificate of Insurance evidencing WC, GL, Excess/Umbrella Liability, and Auto Liability coverage. Evidence of Auto Liability should include an endorsement naming the school district as an additional insured. Compliance with this request will expedite your enrollment.**

Please E-mail, Fax or Mail To:

Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501  
 Attn: SEWUP, Email: [SEWUP@keenan.com](mailto:SEWUP@keenan.com), Phone (310) 212-3344, Fax (310) 787-8838  
 License #0451271





**EXHIBIT B: KNOWN OCIP POLICY EXCLUSIONS**

**Workers' Compensation**

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

**Contractor's Pollution Liability**

Contractual Liability  
 Employment Related Practices  
 Workers Compensation and Similar Laws  
 Auto, Aircraft, Vessel Or Rolling Stock  
 Already Under Project Specific Coverage  
 Fines, Penalties, and Treble Damages  
 Claims Between Certain Insureds  
 Related Entities and Individuals  
 Microbial Substances, Genetically Modified Organisms  
 War  
 Nuclear  
 Nuclear  
 Pre-Existing Conditions  
 Intentional Acts  
 Naturally Occuring Substances  
 Other Entities  
 Products  
 Transportation Of Pollutants  
 Damage To Property  
 Disposal Sites  
 Hazardous Materials Facility  
 Bankruptcy

**Builder's Risk**

Flood  
 Earthquake  
 Contractor's Tools, Machinery, Plans, Equipment  
 Offshore Or Barrier Island Property  
 Infidelity, Dishonesty, Fraudulent Activity Of Insured  
 Existing Property At The Project Location  
 Disappearance or When Revealed By Inventory Shortage Alone  
 Land, Land Values, Value of Cut, Fill, Etc. Existing Prior To Project  
 Commencement  
 Damages, Fines or Penalties At Government Agency or Court Order  
 War and Military Action  
 Nuclear  
 Water, Standing Timber, Growing Crops, Animals  
 Delay In Completion  
 Asbestos  
 Hot Testing  
 Foreign Terrorism  
 Software Loss  
 Damage To Existing Property  
 Consequential Loss, Damage or Expense  
 Cost of Making Good  
 Fungus  
 Normal Subsidence  
 Cessation of Work  
 Certain Offsite Property  
 Damage To Landscaping Materials Due To Natural Causes  
 Loss Under Any Manufacturer or Supplier Guarantee/Warranty  
 Damage While Testing Prototype or Used Machinery/Equipment  
 Property That Stores, Processes, or Handles Radioactive Materials  
 Electrical, Magnetic, or Errors Related To Electronic Records  
 Transmission/Distribution Lines Energized At Completion of Testing  
 Financial Accounts, Instruments, Stamps, Deeds, Precious Material  
 Rolling Stock, Aircraft, Watercraft  
 Vehicles or Equipment Licensed For Highway Use

**General Liability**

Contractual Liability  
 Employment Related Practices  
 Workers Compensation and Similar Laws  
 Personal and Advertising Bodily Injury  
 Damage To Impaired or Not Physically Injured Property  
 Recall of Products, Work Or Impaired Property  
 Certain Damage To Your Work (Partial Carveback)  
  
 Prior, Continuous, or Progressively Deteriorating Injury or Damage  
 Violation of Statutes Governing Collecting, Transmitting Information  
 Violation of Statutes Governing Email, Fax, Phone Calls  
 War  
 Nuclear  
 Exterior Insulation and Finish Systems  
 Professional Liability  
 Asbestos  
 Pollution  
 Expected or Intended Injury  
 Liquor Liability  
 Employers Liability  
 Aircraft, Auto or Watercraft  
 Mobile Equipment  
 Damage To Your Product  
  
 Electronic Data  
 Fungi Or Bacteria  
 Silica or Silica Mixed Dust  
 Lead  
 Certain Damage To Property  
 Certain Exclusions To Personal and Advertising Injury Liability  
 Certain Exclusions To Medical Payments Coverage

EXHIBIT C



STATEWIDE EDUCATIONAL WRAP UP PROGRAM

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 - refer to Certificate of Insurance issued for this project, under Description of Operations section, referred to as Site Location Code.

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

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.

Please E-mail, Fax or Mail To:

Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501  
 Attn: SEWUP, Email: [SEWUP@keenan.com](mailto:SEWUP@keenan.com), Phone (310) 212-3344, Fax (310) 787-8838  
 License #0451271





EXHIBIT D



STATEWIDE EDUCATIONAL WRAPUP PROGRAM

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: \_\_\_\_\_

Please E-mail, Fax or Mail To:

Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501  
Attn: SEWUP, Email: [SEWUP@keenan.com](mailto:SEWUP@keenan.com), Phone (310) 212-3344, Fax (310) 787-8838  
License #0451271

