

## Exhibit “007200-1”

## Owner Controlled Insurance Program

## Insurance Requirements

**Note:** This Exhibit applies *only* if Owner elects to provide OCIP Insurance as provided in Contract Documents.

1. Owner Controlled Insurance Program. OWNER may implement an Owner Controlled Insurance Program (“OCIP”) for the Project. The OCIP is more fully described in the insurance manual (the “OCIP Insurance Manual” or “Insurance Manual”) for the Project (Division 007201), which is incorporated herein by this reference as a Contract Document. OWNER has designated Alliant Insurance Services, Inc. as the OCIP Administrator (“OCIP Administrator”) for the Project. The OCIP will include Workers’ Compensation and Employer’s Liability insurance, Commercial General Liability insurance, and Excess Liability insurance, as summarily described below, in connection with the Project. The insurance provided under the OCIP shall be referred to herein as “OCIP Coverages.” Certain other obligations are set forth in the Owner Controlled Insurance Program Safety Standards Manual (“OCIP Safety Manual”) for the Project (Division 007202).

2. Eligible and Enrolled Parties. Parties eligible to enroll in the OCIP are the Contractor, and Subcontractors performing a portion of the Work on the Project site (“Eligible Parties”). Upon enrollment, an Eligible Party shall become an “Enrolled Party.”

3. Excluded Parties. Parties that are not eligible to enroll in the OCIP, and who are excluded from the OCIP, are:

- (a) Hazardous materials remediation, removal and/or transport companies and their consultants;
- (b) Architects, surveyors, engineers, and soil testing engineers, and their consultants;
- (c) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site;
- (d) Any Subcontractor of any tier that does not perform any actual labor on the Project site; and
- (e) Any other party or entity not specifically identified herein, that is excluded by OWNER in its sole discretion, even if such party or entity is otherwise eligible.

4. Summary of OCIP Coverages. The OCIP Coverages shall apply only to those operations of each Enrolled Party performed at the Project site in connection with the Work, and only to Enrolled Parties that are eligible for the OCIP. OCIP Coverages shall not apply to ineligible parties, even if they are erroneously enrolled in the OCIP. An Enrolled Party’s operations away from the Project site, including product manufacturing, assembling, or otherwise, shall only be covered if such off-site operations are identified and are dedicated solely

to the Project. OCIP Coverages shall not cover off-site operations until the Enrolled Party requesting off-site coverage receives written acknowledgment of such coverage from the OCIP Administrator. A summary of the coverages provided under the OCIP is set out below.

**SUMMARY OF OCIP COVERAGES**

**A. Workers’ Compensation/Employer’s Liability Insurance**

Worker’s Compensation	Statutory Limit
Employer’s Liability	
Bodily Injury By Accident, each accident	\$1,000,000
Bodily Injury By Disease, each employee	\$1,000,000
Bodily Injury By Disease, policy limit	\$1,000,000

**B. Commercial General Liability Insurance  
Form Equivalent to Most Current ISO Occurrence Form**

Each Occurrence Limit	\$2,000,000
Personal/Advertising Injury Limit (Each Occurrence)	\$2,000,000
General Aggregate Limit for all Enrolled Parties (Other Than Products/Completed Operations)	\$4,000,000
Products and Completed Operations Aggregate (for all Enrolled Parties)	\$4,000,000
Ten (10) Years Products & Completed Operations Extension	

**C. Excess Liability Insurance (over Commercial General Liability)**

Combined Single Limit	\$100,000,000
General Annual Aggregate for all Enrolled Parties	\$100,000,000
Products & Completed Operations Aggregate ( for all Enrolled Parties)	\$100,000,000
Ten (10) Years Products & Completed Operations Extension	

5. **OWNER’S OCIP Obligations.** CONTRACTOR shall pay the costs of premiums for the OCIP Coverages from funds provided by OWNER, without markup, as an Owner’s Allowance within Contract Sum, in an amount not to exceed the Owner’s OCIP Insurance Allowance specified in Division 003000 Bid Form. Subject to the following sentence, CONTRACTOR will receive or (subject to the foregoing) pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. CONTRACTOR hereby assigns to OWNER the right to receive all such adjustments and other amounts. All Subcontractors shall be required, by written contract to assign to OWNER the right to receive all such adjustments and other amounts. OWNER assumes no obligation to provide insurance other than that specified in this Exhibit “007200-1” and in the OCIP insurance policies. OWNER’S furnishing of OCIP Coverages shall in no way relieve or limit, or be construed to relieve or limit, any responsibility, liability, or obligation imposed up CONTRACTOR, or any Subcontractor, under the Contract

Documents, the OCIP insurance policies, or by law, including, without limitation, any indemnification obligations which such parties have agreed. OWNER reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in this Exhibit "007200-1".

6. CONTRACTOR'S OCIP OBLIGATIONS.

6(a). CONTRACTOR shall incorporate by reference the insurance requirements set out in this Exhibit "007200-1", into all Subcontractor agreements.

6(b). CONTRACTOR shall enroll in the OCIP prior to the commencement of construction activities at the Project. CONTRACTOR shall ensure that all Subcontractors who are Eligible Parties enroll in the OCIP prior to their commencement of construction activities at the Project, and maintain enrollment during the course of the Project.

6(c). CONTRACTOR shall comply with all of the requirements of the OCIP insurance policies, and the OCIP Insurance Manual. CONTRACTOR shall provide to each of its Subcontractors of every tier a copy of the Insurance Manual, and ensure Subcontractor compliance with all provisions of the OCIP insurance policies, and the OCIP Insurance Manual.

6(d). CONTRACTOR shall acknowledge, and require all of its Subcontractors of every tier to acknowledge, in writing, that OWNER and the OCIP Administrator are not agents, partners or guarantors of any OCIP insurer, that neither OWNER nor the OCIP Administrator are responsible for any claims or disputes between or among CONTRACTOR, its Subcontractors of any tier, and any OCIP Insurer(s), and that neither OWNER nor OCIP Administrator guarantees the solvency or the availability of limits of any OCIP Insurer(s).

6(e). CONTRACTOR shall provide, within five (5) days of OWNERS request, any information related to CONTRACTOR's insurance costs, including but not limited to payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, construction cost estimates for this Project, or such other data or information as OWNER, the OCIP Administrator, or OCIP Insurers may request in the administration of the OCIP. CONTRACTOR shall require its Subcontractors to provide the same information, upon request.

6(f). CONTRACTOR shall comply, and require all of its Subcontractors to comply with OCIP Administrator's instructions for electronically enrolling in the OCIP.

6(g). Change Order Pricing. CONTRACTOR pricing for all Change Orders and other contract modifications shall be 'net' of its insurance costs for coverages provided under the OCIP (provided that OWNER may, in its sole discretion, include any additional OCIP costs in the Change Order amount, for CONTRACTOR to pay to the applicable OCIP insurer(s) in the same manner as any other OCIP Insurance payment). CONTRACTOR shall exclude from its Change Order Proposals and the like its "Costs of OCIP Coverages", which is defined as the amount of its and its Subcontractors' (other than any Excluded Parties) reduction in insurance costs due to eligibility for OCIP Coverages, as determined by using the insurance cost summary forms provided in the Insurance Manual. The Costs of OCIP Coverages includes reduction in insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of the self-funded program, self-insured retention, or deductible program. The Cost of OCIP Coverages must include expected losses within any retained risk.

CONTRACTOR must exclude from its Change Order Proposals and the like the Cost of OCIP Coverages for all its subcontractors in addition to their own Cost of OCIP Coverages.

7. ADDITIONAL INSURANCE REQUIRED FROM ENROLLED PARTIES AND EXCLUDED PARTIES. CONTRACTOR shall obtain and maintain, and shall require each of its Subcontractors of all tiers to obtain and maintain, the insurance coverage specified herein in a form and from insurance companies reasonably acceptable to OWNER. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. Each policy required herein, except the Workers' Compensation policy, shall name OWNER, the OCIP Administrator, their respective officers, agents and employees, and any additional entities as OWNER may request as additional insureds. The additional insured endorsement shall state that the coverage provided to the additional insureds is primary and non-contributory with respect to any other insurance available to the additional insureds. CONTRACTOR shall provide certificates of insurance evidencing all required coverage prior to commencement of Work. The additional insured endorsement to the general liability policy shall be provided by issuance of both ISO Form CG 2010 1001 and ISO Form CG 2037 1001 additional insured endorsements, or such other endorsement as acceptable to OWNER.

**Enrolled Parties** shall provide Worker's Compensation, Employer's Liability, and General Liability insurance, as set out below, for off-site activities, and Automobile Liability insurance for all activities, both on-site and off-site.

**Excluded Parties** must provide all insurance set out below for both on-site and off-site activities.

7(a). Standard Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers with a combined single limit of not less than \$1,000,000 for bodily injury, \$1,000,000 for property damage, and with a \$1,000,000 policy limit.

7(b). Statutory Workers' Compensation Insurance and Employer's Liability insurance with statutory limits as required by law, including Maritime coverage, if appropriate, and Employer's Liability limits of not less than \$1,000,000 each accident, \$1,000,000 each employee, and with a \$1,000,000 policy limit.

7(c). Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form"), with limits no less than:

	<u>Enrolled Parties/Excluded Parties</u>
Each Occurrence	\$1,000,000/\$2,000,000
General Aggregate	\$2,000,000/\$4,000,000
Products/Completed Operations Aggregate	\$2,000,000/\$4,000,000
Personal/Advertising Injury Aggregate	\$1,000,000/\$2,000,000

7(d). If required by OWNER, Aviation and/or Watercraft Liability Insurance or other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the OWNER.

7(e). For any Excluded Party that is an architect, surveyor, engineer, soil testing engineer, or their consultants (“Designers”), professional liability insurance, in form and substance complying with Division 007200 Article 29.

7(f). All insurance referred to herein to be carried by CONTRACTOR or any Subcontractor shall be maintained by such parties at their sole expense, with insurance carriers qualified to do business in California and (other than workers compensation) having a rating of not less than A:VII from A.M. Best & Co., unless OWNER, in writing, in its sole discretion, accepts a lower Best’s rating.

7(g). OWNER reserves the right to require (1) higher limits and (2) additional insurance coverages if OWNER determines in its sole discretion that such higher limits and/or additional coverages are reasonably necessary for the protection of OWNER. Such additional coverages shall be in a form and with limits of liability, additional insured endorsements, and deductibles or self-insured retentions acceptable to OWNER.

7(h). Prior to commencing work at the project, CONTRACTOR shall deliver to OWNER the endorsements and waivers of subrogation referred to herein, as well as certificates of insurance evidencing the coverages required herein. Promptly upon OWNER’s request, CONTRACTOR shall deliver to OWNER a copy of any and all of the insurance policies and other insurance documents required hereunder. In the case of policies expiring while work is in progress, a renewal certificate with all applicable endorsements must be delivered to OWNER prior to the expiration of the existing policy or policies. Permitting CONTRACTOR or any Subcontractor to start work, or continue work, prior to compliance with these requirements shall not constitute a waiver of any of the requirements set forth herein. All certificates of insurance must provide OWNER with thirty (30) days advance written notice of cancellation, intent to non-renew, or adverse material change in or reduction of coverage.

8. Representations and Warranties. CONTRACTOR represents and warrants to OWNER, and shall use its best efforts to ensure that each of its Subcontractors of every tier represent and warrant to OWNER that:

8(a). All information they submit to OWNER, or to the OCIP Administrator, shall be accurate and complete.

8(b). They have had the opportunity to read and analyze copies of the OCIP insurance policies that are available on request, and that they understand the OCIP Coverages. Any reference or summary in this Agreement, to the amount, nature, type or extent of OCIP Coverages and/or potential applicability to any potential claim or loss is for reference only. CONTRACTOR and its Subcontractors of all tiers have not relied upon said reference, but solely upon their own independent review and analysis of the OCIP Coverages in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP Coverages and/or its potential applicability to any potential claim or loss.

8(c). Except to the extent Owner directs Contractor to make payments to CCIP Insurers under Contract Documents, CONTRACTOR shall not include in any request for payment any sums to provide or obtain insurance that is being maintained under the OCIP.

9. Audits. CONTRACTOR and all Subcontractors agree that OWNER, the OCIP Administrator, and/or any OCIP insurer may audit their payroll records, books and records, insurance coverages, insurance cost information, and project cost records to confirm their accuracy, and to ensure that (except to the extent properly paid from Owner's OCIP Insurance Allowance) the OWNER has not been billed for any cost of insurance that is being provided under the OCIP. In the event any audit reveals that OWNER has been improperly billed by CONTRACTOR or any of its Subcontractors for any cost of insurance that is being provided by OWNER under the OCIP, OWNER shall have the right to deduct from any amounts payable to CONTRACTOR or any Subcontractor such cost, including all expenses and fees of audit.

10. Modification or Discontinuance of the OCIP. OWNER may, for any reason, modify the OCIP Coverages, discontinue the OCIP, or request that CONTRACTOR or any of its Subcontractors of any tier withdraw from the OCIP upon thirty (30) days written notice. Upon such notice CONTRACTOR and/or one or more of its Subcontractors, as specified by OWNER in such notice, shall obtain and thereafter maintain during the performance of the Work, such insurance as specified by OWNER. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to OWNER's approval. The cost of the replacement coverage shall be at OWNER's expense, but only to the extent of the Cost of OCIP Coverages.

11. Waiver of Subrogation. Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OWNER, the OCIP Administrator, its or their officers, agents, or employees, and any other Subcontractor performing Work or rendering services on behalf of OWNER in connection with the planning, development and construction of the Project. CONTRACTOR also agrees that all additional insurance maintained by CONTRACTOR or any Subcontractor or Designer under this Exhibit "\_007200-1" (other than professional liability insurance) shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OWNER, CONTRACTOR, or any Subcontractor. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

12. Conflicts. In the event of a conflict between the provisions of this Exhibit "007200-1", the Insurance Manual, the provisions of the OCIP insurance policies and any other provision of Contract Documents, the terms of the OCIP Insurance Policies shall govern, then the provisions of this Exhibit "007200-1", then the other provision of Contract Documents, and then the provisions of the Insurance Manual.

13. Safety. CONTRACTOR is solely responsible for all construction means, methods, safety, techniques, sequences, and procedures. Each subcontractor, of any tier, is responsible for all safety precautions and programs in connection with work under CONTRACTOR's agreement.

The requirements of Cal/OSHA, state, county and city laws, statutes, regulations, codes, ordinances, and orders of those governing bodies having jurisdiction over the work, including the OCIP Safety Manual, establish the guidelines for this project that safety and loss prevention programs must meet or exceed.

In the event of a conflict or inconsistency, the most stringent standard will govern.

13(a). Project Safety Team Monthly meetings. The Project Safety Team is a safety committee for the project. Each project shall have a committee comprised of CONTRACTOR, Subcontractor, Project Manager and/or OCIP Safety Representative. On a monthly basis the group shall meet to discuss the projects safety program. These meetings may be incorporated into project coordination meetings.

13(b). Drug Free Work Environment. This project prohibits the use, possession, distribution or sale on its premises or workplace the following substances: alcoholic beverages, intoxicants, drugs and related drug paraphernalia. Employees must not report to work while under the influence of any drug or alcoholic beverage. Any substance, including prescription drugs, that impairs mental or motor function must not be used while working at or on this project.(Because marijuana remains illegal under Federal Law, medical marijuana cards or prescriptions permitting their use will not be allowed by

The cost of enforcing this policy shall be the responsibility of each employer of the effected employee.

13(c). Safety Representative. Each Contractor/Subcontractor shall have a designated Safety Representative available at the site assigned the responsibilities of managing all aspects of safety related to employees under their direct control.

These duties may be performed by a Field Superintendent or Foreman having the required training, experience and qualifications listed below. These employees may have duties other than safety provided appropriate adherence to State, Local Laws, Ordinances, Codes, Regulations and these Safety Specifications are followed by personal under their direct control.

CONTRACTOR/Sub-Contractor Safety Representative must have the following minimum qualifications:

The CSR/SSR shall have a minimum of 3 -5 years of qualified project safety experience on similar type construction projects.

Evidence of completing the OSHA 10 or 30 Hour Construction Outreach Training or

equivalent with the past 3 yrs.

Current First Aid/CPR certification provided by The American National Red Cross or equivalent training.

Ability to stop work in the event of a workplace hazard, until corrective action has been implemented.

Understanding of Federal and/or State Safety and OCIP Safety Regulations

Ability to conduct appropriate incident investigations.

Ability to communicate with field personal and project staff on relevant Health and Safety items.

13(d). Orientation. One of the requirements of all contractors/subcontractors and their safety representative or designees is to ensure that a complete basic safety orientation is conducted for all their employees new to the site. A Project Orientation by CONTRACTOR is required before an employee can receive a project ID and enter the field. At a minimum, the orientation shall include:

Employee safety requirements and policies.

Site Specific Safety and Health rules.

Permitting procedures, including work permits, excavation, confined space entry, lock-out, etc.

Hazard communication.

Emergency alarms and evacuation procedures.

All employees will complete and sign a Safety Orientation form supplied by CONTRACTOR. Upon successful the employee will receive a hard hat sticker with an identification number to be worn on the employees hard hat at all times while on the project.

13(e). Fall Protection. 100% Fall Protection shall be implemented by all trades for all fall exposures of six (6) feet or more. (Exception: Work from ladders and work around excavations, within Cal/OSHA specifications)

13(f). Excavation. Trenching or excavating activities must be under the supervision of a competent person at all times.

13(g). PPE



Employees must at all times wear an ANSI Z89.1 approved hard hat on the jobsite.

Employers must supply all personal protective equipment.

Safety glasses with permanently affixed side shields are required at all times. All safety glasses, goggles, and face shields must have the ANSI-Z87 approval.

Sturdy work boots are required at all times on the jobsite. Employees on the jobsite shall not wear tennis shoes, running shoes, casual street shoes, sandals or shoes made of other thin material.

At minimum a Class II High Visibility reflective vest or equivalent shall be worn at all times while on-site.

13(h). Hazard Communication. CONTRACTOR shall maintain a copy of all Material Safety Data Sheets, *and* a chemical inventory list, for all hazardous substances used at the jobsite by their firm, as well as for all hazardous substances used at the jobsite by all Subcontractors regardless of tier.

13(i). Return to Work Program. Each Employer should have a written Early Return to Work Program that should be implemented on this project.

## Exhibit “7200-2”

## Contractor Controlled Insurance Program

## Minimum Insurance Requirements

**Note:** This Exhibit applies *only* if Owner elects to require Contractor to provide CCIP Insurance as provided in Contract Documents.

1. Contractor Controlled Insurance Program. OWNER may require Contractor to implement a Contractor Controlled Insurance Program (“CCIP”) for the Project. The CCIP is more fully described in the insurance manual (the “CCIP Insurance Manual” or “Insurance Manual”) for the Project, which is incorporated herein by this reference as a Contract Document. *[if applicable, include]* CONTRACTOR has designated *[Contractor to identify]* as the CCIP Administrator (“CCIP Administrator”) for the Project. *[In all cases continue]* The CCIP will include Workers’ Compensation and Employer’s Liability insurance, Commercial General Liability insurance, and Excess Liability insurance, as summarily described below, in connection with the Project. The insurance provided under the CCIP shall be referred to herein as “CCIP Coverages.” All CCIP insurance shall be maintained by CONTRACTOR at its sole expense, with insurance carriers qualified to do business in California and (other than workers compensation) having a rating of not less than A-:VII from A.M. Best & Co., unless OWNER, in writing, in its sole discretion, accepts a lower Best’s rating. Certain other obligations are set forth in the Contractor Controlled Insurance Program Safety Standards Manual (“CCIP Safety Manual”) for the Project (Division 007252)

2. Eligible and Enrolled Parties. Parties eligible to enroll in the CCIP are the Contractor, and Subcontractors performing a portion of the Work on the Project site (“Eligible Parties”). Upon enrollment, an Eligible Party shall become an “Enrolled Party.”

3. Excluded Parties. Parties that are not eligible to enroll in the CCIP, and who are excluded from the CCIP, are:

- (a) Hazardous materials remediation, removal and/or transport companies and their consultants;
- (b) Architects, surveyors, engineers, and soil testing engineers, and their consultants;
- (c) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site;
- (d) Any Subcontractor of any tier that does not perform any actual labor on the Project site; and
- (e) Any other party or entity not specifically identified herein, that is excluded by CONTRACTOR in its sole discretion, even if such party or entity is otherwise eligible.

4. Summary of CCIP Coverages. The CCIP Coverages shall apply only to those operations of each Enrolled Party performed at the Project site in connection with the Work, and only to Enrolled Parties that are eligible for the CCIP. CCIP Coverages shall not apply to ineligible parties, even if they are erroneously enrolled in the CCIP. An Enrolled Party's operations away from the Project site, including product manufacturing, assembling, or otherwise, shall only be covered if such off-site operations are identified and are dedicated solely to the Project. CCIP Coverages shall not cover off-site operations until the Enrolled Party requesting off-site coverage receives written acknowledgment of such coverage from the CCIP Administrator or other party selected by CONTRACTOR and identified in writing to OWNER. A summary of the minimum coverages to be provided under the CCIP is set out below.

**SUMMARY OF MINIMUM CCIP COVERAGES**

**A. Workers' Compensation/Employer's Liability Insurance**

Worker's Compensation	Statutory Limit
Employer's Liability	
Bodily Injury By Accident, each accident	\$1,000,000
Bodily Injury By Disease, each employee	\$1,000,000
Bodily Injury By Disease, policy limit	\$1,000,000

**B. Commercial General Liability Insurance  
Form Equivalent to Most Current ISO Occurrence Form**

Each Occurrence Limit	\$2,000,000
Personal/Advertising Injury Limit (Each Occurrence)	\$2,000,000
General Aggregate Limit for all Enrolled Parties (Other Than Products/Completed Operations)	\$4,000,000
Products and Completed Operations Aggregate (for all Enrolled Parties)	\$4,000,000
Ten (10) Years Products & Completed Operations Extension	

**C. Excess Liability Insurance (over Commercial General Liability)**

Combined Single Limit	\$100,000,000
General Annual Aggregate for all Enrolled Parties	\$100,000,000
Products & Completed Operations Aggregate ( for all Enrolled Parties)	\$100,000,000
Ten (10) Years Products & Completed Operations Extension	

5. CONTRACTOR'S CCIP Obligations. CONTRACTOR shall pay the costs of premiums for the CCIP Coverages. CONTRACTOR will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. CONTRACTOR'S furnishing of CCIP Coverages shall in no way relieve or limit, or be construed to relieve or limit, any responsibility, liability, or obligation imposed up CONTRACTOR, or any Subcontractor, under the Contract

Documents, the CCIP insurance policies, or by law, including, without limitation, any indemnification obligations which such parties have agreed.

6. CONTRACTOR'S ADDITIONAL CCIP OBLIGATIONS.

6(a). CONTRACTOR shall incorporate by reference the insurance requirements set out in this Exhibit "7200-2", into all Subcontractor agreements.

6(b). CONTRACTOR shall enroll in the CCIP prior to the commencement of construction activities at the Project. CONTRACTOR shall ensure that all Subcontractors who are Eligible Parties enroll in the CCIP prior to their commencement of construction activities at the Project, and maintain enrollment during the course of the Project.

6(c). CONTRACTOR shall comply with all of the requirements of the CCIP insurance policies, and the CCIP Insurance Manual. CONTRACTOR shall provide to each of its Subcontractors of every tier a copy of the Insurance Manual, and ensure Subcontractor compliance with all provisions of the CCIP insurance policies, and the CCIP Insurance Manual.

6(d). CONTRACTOR shall acknowledge, and require all of its Subcontractors of every tier to acknowledge, in writing, that OWNER and the CCIP Administrator are not agents, partners or guarantors of any CCIP insurer, that neither OWNER nor the CCIP Administrator are responsible for any claims or disputes between or among CONTRACTOR, its Subcontractors of any tier, and any CCIP Insurer(s), and that neither OWNER nor CCIP Administrator guarantees the solvency or the availability of limits of any CCIP Insurer(s).

6(e). CONTRACTOR shall Provide, within five (5) days of OWNERS request, any information related to CONTRACTOR's insurance costs, including but not limited to payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, construction cost estimates for this Project, or such other data or information as OWNER, the CCIP Administrator, or CCIP Insurers may request in the administration of the CCIP. CONTRACTOR shall require its Subcontractors to provide the same information, upon request.

6(f). CONTRACTOR shall comply, and require all of its Subcontractors to comply with any CCIP Administrator instructions for electronically enrolling in the CCIP.

6(g). [omitted]

7. ADDITIONAL INSURANCE REQUIRED FROM ENROLLED PARTIES AND EXCLUDED PARTIES. CONTRACTOR shall obtain and maintain, and shall require each of its Subcontractors of all tiers to obtain and maintain, the insurance coverage specified herein in a form and from insurance companies reasonably acceptable to OWNER. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. Each policy required herein, except the Workers' Compensation policy, shall name OWNER, the CCIP Administrator, their respective officers, agents and employees, and any additional entities as OWNER may request as additional insureds. The additional insured endorsement shall state that the coverage provided to the additional insureds is primary and non-contributory with respect to any other insurance available to the additional insureds. CONTRACTOR shall provide certificates of insurance evidencing all required coverage prior to

commencement of Work. The additional insured endorsement to the general liability policy shall be provided by issuance of both ISO Form CG 2010 1001 and ISO Form CG 2037 1001 additional insured endorsements, or such other endorsement as acceptable to OWNER.

**Enrolled Parties** shall provide Worker’s Compensation, Employer’s Liability, and General Liability insurance, as set out below, for off-site activities, and Automobile Liability insurance for all activities, both on-site and off-site.

**Excluded Parties** must provide all insurance set out below for both on-site and off-site activities.

7(a). Standard Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers with a combined single limit of not less than \$1,000,000 for bodily injury, \$1,000,000 for property damage, and with a \$1,000,000 policy limit.

7(b). Statutory Workers’ Compensation Insurance and Employer’s Liability insurance with statutory limits as required by law, including Maritime coverage, if appropriate, and Employer’s Liability limits of not less than \$1,000,000 each accident, \$1,000,000 each employee, and with a \$1,000,000 policy limit.

7(c). Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy (“Occurrence Form”), with limits no less than:

	<u>Enrolled Parties/Excluded Parties</u>
Each Occurrence	\$1,000,000/\$2,000,000
General Aggregate	\$2,000,000/\$4,000,000
Products/Completed Operations Aggregate	\$2,000,000/\$4,000,000
Personal/Advertising Injury Aggregate	\$1,000,000/\$2,000,000

7(d). If required by OWNER, Aviation and/or Watercraft Liability Insurance or other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the OWNER.

7(e). For any Excluded Party that is an architect, surveyor, engineer, soil testing engineer, or their consultants (“Designers”), professional liability insurance, in form and substance complying with Division 007200 paragraph 29.

7(f). All insurance referred to herein to be carried by CONTRACTOR or any Subcontractor shall be maintained by such parties at their sole expense, with insurance carriers qualified to do business in California and (other than workers compensation) having a rating of not less than A-VII from A.M. Best & Co., unless OWNER, in writing, in its sole discretion, accepts a lower Best’s rating.

7(g). OWNER reserves the right to require (1) higher limits and (2) additional insurance coverages if OWNER determines in its sole discretion that such higher limits and/or additional coverages are reasonably necessary for the protection of OWNER. Such additional coverages shall be in a form and with limits of liability, additional insured endorsements, and deductibles or self-insured retentions acceptable to OWNER.

7(i). Prior to commencing work at the project, CONTRACTOR shall deliver to OWNER the endorsements and waivers of subrogation referred to herein, as well as certificates of insurance evidencing the coverages required herein. Promptly upon OWNER's request, CONTRACTOR shall deliver to OWNER a copy of any and all of the insurance policies and other insurance documents required hereunder. In the case of policies expiring while work is in progress, a renewal certificate with all applicable endorsements must be delivered to OWNER prior to the expiration of the existing policy or policies. Permitting CONTRACTOR or any Subcontractor to start work, or continue work, prior to compliance with these requirements shall not constitute a waiver of any of the requirements set forth herein. All certificates of insurance must provide OWNER with thirty (30) days advance written notice of cancellation, intent to non-renew, or adverse material change in or reduction of coverage.

8. Representations and Warranties. CONTRACTOR represents and warrants to OWNER, and shall use its best efforts to ensure that each of its Subcontractors of every tier represent and warrant to OWNER that:

8(a). All information they submit to OWNER, or to the CCIP Administrator, shall be accurate and complete.

8(b). They have had the opportunity to read and analyze copies of the CCIP insurance policies that are available on request, and that they understand the CCIP Coverages. Any reference or summary in this Agreement, to the amount, nature, type or extent of CCIP Coverages and/or potential applicability to any potential claim or loss is for reference only. CONTRACTOR and its Subcontractors of all tiers have not relied upon said reference, but solely upon their own independent review and analysis of the CCIP Coverages in formulating any understanding and/or belief as to amount, nature, type or extent of any CCIP Coverages and/or its potential applicability to any potential claim or loss.

8(c). [Omitted].

9. Audits. CONTRACTOR and all Subcontractors agree that OWNER, the CCIP Administrator, and/or any CCIP insurer may audit their payroll records, books and records, insurance coverages, insurance cost information, and project cost records to confirm their accuracy, and to ensure that the OWNER has not been billed for any cost of insurance that is being provided under the CCIP. In the event any audit reveals that OWNER has been billed by CONTRACTOR or any of its Subcontractors for any cost of insurance that is being provided by OWNER under the CCIP, OWNER shall have the right to deduct from any amounts payable to CONTRACTOR or any Subcontractor such cost, including all expenses and fees of audit.

10. [omitted]

11. Waiver of Subrogation. Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any

insurance policy, limitations or exclusions of coverage, or any other reason against OWNER, the CCIP Administrator, its or their officers, agents, or employees, and any other Subcontractor performing Work or rendering services on behalf of OWNER in connection with the planning, development and construction of the Project. CONTRACTOR also agrees that all additional insurance maintained by CONTRACTOR or any Subcontractor or Designer under this Exhibit “7200-2” (other than professional liability insurance) shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OWNER, CONTRACTOR, or any Subcontractor. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

12. Conflicts. In the event of a conflict between the provisions of this Exhibit “7200-2”, the Insurance Manual, any other provision of Contract Documents, and the provisions of the CCIP insurance policies, the terms of the CCIP Insurance Policies shall govern, then the provisions of this Exhibit “7200-2”, then the other provision of Contract Documents, and then the provisions of the Insurance Manual.

13. Safety. CONTRACTOR is solely responsible for all construction means, methods, safety, techniques, sequences, and procedures. Each subcontractor, of any tier, is responsible for all safety precautions and programs in connection with work under CONTRACTOR’s agreement.

The requirements of Cal/OSHA, state, county and city laws, statutes, regulations, codes, ordinances, and orders of those governing bodies having jurisdiction over the work, including the CCIP Safety Manual, establish the guidelines for this project that safety and loss prevention programs must meet or exceed.

In the event of a conflict or inconsistency, the most stringent standard will govern.

13(a). Project Safety Team Monthly meetings. The Project Safety Team is a safety committee for the project. Each project shall have a committee comprised of CONTRACTOR, Subcontractor, Project Manager and/or CCIP Safety Representative. On a monthly basis the group shall meet to discuss the projects safety program. These meetings may be incorporated into project coordination meetings.

13(b). Drug Free Work Environment. This project prohibits the use, possession, distribution or sale on its premises or workplace the following substances: alcoholic beverages, intoxicants, drugs and related drug paraphernalia. Employees must not report to work while under the influence of any drug or alcoholic beverage. Any substance, including prescription drugs, that impairs mental or motor function must not be used while working at or on this project.(Because marijuana remains illegal under Federal Law, medical marijuana cards or prescriptions permitting their use will not be allowed by

The cost of enforcing this policy shall be the responsibility of each employer of the effected employee.

13(c). Safety Representative. Each Contractor/Subcontractor shall have a designated Safety Representative available at the site assigned the responsibilities of managing all aspects of safety related to employees under their direct control.

These duties may be performed by a Field Superintendent or Foreman having the required training, experience and qualifications listed below. These employees may have duties other than safety provided appropriate adherence to State, Local Laws, Ordinances, Codes, Regulations and these Safety Specifications are followed by personal under their direct control.

CONTRACTOR/Sub-Contractor Safety Representative must have the following minimum qualifications:

The CSR/SSR shall have a minimum of 3 -5 years of qualified project safety experience on similar type construction projects.

Evidence of completing the OSHA 10 or 30 Hour Construction Outreach Training or equivalent with the past 3 yrs.

Current First Aid/CPR certification provided by The American National Red Cross or equivalent training.

Ability to stop work in the event of a workplace hazard, until corrective action has been implemented.

Understanding of Federal and/or State Safety and CCIP Safety Regulations

Ability to conduct appropriate incident investigations.

Ability to communicate with field personal and project staff on relevant Health and Safety items.

13(d). Orientation. One of the requirements of all contractors/subcontractors and their safety representative or designees is to ensure that a complete basic safety orientation is conducted for all their employees new to the site. A Project Orientation by CONTRACTOR is required before an employee can receive a project ID and enter the field. At a minimum, the orientation shall include:

Employee safety requirements and policies.

Site Specific Safety and Health rules.

Permitting procedures, including work permits, excavation, confined space entry, lock-out, etc.



Hazard communication.

Emergency alarms and evacuation procedures.

All employees will complete and sign a Safety Orientation form supplied by CONTRACTOR. Upon successful the employee will receive a hard hat sticker with an identification number to be worn on the employees hard hat at all times while on the project.

13(e). Fall Protection. 100% Fall Protection shall be implemented by all trades for all fall exposures of six (6) feet or more. (Exception: Work from ladders and work around excavations, within Cal/OSHA specifications)

13(f). Excavation. Trenching or excavating activities must be under the supervision of a competent person at all times.

13(g). PPE

Employees must at all times wear an ANSI Z89.1 approved hard hat on the jobsite.

Employers must supply all personal protective equipment.

Safety glasses with permanently affixed side shields are required at all times. All safety glasses, goggles, and face shields must have the ANSI-Z87 approval.

Sturdy work boots are required at all times on the jobsite. Employees on the jobsite shall not wear tennis shoes, running shoes, casual street shoes, sandals or shoes made of other thin material.

At minimum a Class II High Visibility reflective vest or equivalent shall be worn at all times while on-site.

13(h). Hazard Communication. CONTRACTOR shall maintain a copy of all Material Safety Data Sheets, *and* a chemical inventory list, for all hazardous substances used at the jobsite by their firm, as well as for all hazardous substances used at the jobsite by all Subcontractors regardless of tier.

13(i). Return to Work Program. Each Employer should have a written Early Return to Work Program that should be implemented on this project.