

Section/Exhibit _____
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 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 the all required documents are received, reviewed and processed by the OCIP Program Administrator and insurer. Enrollment form (Exhibit A) must be submitted with Declarations pages, including proof of rates from your current policies; in addition to Certificate of Insurance evidencing Workers’ Compensation, General Liability, Excess/Umbrella Liability if applicable, and Auto Liability coverage. Evidence of Auto Liability should include an endorsement naming the District as an additional insured (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): 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; surveyors; consultants; 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 1.16). **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. 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. 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). (Post submittal from lowest responsive bidder(s)).

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.

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 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, 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 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 master policy effective date is October 1, 2015. 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:

- \$ 8,000,000 Bodily Injury and Property Damage Liability
- \$11,000,000 General Aggregate
- \$11,000,000 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. The master policy effective date is October 1, 2015. The policy is intended to remain in effect for the length of the Project or a maximum of (3) three years, 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 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 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.
4. Policy Term: The master policy effective date is October 1, 2015. The policy is intended to remain in effect for the length of the Project or a maximum of (3) three years, 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, sublimits, property limitations and conditions. Such insurance shall include the interests of the Owner (as named insured) and enrolled Contractors/Subcontractors (as additional insured's) 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:

New Construction & Renovation

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

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

1. Contractor shall be responsible for the applicable deductible under the Districts builder's risk insurance policy for damage to work of Contractor or any Subcontractor of any tier including damage to work of other Contractors caused by Contractor or its Subcontractors. The applicable deductible amount 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 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. Special Conditions: All wood frame only projects are subject to **Protective Safeguards as shown in 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 their own Workers' Compensation policy. Certificates of Insurance will be furnished for General Liability, Excess 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.

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 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 may 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 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 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.

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:

Enrolled 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:

\$2,000,000 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:

Pasadena Unified School 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.

Pasadena Unified School 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 its appointed representatives, as may be required.

1.14 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.

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. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements

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

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

1.16 PROJECT SAFETY PROGRAM

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

A. Safety Orientation

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

B. Program Management

1. Each Contractor/Subcontractors shall have the following safety programs:
 - a. Injury and Illness Prevention Plans
 - b. Hazard Communication Programs
 - c. Heat Illness Prevention Plans

2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health.

C. Mandatory 6' Fall Protection

1. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
 - a. Steel erection
 - b. Roofing
 - c. Framing
 - d. Decking
 - e. Scaffold work
 - f. Work performed from ladders
2. A safety monitor as means of fall protection is prohibited.
3. Ladder jacks, lean-to, and prop-scaffolds are prohibited.
4. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
5. Methods of fall protection include but are not limited to the following:
 - a. Railings
 - b. Covers for Floor, Roof, and Wall Openings
 - c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
 - d. Controlled Access Zones
6. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
7. The minimum parapet height allowed for fall protection is 42 inches or greater.
8. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance with Cal/OSHA Construction Safety Orders.
9. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at anytime.
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 at all times.
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 to the fullest extent 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, 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.

1.18 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 1.18.

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

However, disclosures of such confidential information may be made (i) upon written approval from Defense Counsel or (ii) where required by court order or by applicable law.

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

1.19 Duty of Care

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

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

EXHIBIT A

Print Form

Submit Form

SEWUP@Keenan.com



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

OCIP Contract Enrollment Form

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

District: Pasadena Unified School 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 : 1	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

Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501, Attn: SEWUP, Phone (310) 212-0363, Fax (310) 787-8838, Email SEWUP@Keenan.com
License # 0451271



OCIP Contract Enrollment Form

GENERAL & EXCESS LIABILITY INSURANCE

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

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

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

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

TOTAL INSURANCE COST

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

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

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

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

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

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

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

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

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

Signature: _____ Title: _____ Date: _____

EXHIBIT B

KNOWN OCIP POLICY EXCLUSIONS	
<u>Workers Compensation</u>	<u>Contractors Pollution Liability</u>
Bodily Injury Outside US or Canada	Already Under Project Specific Coverage
Bodily Injury To Any Member of Flying Crew	Auto, Aircraft, Vessel Or Rolling Stock
Bodily Injury To Person Subject To Federal Workers' Compensation	Bankruptcy
Bodily Injury To Person Subject To Occupational Disease Laws	Claims Between Certain Insureds
Contractual Liability	Contractual Liability
Employees Knowingly Employed Illegally	Damage To Property
Employment Related Practices	Disposal Sites
Intentional or Aggravated Bodily Injury	Employment Related Practices
Obligations Imposed By Disability Benefits or Any Similar Law	Fines, Penalties, and Treble Damages
Obligations Imposed By Occupational Disease Laws	Hazardous Materials Facility
Obligations Imposed By Unemployment Compensation Laws	Intentional Acts
Obligations Imposed By Workers' Compensation Laws	Microbial Substances, Genetically Modified Organisms
State or Federal Law Violation Fines, Penalties	Naturally Occuring Substances
<u>Builders Risk</u>	Nuclear
Asbestos	Other Entities
Certain Offsite Property	Pre-Existing Conditions
Certain Release, Discharge, Escape, or Dispersal Of Contaminants	Products
Cessation of Work	Related Entities and Individuals
Consequential Loss, Damage or Expense	Transportation Of Pollutants
Contractor's Tools, Machinery, Plans, Equipment	War
Cost of Making Good	Workers Compensation and Similar Laws
Damage To Existing Property	<u>General Liability</u>
Damage To Landscaping Materials Due To Natural Causes	Aircraft, Auto or Watercraft
Damage While Testing Prototype or Used Machinery/Equipment	Asbestos
Damages, Fines, Penalties At Government Agency or Court Order	Certain Damage To Property
Disappearance or When Revealed By Inventory Shortage Alone	Certain Damage To Your Work (Partial Carveback)
Earthquake	Certain Exclusions To Medical Payments Coverage
Electrical, Magnetic, or Errors Related To Electronic Records	Certain Exclusions To Personal and Advertising Injury Liability
Existing Property At The Project Location	Contractual Liability
Financial Accounts, Instruments, Stamps, Deeds, Precious Material	Damage To Impaired or Not Physically Injured Property
Flood	Damage To Your Product
Foreign Terrorism	Electronic Data
Fungus	Employers Liability
Hot Testing	Employment Related Practices
Infidelity, Dishonesty, Fraudulent Activity Of Insured	Expected or Intended Injury
Land, values of land, cut, & fill etc. Prior to Project Commencement	Exterior Insulation and Finish Systems
Loss Under Any Manufacturer or Supplier Guarantee/Warranty	Fungi Or Bacteria
Normal Subsidence	Lead
Nuclear	Liquor Liability
Offshore Or Barrier Island Property	Mobile Equipment
Property That Stores, Processes, or Handles Radioactive Materials	Nuclear
Rolling Stock, Aircraft, Watercraft	Personal and Advertising Bodily Injury
Software Loss	Pollution
Transmission/Distribution Lines Energized At Completion of Testing	Prior, Continuous, or Progressively Deteriorating Injury or Damage
Vehicles or Equipment Licensed For Highway Use	Professional Liability
War and Military Action	Recall of Products, Work Or Impaired Property
Water, Standing Timber, Growing Crops, Animals	Silica or Silica Mixed Dust
	Violation of Statutes Governing Collecting, Transmitting
	Violation of Statutes Governing Email, Fax, Phone Calls
	War
	Workers Compensation and Similar Laws

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.



Save Form

Print Form

Submit Form

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

District Name: Pasadena Unified School District 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



Keenan
Associates

Save Form

Submit Form



Sewup@keenan.com

Contractor's Completion Notice

District Name Pasadena Unified School District

Project Name _____

IMPORTANT NOTIFICATION – PLEASE READ

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

Contractor/Subcontractor Legal Name: _____

Contractor/Subcontractor dba Name: _____

Address: _____

**Site Location Code/
Contract Number:** _____

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

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

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

**Parent Contractor
(Company Name):** _____

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

**Signature
(Parent Contractor):** _____ **Date:** _____

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

**Signature
(Contractor/Subcontractor):** _____ **Date:** _____

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

License No. 0451271

Keenan
Associates



Pasadena USD

What is SEWUP?

The Statewide Educational Wrap Up Program (**SEWUP**) is a Stand-alone Construction Risk Joint Powers Authority (**JPA**) that provides an Owner Controlled Insurance Program (**OCIP**) designed to protect the District from the construction site activity risks of the general contractor, contractors, and subcontractors of all tiers.

- JPA Membership is provided at **no cost** to the District, pay only when used.

SEWUP Board of Directors

Menifee Union SD

Representative: Bruce Shaw

West Valley Mission CCD

Representative: Brigit Espinosa

Long Beach CCD

Representative: Margie Padron
President

El Camino CCD

Representative: Rocky Bonura

Pajaro Valley USD

Representative: Terry McHenry

Pittsburg USD

Representative: Enrique Palacios

Fontana USD

Representative: Bob Copeland
Vice President

William S. Hart

Representative: TBD

Hacienda-La Puente USD

Representative: Mark Hansberger
Secretary/Treasurer

*JPA Board Holds Quarterly Meetings
So. Cal/No. Cal*

Keenan Developed the SEWUP JPA...

...In 1999 as a result of legislative changes, allowing California public schools and community college districts to participate in an OCIP and in response to the Districts' requests for improved insurance coverage for construction projects, which:

- Ensures District's control over policies and coverages.
- Reduces turmoil of multiple carriers, limits, attorneys, and lawsuits, at time of loss.
- Reduces District's administrative burden (taken on by SEWUP).
- Transfers the risk away from the district.

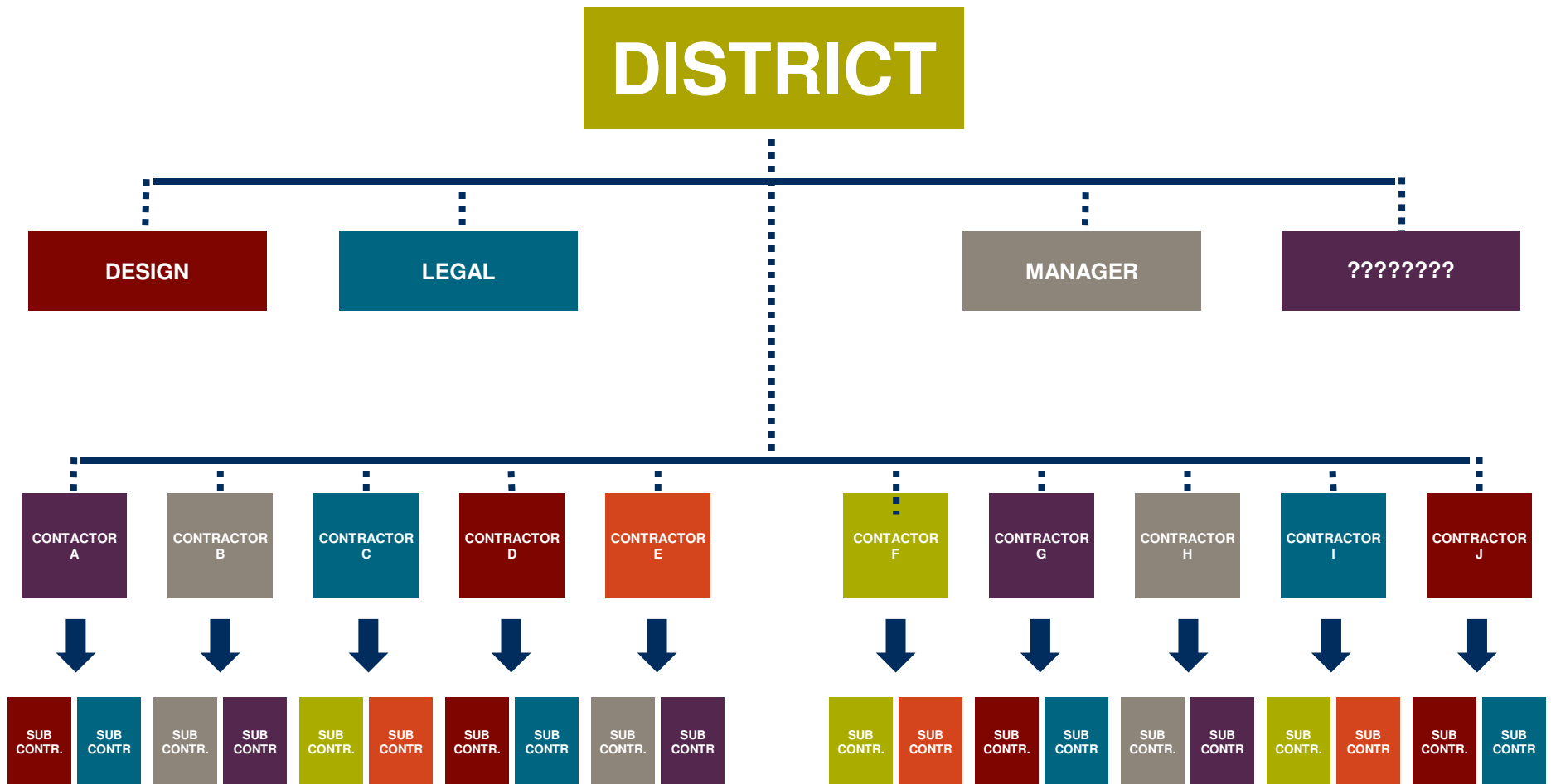
SEWUP JPA currently consists of over 500+ California K-12 and Community College District members and have insured nearly \$5B in education construction.

Mission/Purpose

The Statewide Educational Wrap Up Program (**SEWUP**) was developed to provide a method by which California Public Educational Agencies can **maximize** their new construction and modernization fund for facility development in a **safer, risk-contained** environment.



The Traditional Model



Traditional Method Pitfalls

Standard limits of coverage at \$1m and \$2m /Subcontracts



Inadequate coverages, numerous exclusions, carrier insolvency



Contractor Failure/Insolvency



Construction Defects

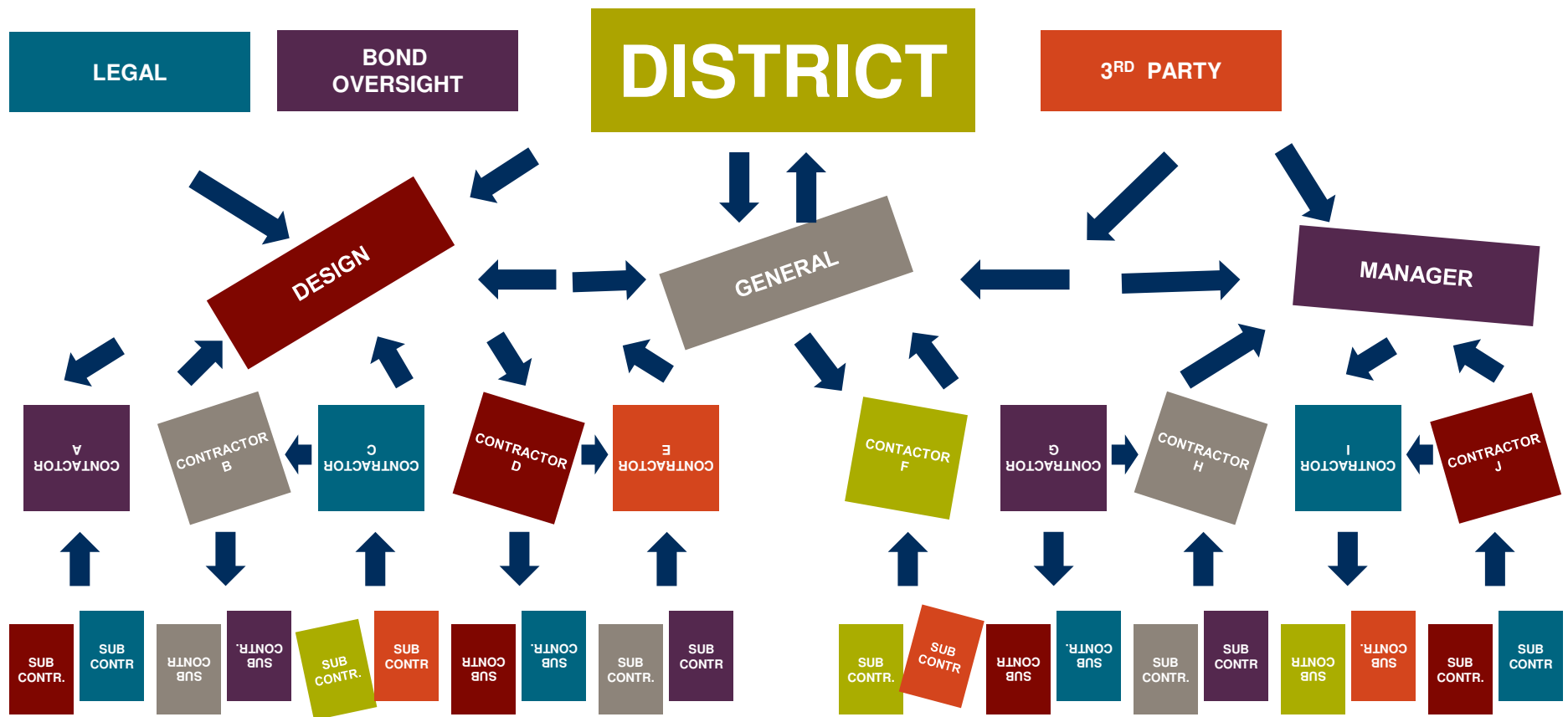


Safety

SEWUP vs. Traditional Insurance Overview

Challenges with Traditional Approach	OICP Advantages to District
<input type="checkbox"/> <u>No</u> Unified Defense Coverage and Limited Completed Operations Coverage	<input checked="" type="checkbox"/> 10 Years Unified Defense and Completed Operations Coverage
<input type="checkbox"/> Contractor Shared and Limited Aggregate Limits	<input checked="" type="checkbox"/> Dedicated and Uniformed Higher Per Project Underlying Limits
<input type="checkbox"/> All Policies are targeted resulting in Finger Pointing and Project Delays	<input checked="" type="checkbox"/> Reduction in Cross Suits and Efficient Claims Mitigation
<input type="checkbox"/> Limits Local Contractor Participation	<input checked="" type="checkbox"/> Affords Localized Contractor Participation
<input type="checkbox"/> Limited Control Over bid Process	<input checked="" type="checkbox"/> More Control in Obtaining Safer Contractors
Unknown Insurance Cost / Dependent on Market Conditions	Predictable & Fixed Cost... with a premium return potential

The Legal Bird's Nest – All Parties Have Their Own Insurance Company and Counsel



What does a construction defect look like?



District who Needed SEWUP

Who:	Scotts Valley Unified School District		
	- Scotts Valley HS, \$40MM Project		
Issues:	Construction Defects Totaling \$30M		
	- Including: Water Damage, Mold, Leaking Ceilings Windows, Structural Defects, System Failures		
Result:	Litigation Lasting 9 Years		
	- Litigation Against General Contractor - Litigation Against 40+ Contractors * Legal Fees of \$5MM Taken From Settlements!		
Total Claim for Repairs			(\$30M)
<u>Net Settlements*</u>		+	<u>\$ 6M</u>
Unfunded Construction Loss		=	(\$24M)

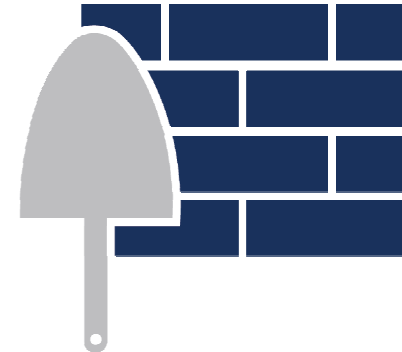
**Not Covered
by SEWUP**



SEWUP Performs in Difficult Situations

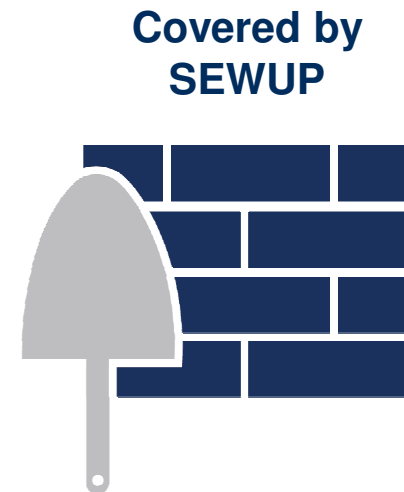
Who:	Long Beach Community College District
	1. Project, \$50M 2. Metropolitan Project Location
Issues:	Traffic Accident, Multiple Water Intrusions
	1. High Speed Accident in Traffic Control Area - 1 Fatality, 1 Severe Injury 2. Water Intrusion at Roof AC Units and Balconies
Result:	SEWUP Paid Litigation, Damages, and Repair Costs
	1. Litigation Against District, General, and Subcontractors by Injured Parties / Families 2. Emergency Response By Keenan, No Litigation Required, Repair Costs Covered, No Project Delays

**Covered by
SEWUP**

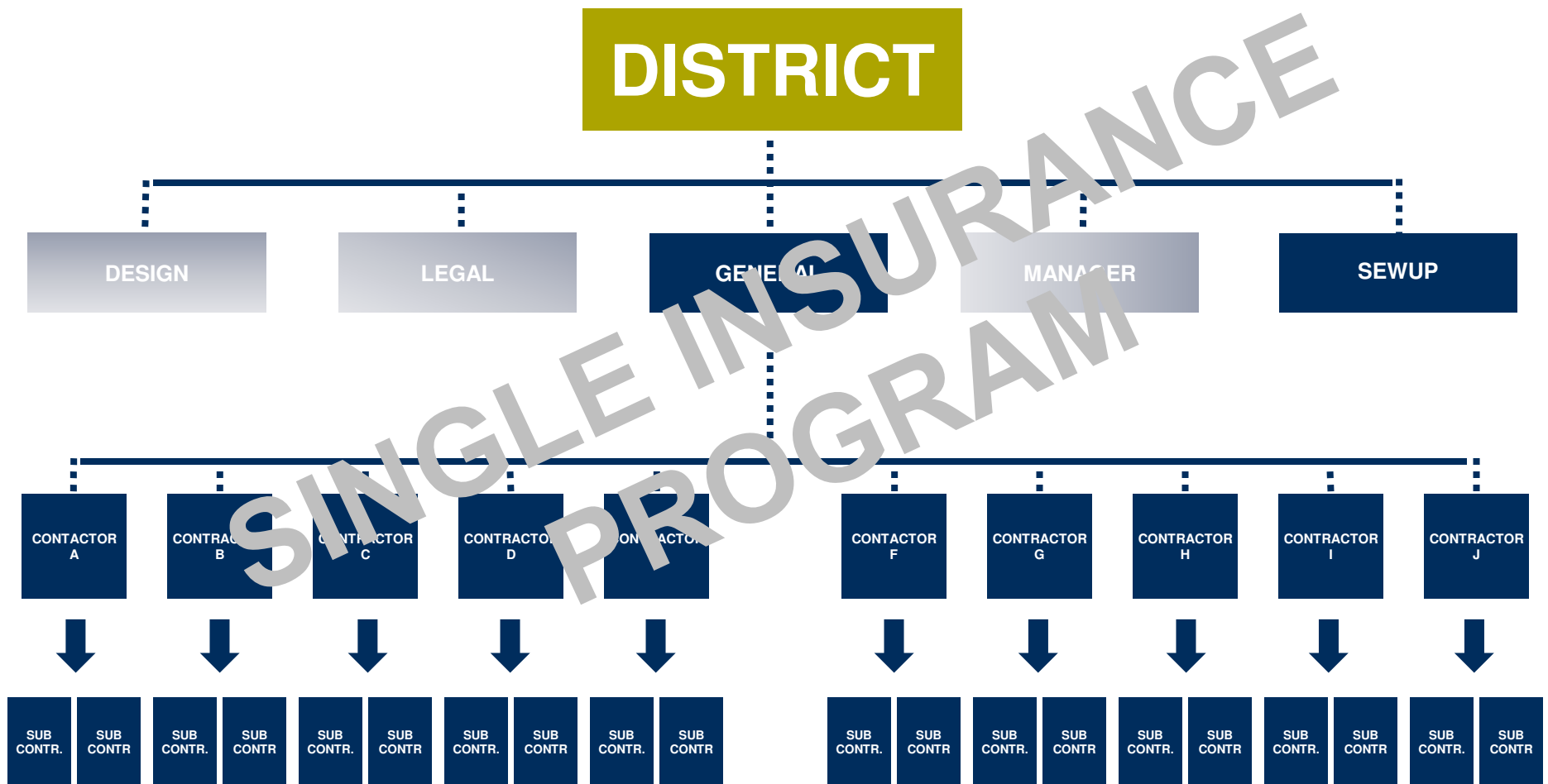


SEWUP Performs in Difficult Situations

Damages to Injured Parties		(\$2.6M)
Defense and Attorney's Fees		(\$ 500k)
Cost of Repairs		(\$ 250k)
<u>SEWUP Coverages Paid</u>	+	<u>\$3.4M</u>
District Expense	=	\$ 0



Unified Defense - Straightening the Legal Bird's Nest



Project Stages and Risk Management Techniques

Design

- ☐ Feasibility Study
- ☐ Design
- ☐ Site Selection
- ☐ Capital Formation/
Funding
- ☐ Cost Overruns
- ☐ Professional Liability
- ☐ Environmental Issues
- ☐ OCIP Programs

Pre-Construction

- ☐ Financing
- ☐ Contract Terms
- ☐ Contractor Selection
- ☐ Bonding
- ☐ Permits
- ☐ Liquidated Damages
- ☐ Indemnification Issues
- ☐ Bonds
- ☐ Loss Control

Construction

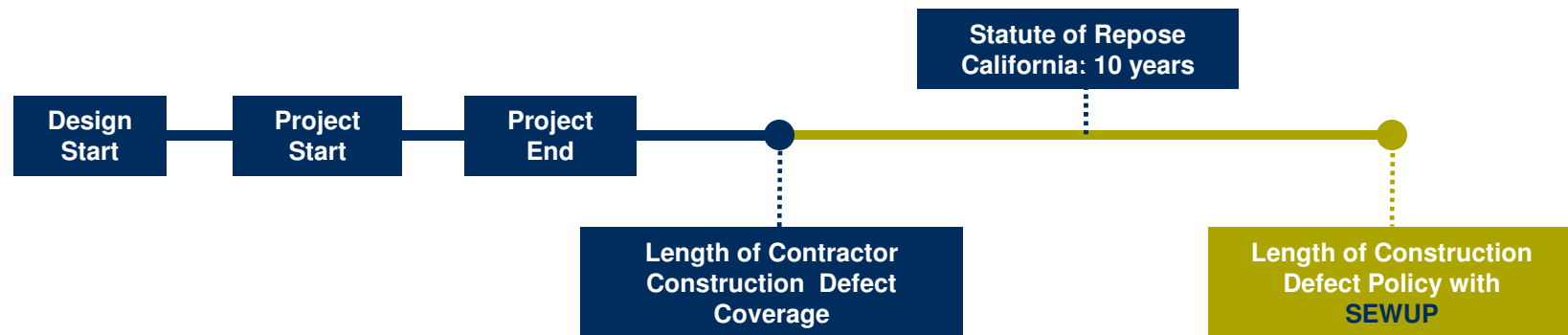
- ☐ Safety/Claims Mgmt.
- ☐ Public Exposures
- ☐ Builder's Risk
- ☐ General Liability
- ☐ Workers' Comp
- ☐ Pollution Liability
- ☐ Excess Professional (OPPI)
- ☐ Safety/Claims Services
- ☐ Excess Liability
- ☐ Auto Liability
- ☐ Surety Bond

Completion

- ☐ Punch Lists
- ☐ Contract Warranty
- ☐ Partial Occupancy
- ☐ Surety Bond
Maintenance Period

Warranty

- ☐ Maintenance
- ☐ Operations
- ☐ Warranty
- ☐ Completed
Operations Liability
- ☐ Discovery Period



SEWUP Program Benefits

Comprehensive Protection & Insurance
Program for all Parties



Dedicated Construction Defect
Claim Analyst & Claims Assistance



Safer
Construction
Site



Broader
Coverage



Economies
of Scale



Attraction of
Local Firms

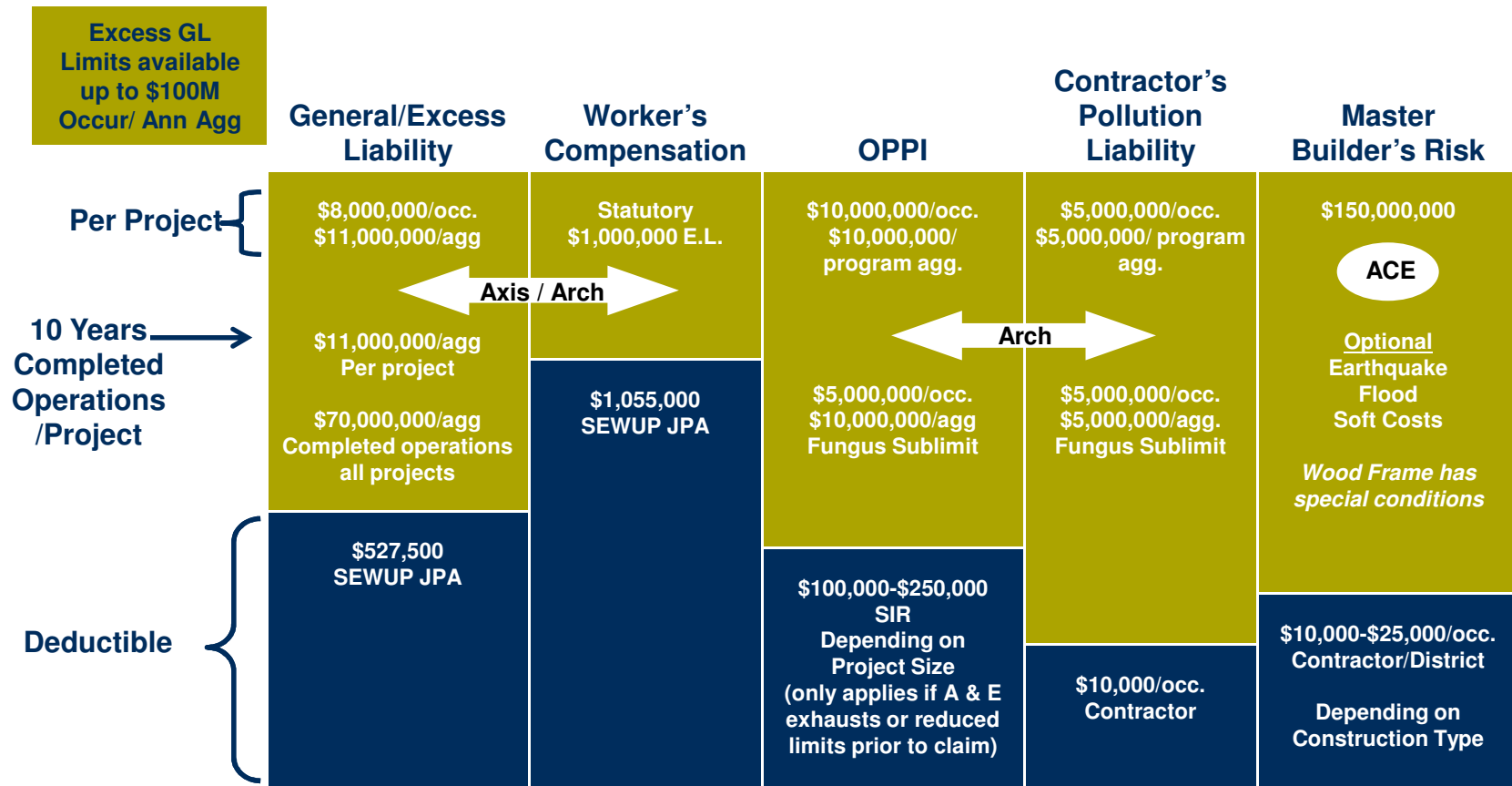


***Special endorsement on Lease-Lease-Back contracts to protect all parties from potential cross-over claims**

SEWUP JPA Program Structure

Phase VI: 10/1/15 - 9/30/17

Each project must be completed in 36 months



Minimum Construction Value Commitment \$540,000,000

This graphic illustration is an oversimplification that is not to scale and should not be used to verify coverage in force.

SEWUP Phase I Equity Return (Detail below)

	Aggregate Deductible Buy Down Declared at the Meeting of:			Total	Pro Rata Share %
	05/14/2010	05/17/2013	06/23/2014		
Community Colleges of San Francisco	\$ 57,432	\$ 5,980	\$ 13,863	\$ 77,275	1.12 %
Coachella Valley USD	523,039	54,458	126,254	703,751	10.20
Coast CCD	63,585	6,620	15,349	85,554	1.24
El Camino CCD	15,896	1,655	3,961	21,512	0.31
Long Beach CCD	324,079	33,743	78,228	436,050	6.32
Menifee Union HSD	135,887	14,148	32,801	182,836	2.65
Ohlone CCD	890,191	92,686	214,879	1,197,756	17.36
Pajaro Valley USD	35,895	3,737	8,664	48,296	0.70
Palomar CCD	386,638	40,256	93,329	520,223	7.54
Perris Union HSD	926,599	96,476	223,668	1,246,743	18.07
Pleasanton USD	45,125	4,698	10,892	60,715	0.88
Poway USD	1,035,309	107,795	249,909	1,393,013	20.19
San Joaquin COE	28,203	2,936	6,808	37,947	0.55
San Mateo CCD	398,432	41,484	96,176	536,092	7.77
Sierra Joint CCD	213,831	22,264	51,616	287,711	4.17
Ventura CCD	3,077	320	743	4,140	0.06
West Valley Mission CCD	44,612	4,648	10,644	59,904	0.87
Totals	\$ 5,127,830	\$ 533,904	\$ 1,237,784	\$ 6,899,518	100.00 %

Phase I Projects were under construction between 2004-2009

SEWUP Phase II Equity Return

(Aggregate Deductible Buy Down declared 06/30/2014)

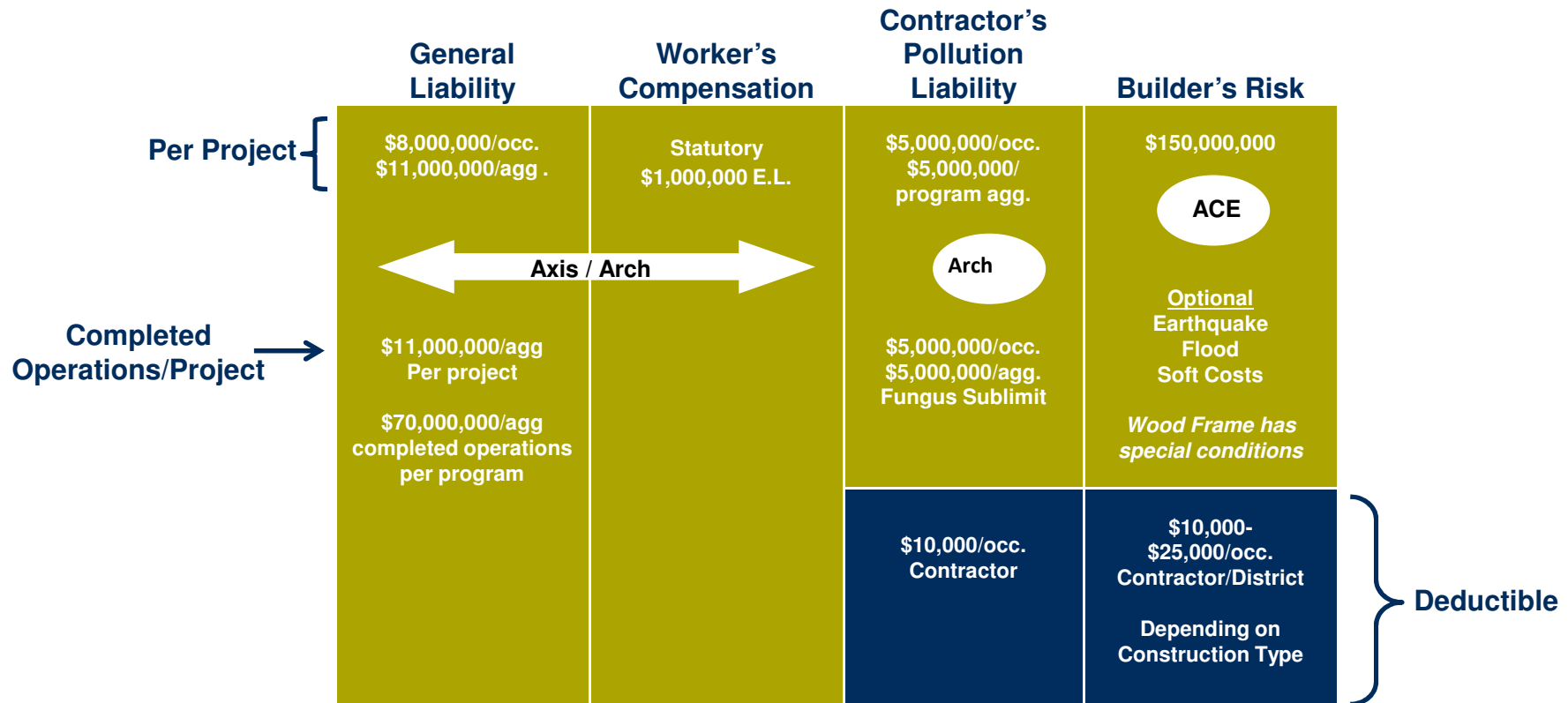
	<u>Total Return</u>	<u>Pro Rate Share%</u>
Bellflower USD	\$ 10,820	0.93 %
Coachella Valley USD	130,774	11.21
Coast CCD	164,062	14.06
Eastside UHSD	9,531	0.82
El Camino CCD	118,107	10.12
Fontana USD	76,986	6.60
Long Beach CCD	227,909	19.53
Menifee Union School District	97,212	8.33
Pajaro Valley USD	63,513	5.44
Perris Union HSD	15,473	1.33
Ripon USD	8,876	0.76
San Mateo CCD	73,588	6.31
Saugus Union SD	94,317	8.08
Yuba City USD	75,669	6.48
Totals	<u>\$ 1,166,837</u>	<u>00.00 %</u>

Phase II Projects were under construction between 2006-2011

Contractor Coverage Provided by OCIP

Projects starting between 10/1/15 - 9/30/17

Each project must be completed in 36 months

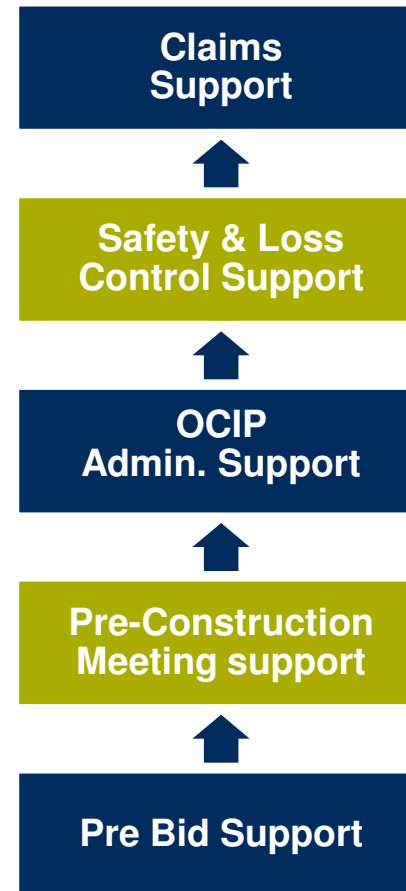


This graphic illustration is an oversimplification that is not to scale and should not be used to verify coverage in force.

What is included in SEWUP

“A comprehensive insurance risk program that takes you from design to completion and beyond.”

Margie Padron, Director, Business Support Services
Long Beach CCD



SEWUP Qualification/Bidding Requirements

- Contractors are required to remove their insurance cost from their bid; may not be the lowest responsible bidder.
- All bidding contractors must meet these requirements (per G.C. 4420.5).
 - EMR (experience modification rating) of 1.25 current year or 1.25 or less over a 5 year average
 - No Serious & Willful Violations
 - Injury and Illness Prevention Program (IIPP)
- SEWUP can assist in adding language to bid documents.
 - District's attorney to review

Who is Insured by SEWUP

- District (Owner)
- General Contractor
- Contractors
- Subcontractors of all tiers
 - Conditions
 - Work within the Project site
 - Anyone who is Enrolled



Who/What Is Excluded From SEWUP*

- EIFS (exterior insulation finishing systems)**
- Hazmat & abatement contractors
- Suppliers not installing
- Deliveries to/from the project site
- Activities away from project site

* Contractors performing these services will provide their own insurance.

** EFIS may be added back with pre-approval from underwriter with all inspection conditions met.



What is not included in SEWUP

- Contractor Payment & Performance Bonding (Surety)
- Contractor Automobile Liability
- Contractor Professional Liability
- Contractor Personal Property



SEWUP's Proven Track Record



\$5 Billion

in construction projects
insured under SEWUP

Over **10,000** Contractors
insured under SEWUP
in California



Over **\$61 Million**
in claims **paid** on SEWUP
members projects

SEWUP's Proven Track Record

Over **\$8 Million** in equity
returned to participating
SEWUP members





What makes a great OCIP?

A highly experienced customer service team
dedicated to your District's needs...

Take Control of Your District's Construction Risk Management Program

Protect Public Tax Dollars

- 10 Years Completed Operations
 - Significantly Reduces Your Risk
 - How Many Contractors Failed During This Period?
- Owners' Professional Protective Indemnity
 - Provides Coverage Above Architect/Engineer

- Higher Limits and Purchasing Power – Reduces Costs
 - Limits are \$8M/\$11M for SEWUP vs. \$1M/\$2M Traditional

What Is The Price of Public Opinion?

“The Best Alternative to the Traditional Model for Managing Campus Construction” Terry McHenry,
Pajaro Valley Unified School District

Mike Collins, (former) Director of Risk Management Long Beach CCD

“The true value of SEWUP is seen when a project goes wrong. We have had one significant claim against our coverage that had the potential to be a multi-million dollar claim with attorneys from the General and their subs all pointing the finger and posturing. SEWUP’s team handled the claim from start to finish and allowed our district staff to step away and concentrate on running a large community college district.”

Industry References

Peter Hempel/Construction Manager

San Mateo County CCD

Swinerton Management Inc.

“The relationship between the District, SEWUP, Swinerton, and the General Contractor was a positive, proactive and cooperative effort that made the project a safety success and a significant achievement overall.”



Photo: Peter Hempel, Swinerton Management Consulting; Rick McHale, Keenan & Associates

Construction Industry Reference



April 24, 2009

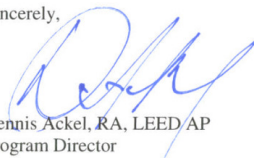
John Rodriguez
Keenan Associates
2355 Crenshaw Blvd., Suite 200
Torrance CA 90501

Re: GWC LRC SEWUP PROGRAM

Dear John:

I would like to express my appreciation for the benefits of utilizing a SEWUP Program for the Golden West College Learning Resource Center Project and the professionalism Keenan Associates has demonstrated in the execution of the program. I have utilized an OCIP programs on all the projects that I have been involved with URS Corp. in the past seven years and have found them very beneficial to the owners, as well have enjoyed the benefits of their site safety reviews and inspections. The claim process has been simple and effortless which has allowed our construction management teams to focus on the construction and not on processing claims. I would recommend a SEWUP Program and Keenan Associates without hesitation.

Sincerely,



Dennis Ackel, RA, LEED AP
Program Director

“I would like to express my appreciation for the benefits of utilizing a SEWUP Program... and the professionalism Keenan Associates has demonstrated...”

“I would recommend a SEWUP Program and Keenan Associates without hesitation.”

Dennis Ackel, RA, LEED, AP
Program Director, URS

Questions?