



QUATTROCCHI KWOK
ARCHITECTS

LIBERTY HIGH SCHOOL

Administration and Student Commons

Modernization

Addendum 04

DECEMBER 30, 2020

DSA File Number: 7-H4

DSA Application Number: 01-119033

PTN: 61721-55

Owner:

Liberty Union High School District
20 Oak Street
Brentwood, CA 94513

Architect:

Quattrocchi Kwok Architects
636 Fifth Street
Santa Rosa, California 95404
P: 707.576.0829
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Architect's Project No.: 1783.00

To: Prospective Bidders

The following changes, modifications and additions to Project Manual and Drawings described below are made a part thereof and are subject to all of the requirements thereof as if originally specified. The Bidder must acknowledge receipt of the Addendum in the space provided on the Bid Form; failure to do so may subject the Bidder to disqualification.

Table of Contents - Addendum 04

This Addendum consists of 8 pages and the attachments as listed below dated December 30, 2020.

Deleted Text is shown in ~~strikeout type~~.

Added Text is shown in ***bold italicized type***.

ATTACHMENTS:

Project Manual

ADDENDUM 04	GEN. COND.	ARTICLE 11 INSURANCE AND BONDS
ADDENDUM 04	00 7300	SUPPLEMENTAL GENERAL CONDITIONS
ADDENDUM 04	08 3326	OVERHEAD COILING GRILLES

ADD Drawings (8.5 inch by 11 inch & 11 inch by 17 inch):

None

Drawings: (24 inch by 36 inch)

ADD 04 A-8.3	WINDOW SCHEDULE
ADD 04 A-9.3	OPENING DETAILS
ADD 04 A-10.1	CEILING DETAILS
ADD 04 A-B3.1	CAFERIA BUILDING REFLECTED CEILING PLAN
ADD 04 M-B2.1	CAFETERIA MECHANICAL FLOR PLAN

Project Record

Prequalification List

End of Table of Contents

A. CHANGES TO PREVIOUS ADDENDA

Item No. 4. 01

NOTICE TO CONTRACTORS

Revise Additive/ Deductive Bid Alternates as follows:

NOTICE IS HEREBY GIVEN that the Liberty Union High School District, acting by and through its Governing Board, will receive prior to ~~Wednesday, December 23, 2020 at 2:00 p.m.,~~ **Wednesday, January 6, 2021 at 2:00 p.m.,** ~~Tuesday, January 12, 2021 at 2:00 p.m.,~~ sealed bids for the award of contract for Liberty High School Administration and Student Commons Project.

B. CHANGES TO THE BIDDING AND CONTRACT REQUIREMENTS

Item No. 4. 02

See Changes to Previous Addenda

Item No. 4. 03

The GENERAL CONDITIONS Article 11 INSURANCE AND BONDS (with attached Project Insurance Manual) denoted Addendum 04 supersedes and replaces previously published document

Item No. 4. 04

The 00 7300 SUPPLEMENTAL GENERAL CONDITIONS denoted Addendum 04 supersedes and replaces previously published document.

C. CHANGES/ ADDITIONS TO THE SPECIFICATIONS

Item No. 4. 05

The following document denoted Addendum 04 is added to the project manual.

Section 08 3326 - OVERHEAD COILING GRILLES

Revise Table of Contents accordingly.

Item No. 4. 06

Section 08 8000 - GLAZING

Revise Article 1.05 as follows

J. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. See Section 01 6000 - Product Requirements, for additional provision
- ~~2. Extra Insulating Glass Units: One of each glass size and each glass type.~~

D. CHANGES/ ADDITIONS TO THE DRAWINGS

Item No. 4. 07

The following drawings dated December 30 denoted **Addendum 04** supersede and replace previous drawings with the same titles:

ADD 04 A-8.3 WINDOW SCHEDULE
ADD 04 A-9.3 OPENING DETAILS

ADD 04 A-10.1 CEILING DETAILS
ADD 04 A-B3.1 CAFERIA BUILDING REFLECTED CEILING PLAN
ADD 04 M-B2.1 CAFETERIA MECHANICAL FLOR PLAN

Item No. 4. 08

Sheet A8.1 Door J revise description as follows:
OVERHEAD COILING ~~DOOR~~-GRILLE

E. BIDDERS QUESTIONS

Item No. 4. 09

Q: A-B6.2/1,2 shows what looks to be a cap on top of the CMU wall. The detail leads to S1.5 which does not show a cap. Will there be a cap on top of the walls? What kind of cap?

A: Yes there will be a cap. CMU

Item No. 4. 10

Q: "On the details in the plans on page A9.3 detail 12 and the specifications, it shows that the sectional doors are supposed to have motors that are mounted on the wall attached to the shaft of the door. Sectional manufacturers strongly recommend against wall mounted motors on standard lift doors. (standard lift is clearly shown in the plans on A-B6.6) Wall mounted motors will throw cables when doors hang up. We strongly recommend that the motors be changed to trolley type (over the top of the door attached to the door, like a typical residential garage door). If they insist on wall mounted motors, we will have to add compression spring bumpers and at least a 2/12 roof pitch on the track."

A: Install per plans and specs with spring bumpers.

Item No. 4. 11

Q: In addendum 1, someone called out that the specs were missing for both sectional and coiling doors, however the architect only gave specs for the sectional doors. Can the architect also provide the coiling door specs as requested.

A: See changes to specification and changes to drawings.

Item No. 4. 12

Q: The door hardware schedule Section 08 7100 is incomplete. The door schedule on sheet A-8.1 shows the hardware set # for each door#. The hardware sets 20 and 21 are designated for a lot of doors, but the hardware schedule in the PM ends at Set #19. Do you intend to print the hardware sets 20 and 21?

A: See Addendum 02.

Item No. 4. 13

Q: Please provide clarification for section 11 4000 Walk in cooler/freezer specs do not match floor plans. The refrigeration system is different on the plans than the written specs. We

need clarification on which system will be used? The refrigeration on the specs? Or the Floor plan?

A: The specifications for the remote refrigeration systems shown on the sheet K8.2 take precedence.

Item No. 4. 14

Q: Regarding glazing specification 08 8000. Please confirm that blue tint IGU and Gray tint IGU are not required. Plans do not indicate any glazing tints so am assuming clear at all locations is what is required. Please confirm. Also confirm no G-3 and G-15 products are required. Nothing indicated on plans or obvious locations these to occur.

A: G-3 is not required. Fritted Glass is required. Clear glazing on exterior is ok.

Item No. 4. 15

Q: Please confirm that "Dual Glaze" is not required for glass at interior locations. This would not be typical. I am assuming 1/4" clear monolithic glass is all that is required at interior locations. Please confirm.

A: 1/4" clear monolithic is acceptable at all interior locations except conference rooms.

Item No. 4. 16

Q: In General Conditions - Article 11 - Insurance & Bonds (OCIP), Does this OCIP policy exclude Terrorism Coverage on the General Liability?

A: TRIA is Excluded from the General Liability.

Item No. 4. 17

Q: In General Conditions - Article 11 - Insurance & Bonds (OCIP) How many projects are under this OCIP?

A: The current Policy Term is 10/1/19-21. The Current Term has ~ 53 projects enrolled as of December 2020.

Item No. 4. 18

Q: In General Conditions - Article 11 - Insurance & Bonds (OCIP), What is the total construction value of all projects under this OCIP combined?

A: The current Policy Term is 10/1/19-21. The Current Term has ~ \$1B of Construction Value enrolled as of December 2020.

Item No. 4. 19

Q: In General Conditions - Article 11 - Insurance & Bonds (OCIP), What is the total construction value of all projects under this OCIP combined?

A: The current Policy Term is 10/1/19-21. The Current Term has ~ \$1B of Construction Value enrolled as of December 2020.

Item No. 4. 20

Q: In General Conditions - Article 11 - Insurance & Bonds (OCIP), Policy effective date is 10-1-2017 with an annual renewal. Have there been any claims under this OCIP since 2017?

A: The current Policy Term is 10/1/19-21. There have been no claims that have exceeded the SIR amount as of December 2020.

Item No. 4. 21

Q: In General Conditions - Article 11 - Insurance & Bonds (OCIP), Does the builders risk include any existing building coverage?

A: The Builders Risk policy does not provide coverage for existing property.

Item No. 4. 22

Q: In General Conditions - Article 11 - Insurance & Bonds (OCIP), Will the District hold the GC harmless for that type of potential loss?

A: No.

Item No. 4. 23

Q: The plans mention interconnecting to the existing Fire Alarm Panel, can you provide the Model number of the Existing Control Panel?

A: FACP-C in the old administration wing is a NOTIFIER NFS2-640.

Item No. 4. 24

Q: Is it possible to get bid date extension? Due to holidays and COVID schedules, we are finding it's challenging to get competitive pricing and coverages since most subs/vendors are out pretty much this week and won't be back til' early next week.

A: Yes, See changes to previous addendum for the new bid date.

Item No. 4. 25

Q: Please advise intent on window type W13. It is calling out "Aluminum Storefront" and "Double Hung". Double Hung indicates operable but storefront windows are fixed. Are these

windows to be aluminum windows per specification 08 5113 and be operable or are they to be fixed storefront? Also I don't see where specification section 08 5113 Windows occur

A: Window type W13 is an aluminum window per specification section 08 5113. See changes to drawings.

Item No. 4. 26

Q: Please confirm the determination of low bidder will be based on total base bid only and at time of award, the district will choose to include any/or all listed alternate per bid schedule.

A: See Addendum 01, Item 1.02

Item No. 4. 27

Q: On the admin building it shows the perimeter of the roof having a 2x4 only. The some of the crickets shown that are to be built from insulation will be as much as 7" tall. Please confirm how this will work

A: Use 2x as required for cricket depth.

Item No. 4. 28

Q: If you look at the B building roof plan, it shows crickets around the perimeter of the building. The structural drawings for this roof do not indicate the cricket slope in the structure, which leads me to believe we are building them out of insulation. If this is correct, you then need to look to A-B6.5 / Detail 1, this shows you the perimeter edge detail, this takes you to Sheet A9.4 / Detail 13 which shows what looks to be a sloped 2x4 along the perimeter. If we were to build the crickets shown on the Building B roof plan, those crickets would be taller than the 2x4, some will be as much as 7" thick.

A: Use 2x as required for cricket depth.

Item No. 4. 29

Q: Detail 9/A-9.3 indicates a sill and apron application, but don't find the detail on the elevations or section drawings. Believe that this detail may occur, but not noted, on the windows shown on sheet A-8.3.

A: Sill to occur at all storefront details.

Item No. 4. 30

Q: I noticed on Addendum #3 Drawings that the projector and mount was labeled as "by others." Please advise if this means that those pieces of equipment are Owner Furnished or Contractor Furnished.

A: Owner Furnished, Owner Installed.

Item No. 4. 31

Q: On page A-A3.1 Reflective Ceiling Plan keynote 19 calls for motorized operated window shades, but none are shown on this plan as they are called out on the Cafeteria ceiling plan. Are there any motorized shades in the Admin Building? If so, please identify.

A: All windows get window shades in the Administration building. Any shade over 6' should be motorized and any shade under 6' should be manual.

END OF ADDENDUM

**ADDENDUM 04
ARTICLE 11
INSURANCE AND BONDS**

**Exhibit A
OWNER CONTROLLED INSURANCE PROGRAM (OCIP)**

11.1 INTRODUCTION

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

The OCIP will be primary to other valid and collectable insurance for the owner and enrolled parties in the program. The SEWUP JPA will provide Workers’ Compensation, Employer’s Liability, General & Excess Liability, and Contractor’s Pollution Liability 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”) as well as builder’s risk insurance. 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 111.7. 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 111.5.

Definitions:

Enrollment: An Eligible Contractor/Subcontractor is considered Enrolled once required documents are received, reviewed and processed by the OCIP Program Administrator to the insurer. (See Sections 111.7 and 111.8)

Contractor: 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.

GENERAL CONDITIONS

Subcontractor: 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: 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: It is not the intent to insure (but is not limited to): consultants; suppliers; abatement and/or removal of hazardous materials; vendors; materials dealers; surveyors; consultants; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed; contractors subbing out installation who are not performing labor on the project site; and contractors performing landscape maintenance (though landscape work itself is covered). Ineligible parties are required to ensure that any eligible subcontractors who provide on-site labor comply with the OCIP Enrollment **Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner and approved by the Program Administrator**

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

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

Unless otherwise directed by the Owner, Ineligible Contractors and Subcontractors will be required to maintain their own insurance for both on-site and off-site activities and will be required to participate in the Project Safety Program (See Section 11.16). Minimum Insurance and endorsement requirements are located in Section 11.7 & 11.8. Each ineligible contractor must register with the OCIP online portal called Keenan Wrap. All required certificates and endorsements must be supplied via Keenan Wrap.

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.

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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 111.7, 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.

11.2 PREQUALIFICATION & COST IDENTIFICATION

A. Contractor Pre-Qualification

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

1. Shall have an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years OR the current published year.
 - a. *We encourage the bidder to choose subcontractors who meet these requirements however this will not exclude eligible subcontractors from enrolling in the OCIP.*
2. Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years
3. Provide evidence of an Injury and Illness Prevention Program (IIPP). Evidence is required to be submitted post bid opening and prior to bid award.

FAILURE TO MEET THESE MINIMUM STANDARDS SHALL DISQUALIFY THE BIDDER.

B. Contractor Insurance Cost Identification

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

C. Change Order Pricing

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

11.3 OWNER-PROVIDED INSURANCE COVERAGES

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

THE OCIP IS INTENDED TO PROVIDE BROAD COVERAGES AND HIGH LIMITS, TO ALL ENROLLED CONTRACTORS/SUBCONTRACTORS. THE OWNER DOES NOT WARRANT OR REPRESENT THAT THE OCIP COVERAGES CONSTITUTE AN INSURANCE PROGRAM THAT COMPLETELY ADDRESSES THE RISKS OF THE CONTRACTORS/SUBCONTRACTORS. PRIOR TO CONTRACT AWARD, IT IS THE RESPONSIBILITY OF ALL CONTRACTORS/SUBCONTRACTORS TO ENSURE THAT THE OCIP COVERAGES PROVIDED SUFFICIENTLY ADDRESS THEIR INSURANCE NEEDS. UPON REQUEST, OCIP POLICIES ARE AVAILABLE FOR REVIEW.

GENERAL CONDITIONS

OCIP coverage applies only to Work performed under the contract at the Project (see Section 11.1, B for definition). All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.

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

The Contractors/Subcontractors enrolled in the OCIP agree that the OCIP policies' limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP. As of October 1, 2019, 100% of the limits are available with a minimum of \$640 Million in construction values to be insured.

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

Workers' Compensation:

- California Statutory Benefits

Employer's Liability:

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

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth below:

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

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, 2019. The policy term is three years, 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:

- \$125,000,000 Bodily Injury and Property Damage Liability
- \$185,000,000 General Aggregate

GENERAL CONDITIONS

- \$125,000,000 Products and Completed Operations
- 10 Years Completed Operations

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth below:

Aircraft, Auto or Watercraft	Nuclear
Asbestos	Personal and Advertising Bodily Injury
Certain Exclusions to Medical Payments Coverage	Pollution
Certain Exclusions to Personal and Advertising Injury Liability	Prior Continuous, or Progressively Deteriorating Injury or Damage
Certified Acts of Terrorism	Professional Liability
Contractual Liability (Limited Coverage Provided)	Recall of Products, Work Or Impaired Property
Employers Liability	Silica or Silica Mixed Dust
Employment Related Practices	
Expected or Intended Injury	Violation of Statutes Governing Collecting, Transmitting Information
Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"	Violation of Statutes Governing Email, Fax, Phone Calls
Fungi Or Bacteria	War
Lead	Workers Compensation and Similar Laws
Mobile Equipment	

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, 2019. The policy is intended to remain in effect for the length of the Project or through October 1, 2024 at 12:01am, 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:

- \$15,000,000 Per Occurrence / \$25,000,000 Policy Aggregate
- Defense cost are outside of limits up to \$1M.

1. \$10,000 Deductible per Occurrence

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

3. Exclusions: The known exclusions for this coverage are set forth below:

Auto, Aircraft, Vessel Or Rolling Stock	Nuclear
Claims Between Certain Insureds	Other Entities
Contractual Liability	Pre-Existing Conditions
Damage To Property	Products
Fines, Penalties, and Treble Damages	War
Employment Related Practices	Workers Compensation and Similar Laws

GENERAL CONDITIONS

Owned Hazardous Materials Facility

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, 2019. The policy is intended to remain in effect for the length of the Project or through October 1, 2024 at 12:01am, whichever comes first.

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

Deductibles

- \$10,000 - \$50,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
 - \$50,000 deductible for Water Damage to structural renovations.
 - \$100,000 deductible for Water damage to Large Span Buildings, (with unsupported roof greater than 200 feet); and Stadiums/Arenas (open air, fixed roof, and/or retractable roof).
1. Contractor/Subcontractors shall be responsible for the applicable deductible. The deductible shall apply to each occurrence and must be satisfied prior to payment of the loss. The deductible shall not be reimbursed by the OCIP Insurance Program or the District.
 2. Exclusions: The known exclusions for this coverage are set forth below:

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

GENERAL CONDITIONS

This builder's risk coverage and exclusion summary may not be all inclusive. 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, sublimit and deductibles.

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

3. [EXHIBIT A](#).
4. **Policy Term:** The policy term is the term of the project.
5. *All Contractors'/Subcontractors' shall be responsible for any loss or damage to their personal property. This would include, but is not limited to, tools, equipment, mobile construction equipment, or materials NOT intended to be a permanent part of the building, whether owned, borrowed, used, leased, or rented by any Contractor/Subcontractor. Any insurance purchased by the Contractors'/Subcontractors, or self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.*

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 11.3](#), 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.

11.4 OCIP CERTIFICATES AND POLICIES

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

11.5 CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

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

- A. Contractor Eligibility**, see Section 11.1, **A** for definition.
- B. Contractor Registration & Enrollment**

The Program Administrator will provide online registration via Keenan Wrap, through its proprietary software referred to herein as "Wrap Portal"; a User Name, Password and URL for website

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enrollment will be provided to each Subcontractor upon entry of Subcontractor identifying information into Wrap Portal by Contractor or Parent Subcontractor regardless of enrollment eligibility.

An Eligible subcontractor is not enrolled until the Program Administrator and OCIP insurers receive and approve a completed OCIP Enrollment via Wrap Portal, for each awarded contract. subcontractor shall also upload declarations pages, including proof of rates from Subcontractor's current policies. Enrollment is required prior to commencement of on-site activities but no Subcontractor shall be enrolled sooner than 30 days prior to their start date. Subcontractors must provide the Required Insurance Coverages (see Sections 11.7 and 11.8) via Wrap Portal.

Any 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 Subcontractor, as noted in Section 11.4

All Subcontractors shall cooperate with, and require their Subcontractors to cooperate with, the Owner and the Program Administrator, in regard 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 must be submitted to the Program Administrator by the 10th of each month via Wrap Portal until the completion of the contract and in no event shall be later than the 15th of each month. 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 by you or your subcontractor to the Program Administrator, the Contractor, Construction Manager and/or Owner may withhold payment until the report is received.** 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 must be submitted to the Program Administrator via Wrap Portal upon completion of work at the Project, which includes punch list items, but not warranty work. Subcontractor shall cooperate with Contractor in completing the *Contractor's Completion Notice*. This form evidences all enrolled 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 Subcontractors for the duration of their work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

3. Project Insurance Manual

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

Contractor/Subcontractor Compliance with all aspects of the OCIP

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

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

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

11.6 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.

11.7 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 111.8 for Certificate Holder and Additional Insured Endorsement specifications. Automobile Liability

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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 required:

All Contractors/Subcontractors*

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

*See Section 11.8 for additional insured language

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

Workers' Compensation –Statutory Benefits - All States

Employer's Liability:

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

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

Eligible Contractors/Subcontractors

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

Ineligible Contractors / Subcontractors (Excluded)

<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

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Liability insurance shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:

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

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

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

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

\$1,000,000 per Claim/Aggregate

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

\$5,000,000 per Claim/Aggregate

11.8 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 111.7 and 11.8 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:

Liberty Union High School District

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

Liberty High School Administration and Student Commons
Liberty Union High School District

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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. **Liberty Union High School District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds.**
2. All Contractors/Subcontractors must provide an additional insured endorsement for automobile liability.

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.

Liberty Union High School District

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

11.9 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.

11.10 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.

11.11 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.

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11.12 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.

11.13 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.

11.14 DUTIES IN THE EVENT OF A LOSS

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

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

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

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11.15 OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

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

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

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

11.16 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 and lean-to 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.

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5. Methods of fall protection include but are not limited to the following:
 - a. Railings
 - b. Covers for Floor, Roof, and Wall Openings
 - c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
 - d. Controlled Access Zones
6. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
7. The minimum parapet height allowed for fall protection is 42 inches or greater.
8. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance with Cal/OSHA Construction Safety Orders.
9. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.
10. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
11. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.
12. Scaffold Access/Egress. An internal ladder system with hatches and drop-down ladders or temporary stairs shall be provided for safe access/egress on all scaffolds 20 feet or greater in height. External straight ladders are prohibited on all scaffolds if it exposes a user to a fall of 20 feet or greater in height.

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. 100% protective eyewear with side shield protection is required while in the construction environment, shop, or anytime eye hazards exist. Protective eyewear shall bear a legible and permanent "Z87" logo to indicate compliance with applicable ANSI/ASSE Standard.
4. 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.
5. Alcohol is prohibited on District property always.
6. 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.

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7. 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.
8. All prime contractors must attend the site-specific pre-construction meeting.
9. 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.
10. 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.
11. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
12. 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. Incident Investigation Requirements

1. The contractor shall perform thorough, in-depth investigations and evaluations of all incidents. A formal incident investigation shall be conducted whenever any incident occurs, including, without limitation, both non-injury incidents and incidents involving first aid. Additionally, near miss accidents and/or incidents must be reported and undergo the same in-depth investigation, root cause analysis and lessons learned process.
2. Recommendations and lessons learned to prevent recurrence of incidents shall be documented and communicated to all employees of contractor and subcontractors through safety meetings and on-the-job training.

G. 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

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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. An employee who has experienced a job-related injury requiring medical treatment must provide a proper medical release prior to returning to work.
- b. An employee who has been removed from the jobsite ambulatory must provide a proper medical release prior to returning to work.
- c. 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.
- d. 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.
- e. The Enrolled Contractor/Subcontractor is expected to accommodate the injured employee and facilitate the return to work.
- f. 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.

G. Competing Safety Requirements:

The District and SEWUP OCIP program place a very high value on project safety. Each may have their own safety requirements that are very similar in nature. However, in the event the requirements are in conflict or one is silent on a particular matter, then the requirement affording the greatest of amount protection will control. For example, if the District's Safety Program Requirements do not mandate 6' Fall Protection, then Section "6.5 Mandatory 6' Fall Protection" contained in the SEWUP Project Insurance Manual will control.

H. Noncompliance and Unsafe Practices

Owner or their representative shall have the authority to immediately cease any and all operation (s) on the jobsite that is deemed by Owner or their representative to be unsafe to property or has the potential to cause Bodily Injury, pursuant to Title VIII California Code of Regulation, Section 1511. Any such cession of work shall not constitute recoverable delay or other contractual remedies for liquidated damages and may expose the offending contractor to any such losses to the District or other trades.

11.17 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 Liberty High School Administration and Student Commons
Liberty Union High School District

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Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, all indemnification obligations on the part of Contractor/Subcontractor.

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

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

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

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

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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.

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

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

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

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

11.19 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.

OCIP EXHIBIT A

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.

OCIP EXHIBIT B (following section)

Project Insurance Manual



www.sewup.org

**Statewide Educational Wrap Up Program (SEWUP) JPA
Owner Controlled Insurance Program (OCIP)**

Project Insurance Manual

This manual is intended to provide only a general overview of the Owner Controlled Insurance Program and does not in any way alter or take precedence over the language in the actual insurance policies and contracts. It makes no promise to provide insurance to those not enrolled in the Owner Controlled Insurance Program

Program Administrator:

Keenan
Associates

*2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501
Phone: 800.654.8102
SEWUP Department
Fax: 310.787.8838
License # 0451271*

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Preface

About This Manual

- Identifies responsibilities of the various parties involved in the project
- Provides a basic description of the OCIP coverage and program structure
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP
- Claim reporting procedures
- Will be updated as necessary

This Manual Does Not

- Provide OCIP coverage interpretations
- Provide complete information about OCIP coverages (Refer to OCIP policies)
- Provide answers to specific claims questions

1.0 Introduction

The Statewide Educational Wrap Up Program JPA (SEWUP), of which this school district is a member, is providing an Owner Controlled Insurance Program (OCIP) for work performed at specific project sites, on behalf of the district, who is the “Owner”. The OCIP is an insurance program that insures eligible and enrolled subcontractors, for Work performed at the Job Site.

Certain subcontractors are excluded from this OCIP. These parties are identified in the Contract Documents and Section 3 (Definitions) of this manual.

The Owner / District will pay the insurance premiums for the OCIP coverage described in this manual. You should notify your insurer(s) to endorse your coverage to be excess and contingent over the insurance provided under this OCIP for on-site activities and the related costs. Each bidder, the Contractor and its subcontractors, are required to exclude from its bid price and requests for payment, the cost of insurance coverages that will be provided by the OCIP.

Note

The guidelines in this manual are to be used for informational purposes only. This manual does not constitute a contractual agreement. If conflicts exist between this manual and OCIP Insurance Policies, or this manual and the Contract between the District, Construction Manager, and Contractor (Enrolled Parties), OCIP Policies or Owner’s Contract will govern.

Any questions regarding a Subcontractor’s status as “Eligible” or “Ineligible” should be referred by written request to Contractor and Owner and approved by the Program Administrator.

1.1 Participation & Contractor Compliance

Participation in the OCIP is mandatory but not automatic. Enrollment eligibility will be determined upon completion of an online enrollment form which will include documentation of trade, scope of work, estimated value, estimated start and completion. All Contractors and subcontractors of all tiers must register via Wrap Portal (www.keenanwrap.com) and adhere to all program requirements, as specified in [Section 5.0](#).

The program Administrator will provide access to an online enrollment via Keenan Wrap, through its proprietary software referred to herein as Wrap Portal; a User Name, Password and URL for website enrollment will be provided to each subcontractor upon entry of Subcontractor identifying information into Wrap Portal by Contractor or Parent Subcontractor.

Enrollment (Definition): An Eligible Subcontractor is considered Enrolled once all required documents are received, reviewed and processed by the OCIP Program Administrator and Insurer.

1.2 Subcontractor Eligibility

A. Eligible

Includes all 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.

B. Ineligible Contractor (Excluded)

It is not the intent to insure (but is not limited to) consultants, suppliers, abatement and/or removal of hazardous materials, vendors, materials dealers, surveyors, guard services, non-construction janitorial services, and truckers, including trucking to the Project where delivery is the only scope of work performed. **Ineligible/excluded parties are required to ensure that any eligible subcontractors, who are hired for installation or to provide on-site labor, comply with the OCIP Enrollment and are provided with a copy of this OCIP Project Manual.** Ineligible contractors will be required to adhere to insurance certificate requirements as stated in section [4.0, under Contractor-Provided Insurance Coverage](#). In addition, 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 6.0](#)).

1.3 Project Site and Offsite Premises

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

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

With the exception of 1 and 2 mentioned above, off-site locations, labor and operations are not covered by the OCIP. It will be the responsibility of each contractor to maintain off-site insurance, as identified in Section 4.3, which specifies coverage types and minimum limits. Contractor will promptly furnish to the Owner, or their designated representative, Certificates of Insurance evidencing that all required insurance is in force.

2.0 Information Directory

2.1 Program Administrator

Keenan & Associates - SEWUP Department

2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501
Phone: 800.654.8102
Fax: 310.787.8838

Questions Regarding OCIP

Refer questions concerning the OCIP and its administration or coverage's to the Program Administrator. Answers to questions may also be found in [Section 9.0 - Frequency Asked Questions](#).

2.2 Insurance Companies

Workers' Compensation
General Liability
Excess Liability

Liberty Mutual Insurance
Lloyds of London
Lloyds of London
AXIS
Colony Insurance Company
Ironshore

Builder's Risk
Contractor's Pollution Liability

Endurance American Specialty Insurance Company
Ace American Insurance Company
Berkeley Assurance Insurance Company

See Section 6 For Claims Reporting Instructions and Procedures.

3.0 OCIP Coverages

Description of Owner Controlled Insurance Program (OCIP) Coverages

The OCIP is for the benefit of the Owner and all Enrolled Contractor/Subcontractors who have on-site employees. OCIP coverage applies only to Work performed under the contract at the Project Site specified by the Owner. All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations. The following coverages are provided by the OCIP:

Workers' Compensation and Employers Liability

Commercial General & Excess Liability

Builder's Risk

Contractor's Pollution Liability

A Certificate of Insurance evidencing workers' compensation & employer's liability, general and excess liability and pollution liability insurance will be issued to each Enrolled Party via Wrap Portal. Other documentation including forms, posting notices, etc., will be provided to each Enrolled Party.

OCIP Disclaimer

The OCIP is intended to provide broad coverages and high limits, to all Enrolled Contractors/Subcontractors. The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses the risks of the Contractors/Subcontractors. Prior to contract award, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Upon request, OCIP policies are available for review.

3.1 Workers' Compensation and Employer's Liability Insurance

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:

Coverage A – Workers' Compensation

Liability imposed by the Workers' Compensation and/or Occupational Disease statute of the State of California or governmental authority having jurisdiction related to the work performed on the Project.

Coverage B – Employers 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

Contractor Deductible: None

Exclusions: The known exclusions for this coverage are listed in [Section 10.0 – Known Policy Exclusions](#). This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the

responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The master policy effective date is October 1, 2019. The policy term is three years, 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. The policy is intended to remain in effect for the length of the Project or the policy end date, whichever comes first.

3.2 Commercial General Liability & Excess Liability Insurance

All Enrolled Contractors/Subcontractors are considered Named Insured under SEWUP’s Master General & Excess Liability policies. The Master Policies are available for review by Contractors/Subcontractors, upon request to the Owner or the Program Administrator.

Primary Coverage: Total Limits for Bodily Injury and Property Damage

\$125,000,000 Each Occurrence

\$185,000,000 General Annual Aggregate – per Policy

\$125,000,000 Products and Completed Operations Aggregate

- Ten (10) year Products and Completed Operations Extension after Notice of Completion is filed by the Owner, or date Occupancy is taken with a single non-reinstated aggregate limit.

Policy Forms: “Occurrence” Form

Contractor Deductible: None

Exclusions: This insurance does not provide coverage for products liability of any enrolled party for any product manufactured, assembled or otherwise worked upon away from the Project Site.

The known exclusions for this coverage are listed in [Section 10.0 – Known Policy Exclusions](#). This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The master policy effective date is October 1, 2019. The policy is intended to remain in effect for the length of the Project or through October 1, 2024 at 12:01am, whichever comes first.

3.3 Builder’s Risk Insurance

The Builders Risk Master Policy names the Owner as named insured and enrolled Contractors/Subcontractors as additional insured’s. This Master policy is available for review by Contractors/Subcontractors, upon request to the Owner or the Program Administrator.

Primary Coverage: Builders Risk coverage will be in place during the Course of Construction at the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sub limits, property limitations and conditions. The policy covers materials, supplies, equipment, fixtures, or machinery, which will become a permanent part of the building, or structure at the Project site specified, limited to policy form, policy limit, and exclusions.

Deductible: 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

- \$10,000 - \$50,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
- \$50,000 deductible for Water Damage to structural renovations.
- \$100,000 deductible for Water damage to Large Span Buildings, (with unsupported roof greater than 200 feet); and Stadiums/Arenas (open air, fixed roof, and/or retractable roof).

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

Exclusions: The known exclusions for this coverage are listed in [Section 10.0 – Known Policy Exclusions](#). This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

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

Note:

All Contractors'/Subcontractors' shall be responsible for any loss or damage to their personal property. This would include, but is not limited to, tools, equipment, mobile construction equipment, or materials NOT intended to be a permanent part of the building, whether owned, borrowed, used, leased, or rented by any Contractor/Subcontractor. Any insurance purchased by the Contractors/Subcontractors, or self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

3.4 Contractor's Pollution Liability Insurance

Contractor's Pollution Liability, is written on an "Occurrence" form under a master liability policy. This Master policy is available for review by Contractors/Subcontractors, upon request to the Owner or the Program Administrator. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors, as named insured.

Primary Coverage: Bodily Injury or Property Damage from a pollution event as defined within the policy form resulting from covered operations or completed operations.

Limits:

\$15,000,000 Per Occurrence /\$25,000,000 Policy Aggregate

Defense costs included within limits up to \$1M

Deductible: \$10,000 Per Occurrence

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.

Exclusions: The known exclusions for this coverage are listed in [Section 10.0 – Known Policy Exclusions](#). This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the

responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The master policy effective date is October 1, 2019. The policy is intended to remain in effect for the length of the Project or through October 1, 2024 at 12:01am, whichever comes first.

3.5 OCIP Certificates

All Enrolled Contractors/Subcontractors will receive their own Workers' Compensation policy. Certificates of Insurance will be furnished for the General Liability, Excess Liability, Contractor's Pollution Liability, and Builder's Risk coverages. These policies are available for review by the Contractor/Subcontractor, upon request to the Owner or the Program Administrator. Such policies or programs may be amended from time to time and the terms of such policies or programs 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.

4.0 Contractor Required Insurance

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 and an Additional Insured Endorsement acceptable to the Owner and Program Administrator. Copies should be provided to the Program Administrator via Wrap Portal, for both Project Site and Off-Site operations, 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. Certificates and additional insured endorsements shall provide not less than thirty (30) days prior written notice to the Program Administrator, of any material change in the insurance, cancellation or non-renewal.

The OCIP places contractors and subcontractors into one of two main categories: Enrolled Contractors or Ineligible (Excluded) Contractors.

4.1 Verification of Required Insurance Coverages

A. Enrolled Contractor/Subcontractors:

- **Certificates of Insurance** must be provided, evidencing Workers' Compensation & Employer's Liability, and General Liability, Excess/Umbrella Liability insurance for off-site activities, and Automobile Liability insurance for on and off-site activities as per the insurance specifications in the Contract.
- **Additional Insured Endorsements** for Auto Liability. These endorsements must name **the District** specifically as additional insured. If the insured's policy has a 'Blanket' Additional Insured Endorsement and cannot name any entity, provide a copy of the endorsement for our review.

B. Ineligible (Excluded) Contractors/Subcontractors:

- **Certificates of Insurance** must be provided, evidencing Workers' Compensation & Employer's Liability, General Liability, Excess/Umbrella Liability and Automobile Liability insurance for all activities including both on-site and off-site activities as per the insurance specifications in the Contract.
- **Additional Insured Endorsements** for General Liability and Auto Liability. These endorsements must name **the District** specifically as additional insured. If the insured's

policy has a ‘Blanket’ Additional Insured Endorsement and cannot name any entity, provide a copy of the endorsement for our review.

- **Waiver of Subrogation** for Workers Compensation in favor of the owner.

4.2 Contractor Maintained Insurance Coverage

*Indicates off-site required coverage / **Indicates off-site & on-site required coverage

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

- Enrolled & Ineligible/Excluded Contractors
- Required limits on Certificate of insurance are as follows:

Subcontractors	
Part 1: Workers Compensation	California Statutory Benefits
Part 2: 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

- Ineligible/Excluded Subcontractors must also provide **Waiver of Subrogation** for Workers Compensation in favor of the owner.

B. General Liability Insurance*

- Enrolled & Ineligible/Excluded Subcontractors
- Minimum Required limits of insurance are as follows:

General/Prime Contractor	Subcontractor	
\$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/Adv. Injury Aggregate

- It is recommended that the Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program (CG 21 31 05 09) endorsement be added to your primary general liability policy. This will ensure appropriate coverage for any off-site exposures associated with this OCIP project.

C. Automobile Liability Insurance**

- Enrolled & Ineligible/Excluded Subcontractors
- 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:

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

D. Professional Liability Insurance**

- Enrolled & Ineligible/Excluded Subcontractors
- If Subcontractor’s work requires design and/or design-assist services, or Subcontractor performs professional services of any kind, Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance for all professional services provided.
- 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.
- Must 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**

- Ineligible Subcontractors
- If 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:
 \$2,000,000 per Claim/Aggregate

F. Aircraft or Watercraft Liability Insurance**

- If any Subcontractor requires the use of Aircraft or Watercraft at the Project Site, the Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance.
- 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.
- 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

4.3 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:

District Name

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

4.4 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:

- **The District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds.**
- All Contractors must provide an additional insured endorsement for automobile liability.
- Ineligible/Excluded Contractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers' compensation.

District Name

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

5.0 Contractor Responsibilities / Requirements

Throughout the course of the Project, Subcontractors will be responsible for reporting and maintaining certain records as outlined in this section.

All Subcontractors shall cooperate with, and require their tier Subcontractors to cooperate with, the Owner and the Program Administrator, regarding administration and operation of the OCIP. **Each Subcontractor must include this document with their bid specifications to any and all Subcontractors.**

Responsibilities of Subcontractors:

- Enrolling in the OCIP and assuring all eligible tier subcontractors promptly enroll in the OCIP, via Wrap Portal, prior to the start of any work
- Complying with the provisions of the OCIP Manual and cooperating in the administration and operation of the OCIP
- Including OCIP Provisions in all subcontracts, as appropriate
- Identifying and removing from bid the cost of OCIP-provided insurance (by all eligible contractors / subcontractors)
- Providing each Subcontractor with a copy of the OCIP manual
- Providing timely evidence of insurance to the SEWUP Department via Wrap Portal
- Notifying the SEWUP Department of all awarded subcontracts via Wrap Portal
- Maintaining and reporting monthly payroll records (by all eligible subcontractors) via Wrap Portal
- Complying with the OCIP Administrator's requests for information

- Complying with insurance, claim and safety procedures
- Notifying OCIP Administrator immediately of any insurance cancellation or non renewal of Contractor required insurance
- Complying with the OCIP insurance policy requirements, including but not limited to, physical audit of payroll records by the insurance company or its representatives.

5.1 Contractor Bids & Change Orders - Removing Insurance Costs

The Owner / School District provides insurance for all eligible, Enrolled Contractors/Subcontractors for work performed at the project site(s). The Owner pay's the insurance premiums for the OCIP coverage's described in this manual.

Contractors/Subcontractors who are eligible for enrollment in the OCIP are required to **exclude the cost of insurance that is provided by the OCIP, from its bid price** for the proposed scope of work at the project site(s).

Change orders should be priced by the Contractor / Subcontractor to exclude any costs of insurance for coverage's that are provided by the OCIP. It is the responsibility of the contractor to ensure that their subcontractors of all tiers also exclude the cost of insurance

5.2 Program Compliance

A. Participation in the OCIP is mandatory but not automatic. An Eligible contractor is not enrolled until the Program Administrator receives and approves the following items:

- Completed Contract Enrollment, for each awarded contract, within ten (10) days of Contract Award and prior to commencement of On-site activities. Enrollments can be completed and submitted electronically visiting www.keenanwrap.com
- Certificates of Insurance, evidencing Insurance for Workers' Compensation & General Liability coverages for **Off-Site** locations, labor, and operations
- Certificate of Insurance, including an Additional Insured Endorsement, naming the Owner as an Additional Named Insured, for Automobile Liability for both Project Site and Off-Site operations
- Policy Declarations pages, including proof of rates from your current policies

B. 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.

OCIP Enrollment completed through Wrap Portal by the following deadline:

- Subcontractors (All Tiers): Within ten (10) days of Contract Award and prior to commencement of On-site activities

All questions regarding enrollment compliance should be directed to the assigned OCIP Administrator.

Any Subcontractor who enrolls in the OCIP after their start date will have to provide a No-Known-Loss Letter to the Program Administrator, along with enrollment documentation.

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance to the Program Administrator before commencing work on the Project Site. Automobile Liability Insurance must be maintained for both Project Site and off-site operations.

5.3 Confirmation of Enrollment & Evidence of OCIP Coverages

Upon review of completed enrollment, OCIP Administrator will acknowledge acceptance of the Eligible Subcontractor into the Owner's OCIP, by issuing the following to each Enrolled Party:

- Confirmation Letter
- OCIP Certificates of Insurance
- Claims Kit, including DWC1 and MPN Notices

These documents, as issued by the OCIP Administrator, will clearly identify the effective dates of the OCIP coverages for the Contract. A separate Workers' Compensation policy will be issued and sent to each Enrolled Party.

Should an Enrolled Party perform work on several contracts/projects, an Enrollment Form must be completed for each contract. The OCIP Administrator will issue confirmation letters and certificates of insurance to each Enrolled Party for each separate contract. However, only one individual Workers' Compensation policy (that will apply to all contracts/projects) will be issued to each Enrolled Party.

Note:

Verify that the Workers' Compensation effective date, listed on your OCIP Certificate of Insurance, reflect the same date as your start date.

5.4 Payroll Reporting Compliance

Project Site Monthly Payroll Report Requirements

- Project Site Monthly Payroll must be submitted to the Program Administrator by the 10th of each month via Wrap Portal until the completion of the contract and in no event shall be later than the 15th of each month. Payroll shall be reported only for labor performed at the project jobsite.
- Monthly Payroll Reporting is to begin from the enrollment effective date until the completion of the contract or the policy end date.
- Should no work be performed on the Project Site during a given month, each Enrolled Party is required to submit a form stating that "Non-Performance."
- Payroll reporting must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted.

- If Monthly Payroll Report is not submitted to Program Administrator on a monthly basis, the Construction Manager and/or Owner can withhold payment until the report is received.
- For those Enrolled Parties performing Work under multiple contracts, for each contract, a Monthly Payroll Report is required each month until contract is finalized.
- All reported project site monthly payroll reported from October through the end of September is submitted by Program Administrator to the OCIP Insurance Carrier for auditing.
- Subcontractor shall to keep and maintain accurate and classified records of their payroll for operations at the Project Site.
- A carrier audit may be performed using the reported payroll and other supporting documents. Contractor / Subcontractor agrees to cooperate with the OCIP insurance carrier(s) or their 3 party auditors by responding to and providing documents as requested in a timely manner.

Workers' Compensation Insurance Rating Bureau Requirements

- **Payroll Reporting for Each Workers' Compensation Policy Issued** - Once an Eligible Contractor/Subcontractor is enrolled into the OCIP, the Program Administrator will issue a separate Workers' Compensation Policy. All Enrolled Subcontractors will need to comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB). This requires each Enrolled Party to maintain payroll records for each Contract under the policy issued. Such records will allocate the payroll by Workers' Compensation classification(s) and exclude the excess or premium paid for overtime (i.e., only the straight-time rate will apply to overtime hours worked).
- **Insurance Company Payroll Audit** - Each Enrolled Party must properly classify payrolls, as these are reported to the rating bureau for calculation of future Experience Modifiers for the Enrolled Party's firm. All Enrolled Parties shall make available for inspection and copying their respective company books, vouchers, contracts, documents, and records, of any and all types, for physical inspection by the auditors of the OCIP insurance carrier(s) or Owner's representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period, as required by the OCIP Insurance Policies.

5.5 Contract Completion / Closeout Compliance

A. Contractor's Completion Notice

- Contractor's Completion Notice must be submitted to the Program Administrator via Wrap Portal, (www.keenanwrap.com) upon completion of contract work at the Project Site, which includes punch list items, but not warranty or service contract work.
- This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract.
- Completion Notice information is reported to OCIP Insurance carrier to confirm coverage and payroll reporting requirements has ended for the contract.

6.0 Safety

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

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

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the 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 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.

6.1 Occupational Safety and Health Compliance

All 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

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

6.2 Safety Orientation

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

6.3 Program Management

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

6.4 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. Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:

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

6.5 Mandatory 6’ Fall Protection

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

- d. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
- e. Methods of fall protection include but are not limited to the following:
 - i. Railings
 - ii. Covers for Floor, Roof, and Wall Openings
 - iii. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
 - iv. Controlled Access Zones
- f. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
- g. The minimum parapet height allowed for fall protection is 42 inches or greater.
- h. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance in accordance with Cal/OSHA Construction Safety Orders.
- i. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at anytime.
- j. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
- k. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.

6.6 Crane Safety

- a. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
- a. 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.
- b. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

6.7 Return to Work

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.

7.0 Claims Reporting

Accident/Claims Reporting Procedures - Overview

This section describes the basic procedures for reporting SEWUP claims: Workers' Compensation, General Liability, Pollution Liability, and Damage to the Project (Builders Risk).

The OCIP Administrator provides an Accident Claims Reporting Guide to Enrolled Contractors and Subcontractors. The Accident Claims Reporting Guide provides instructions and necessary information for reporting a claim, including policy numbers and site location codes. **This manual includes the required claim forms and postings.** Additional claim forms can be obtained from the OCIP Administrator upon request.

7.1 Workers' Compensation Claim Reporting & Procedures

If the injury requires a doctor (or medical office) visit or involves lost time, please follow the procedures listed below.

Contractors'/Subcontractors' on-site personnel must follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury or death:

The main responsibility for any Contractor and Subcontractor is first to see that the injured worker receives immediate medical care. Immediately contact 911 for any serious, traumatic, and life-threatening injuries.

If an employee reports a work injury or illness that is minor and does not require a doctor visit or time off from work, the supervisor should refer the employee to the nearest **First Aid Treatment** available at the jobsite.

Call Liberty Mutual Insurance Company at **1-800-362-0000** or email them at CLclaimsreports@libertymutual.com to report the injury. Access the Workers' Compensation Claim Kit, sent to you by the Program Administrator, which contains forms to be completed by employee and employer, as well as accident reporting guidelines. Have the following items ready when reporting the claim:

- SEWUP Workers' Compensation Policy Number (Provided at time of enrollment)
- SEWUP Site Location Code

Medical Provider Network (MPN)

Liberty Mutual Insurance, the Statewide Educational Wrap Up Program's insurance carrier, has implemented the following Medical Provider Network (MPN):

Liberty Mutual Insurance MPN

The above MPN is to be utilized for the medical treatment of injured employees, unless the employee has pre-designated their medical provider prior to the date of loss. In emergency situations, it is always recommended that the injured worker be treated at an emergency medical facility first, and then sent to a physician in the Medical Provider Network (MPN).

MPN Regulations & Guidelines:

- California MPN rules and regulations require that the injured worker must receive the Full Written MPN Notification when an injury is reported, or at the time of injury. The English version is given to English speaking employees and the Spanish version is given to Spanish speaking employees. The Full Written MPN Notification must also be given to the injured worker when changing to and transferring open claims to the Gallagher Bassett Platinum MPN.
- The MPN regulations are silent about Employee Acknowledgement Letters. As an employer, you have the right to use acknowledgement letters for your employees to sign when you give your employee the Full Written MPN Notification.
- An MPN Panel Card shall be posted at SEWUP Project Jobsite, Displaying the Name, Address and a Map of Designated Medical Clinic close to the jobsite.
- **For locating participating medical providers** within the Liberty Mutual Insurance MPN, use your Internet Browser to access the below website, which will provide links for locating a medical provider within the network by specialty and by location,

<https://lmi.co/LMnetworks>

State Required Workers' Compensation Forms

The Labor Code requires that an employee report any injury immediately to the employer. There are essential requirements for both the employer and employee to perform, once the injury has actually been reported.

The Labor Code provides for possible penalties to be assessed if the following time lines are not met:

- Provision of the Employee Claim Form, DWC-1; report within one (1) working day of the employer's knowledge of a disability or injury beyond first aid. Each employer is responsible for providing this form to an injured employee. Should the employee not be available for hand delivery, mail the DWC-1 to the employee at their home address.
- Provision of the Employer's Report of Injury, Form 5020; report, within five (5) days of knowledge, every occupational injury or illness which results in lost time beyond the date of the incident, or requires medical treatment at a medical facility. In addition, every serious illness/injury or death must be reported immediately by telephone or fax to the nearest office of the California Division of Occupational Safety and Health.

7.2 General Liability Claim Reporting

Contractors/Subcontractor must immediately report all known or suspected First Party, Third Party or Pollution Liability incidents occurring at the Project Site involving bodily injury, death, or any damage to property to the following:

- Keenan & Associates - **1-310-212-0363 x.2011**. Have the following information ready when reporting claim
 - SEWUP **General Liability Policy Number**
 - SEWUP **Site Location Code**
- Program Administrator (SEWUP) – Email: SEWUP@keenan.com, Phone: (800) 654-8102 or Fax: (310) 787-8838. Notice of Occurrence - Accident/Incident Report may be email or faxed.

Note:

Always take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.

7.3 Builder's Risk Claim Reporting

Contractors/Subcontractors must immediately report all property damage to your work or work of any other Contractor/Subcontractor at the Project Site, to the following:

- Ace USA Property Claims – Email: Propertyfirstnotices@acegroup.com, Phone: (800) 433-0385, or Fax: (302) 467-7855
- Program Administrator (SEWUP) – Email: SEWUP@keenan.com, Phone: (800) 654-8102 or Fax: (310) 787-8838

Note:

Always take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.

7.3 Contractor's Pollution Liability Claim Reporting

Contractors/Subcontractors must immediately report all third party accidents related to a known or suspected pollution incident at the Project Site involving bodily injury, death, or any damage to property to the following:

- Program Administrator (SEWUP) – Email: SEWUP@keenan.com, Phone: (800) 654-8102 or Fax: (310) 787-8838

7.4 Automobile Claim Reporting

NO coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Contractor and Subcontractor to report claims involving their automobiles to their own insurance carrier.

7.5 Instructions and Procedures – Litigation Papers, Legal Documents, etc.

If your firm is served with a lawsuit arising out of your involvement with the Owner's Project, or if receipt of litigation papers or legal documents is your first notice of a claim, forward to the following:

- Program Administrator (SEWUP) – Email: SEWUP@keenan.com, Phone: (800) 654-8102 or Fax: (310) 787-8838

7.6 Investigation Assistance/Confirmation of Claim Receipt

All Contractors/Subcontractors will assist in the investigation of any accident or occurrence involving injury to persons or property. All Contractors/Subcontractors must cooperate with the companies

involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

Upon receipt of the claim or incident from the Contractor, the respective OCIP insurance carrier will send a claims acknowledgment letter with the assigned claims file number. Always cooperate with the Owner or the OCIP insurer representatives in the accident investigation.

8.0 Required Project Forms

- **8.1 First Report of Injury (5020)**
- **8.2 Workers' Compensation Claim Form (DWC-1)**
- **8.3 Notice of Occurrence - Accident/Incident Report – General Liability, Pollution, Builders Risk**

8.1 First Report of Injury (5020)

District Name: _____

Project Name: _____

State of California EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS		PLEASE COMPLETE (TYPE, IF POSSIBLE). MAIL TWO COPIES TO:		OSHA CASE NO.				
				<input type="checkbox"/> FATALITY				
Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers compensation benefits or payments of guilty of a felony.		NOTICE: California law requires employers to report within five days of knowledge every occupational injury or illness which results in lost time beyond the date of the incident OR requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within five days of knowledge an amended report indicating death. In addition, every serious illness/injury or death must be reported immediately by telephone or telegraph to the nearest office of the California Division of Occupational Safety and Health						
E M P L O Y E R	1. FIRM NAME			1A. POLICY NUMBER		DO NOT USE THIS COLUMN		
	2. MAILING ADDRESS (Number and Street, City, ZIP)			2A. PHONE NUMBER		Case No.		
	3. LOCATION, IF DIFFERENT FROM MAILING ADDRESS (Number and Street, City, ZIP)			3A. LOCATION CODE		Ownership		
	4. NATURE OF BUSINESS, e.g., painting contractor, wholesale grocer, sawmill, hotel, etc.			5. STATE UNEMPLOYMENT INSURANCE ACCT NUMBER		Industry		
	6. TYPE OF EMPLOYER <input type="checkbox"/> PRIVATE <input type="checkbox"/> STATE <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> SCHOOL DIST. <input type="checkbox"/> OTHER GOV. - SPECIFY _____					Occupation		
	7. EMPLOYEE NAME			8. SOCIAL SECURITY NUMBER		9. DATE OF BIRTH (mm dd yy)	Sex	
E M P L O Y E E	10. HOME ADDRESS (Number and Street, City, ZIP)			10A. PHONE NUMBER		Age		
	11. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE		12. OCCUPATION (Regular job title - NO initials, abbreviations or numbers)		13. DATE OF HIRE (mm dd yy)		Daily Hours	
	14. EMPLOYEE USUALLY WORKS _____ hours per day _____ days per week _____ total wkly. hrs		14A. EMPLOYMENT STATUS (check applicable status at time of injury) regular full-time _____ part time _____ temp. _____ seasonal _____		14B. Under what class code of your policy were wages assigned		Days/week	
	15. GROSS WAGES/SALARY \$ _____ PER _____		16. OTHER PAYMENTS NOT REPORTED AS WAGES/Salary (e.g., tips, meals, lodging, overtime, bonuses, etc.)? <input type="checkbox"/> YES \$ _____ PER _____ <input type="checkbox"/> NO				Weekly Hours	
	17. DATE OF INJURY OR ONSET OF ILLNESS (mm dd yy)		18. TIME INJURY ILLNESS OCCURRED A.M. P.M.		19. TIME EMPLOYEE BEGAN WORK A.M. P.M.		20. IF EMPLOYEE DIED, DATE OF DEATH (mm dd yy)	Weekly Wage
21. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY <input type="checkbox"/> YES <input type="checkbox"/> NO		22. DATE LAST WORKED (mm dd yy)		23. DATE RETURNED TO WORK (mm dd yy)		24. IF STILL OFF WORK CHECK THIS BOX <input type="checkbox"/>		County
25. PAID FULL WAGES FOR DAY OF INJURY OR LAST DAY WORKED <input type="checkbox"/> YES <input type="checkbox"/> NO		26. SALARY BEING CONT'D? <input type="checkbox"/> YES <input type="checkbox"/> NO		27. DATE OF EMPLOYER'S KNOWLEDGE NOTICE OF INJURY/ILLNESS (mm dd yy)		28. DATE EMPLOYEE WAS PROVIDED EMPLOYEE CLAIM FORM (mm dd yy)		Nature of Injury
I N J U R Y O R I L L N E S S	29. SPECIFIC INJURY/ILLNESS AND PART OF BODY AFFECTED, MEDICAL DIAGNOSIS, if available, e.g., second degree burns on right arm, tendonitis of left elbow, lead poisoning			Part of Body				
	30. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Number and Street, City)			30A. COUNTY		30B. ON EMPLOYER'S PREMISES <input type="checkbox"/> YES <input type="checkbox"/> NO		Source
	31. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g. shipping department, machine shop.			32. OTHER WORKERS INJURED/ ILL IN THIS EVENT? <input type="checkbox"/> YES <input type="checkbox"/> NO				Event
	33. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g., acetylene, welding torch, farm tractor, scaffold							Sec. Source
	34. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g., welding seams of metal forms, loading boxes into truck							Extent of Injury
	35. HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS (e.g., worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld and burned right hand). USE SEPARATE SHEET IF NECESSARY							
36. NAME AND ADDRESS OF PHYSICIAN (Number and Street, City, ZIP)					36A. PHONE NUMBER			
37. IF HOSPITALIZED AS AN INPATIENT, NAME AND ADDRESS OF HOSPITAL (Number and Street, City, ZIP)					37A. PHONE NUMBER			
COMPLETED BY (type or print)		SIGNATURE		TITLE		DATE		

8.2 Workers' Compensation Claim Form (DWC-1)

Formulario de Reclamo de Compensación para Trabajadores (DWC 1) y Notificación de Posible Elegibilidad

If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Attached is the form for filing a workers' compensation claim with your employer. **You should read all of the information below.** Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If required you will be notified by the claims administrator, who is responsible for handling your claim, about your eligibility for benefits.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Your employer will then complete the "Employer" section, give you a dated copy, keep one copy and send one to the claims administrator. Benefits can't start until the claims administrator knows of the injury, so complete the form as soon as possible.

Medical Care: Your claims administrator will pay all reasonable and necessary medical care for your work injury or illness. Medical benefits may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, and medicines. Your claims administrator will pay the costs directly so you should never see a bill. For injuries occurring on or after 1/1/04, there is a limit on some medical services.

The Primary Treating Physician (PTP) is the doctor with the overall responsibility for treatment of your injury or illness. Generally your employer selects the PTP you will see for the first 30 days, however, in specified conditions, you may be treated by your pre-designated doctor. If a doctor says you still need treatment after 30 days, you may be able to switch to the doctor of your choice. Special rules apply if your employer offers a Health Care Organization (HCO) or after 1/1/05, has a medical provider network. Contact your employer for more information. If your employer has not put up a poster describing your rights to workers' compensation, you may choose your own doctor immediately.

Within one working day after an employee files a claim form, the employer shall authorize the provision of all treatment, consistent with the applicable treating guidelines, for the alleged injury and shall continue to provide treatment until the date that liability for the claim is accepted or rejected. Until the date the claim is accepted or rejected, liability for medical treatment shall be limited to ten thousand dollars (\$10,000).

Disclosure of Medical Records: After you make a claim for workers' compensation benefits, your medical records will not have the same privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

Payment for Temporary Disability (Lost Wages): If you can't work while you are recovering from a job injury or illness, you will receive temporary disability payments. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

Si Ud. se lesiona o se enferma, ya sea física o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación para trabajadores. Se adjunta el formulario para presentar un reclamo de compensación para trabajadores con su empleador. **Ud. debe leer toda la información a continuación.** Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de éstos, que se enumeran, dependiendo de la índole de su reclamo. Si se requiere, el/la administrador(a) de reclamos, quien es responsable del manejo de su reclamo, le notificará a usted, lo referente a su elegibilidad para beneficios.

Para presentar un reclamo, complete la sección del formulario designada para el "Empleado", guarde una copia, y déle el resto a su empleador. Entonces, su empleador completará la sección designada para el "Empleador", le dará a Ud. una copia fechada, guardará una copia, y enviará una al/la administrador(a) de reclamos. Los beneficios no pueden comenzar hasta, que el/la administrador(a) de reclamos se entere de la lesión, así que complete el formulario lo antes posible.

Atención Médica: Su administrador(a) de reclamos pagará toda la atención médica razonable y necesaria, para su lesión o enfermedad relacionada con el trabajo. Es posible que los beneficios médicos incluyan el tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio y las medicinas. Su administrador(a) de reclamos pagará directamente los costos, de manera que usted nunca verá un cobro. Para lesiones que ocurren en o después de 1/1/04, hay un límite de visitas para ciertos servicios médicos.

El Médico Primario que le Atiende-Primary Treating Physician **PTP** es el médico con toda la responsabilidad para dar el tratamiento para su lesión o enfermedad. Generalmente, su empleador selecciona al PTP que Ud. Verá durante los primeros 30 días. Sin embargo, en condiciones específicas, es posible que usted pueda ser tratado por su médico pre-designado. Si el doctor dice que usted aún necesita tratamiento después de 30 días, es posible que Ud. pueda cambiar al médico de su preferencia. Hay reglas especiales que son aplicables cuando su empleador ofrece una Organización del Cuidado Médico (HCO) o después de 1/1/05 tiene un Sistema de Proveedores de Atención Médica. Hable con su empleador para más información. Si su empleador no ha colocado un poster describiendo sus derechos para la compensación para trabajadores, Ud. puede seleccionar a su propio médico inmediatamente.

El empleador autorizará todo tratamiento médico consistente con las directivas de tratamiento aplicables a la lesión o enfermedad, durante el primer día laboral después que el empleado efectúa un reclamo para beneficios de compensación, y continuará proveyendo este tratamiento hasta la fecha en que el reclamo sea aceptado o rechazado. Hasta la fecha en que el reclamo sea aceptado o rechazado, el tratamiento médico será limitado a diez mil dólares (\$10,000).

Divulgación de Expedientes Médicos: Después de que Ud. presente un reclamo para beneficios de compensación para los trabajadores, sus expedientes médicos no tendrán la misma privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un(a) juez de compensación para trabajadores posiblemente decida qué expedientes se revelarán. Si Ud. Solicita privacidad, es posible que el/la juez "selle" (mantenga privados) ciertos expedientes médicos.

Pago por Incapacidad Temporal (Sueldos Perdidos): Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. recibirá pagos por incapacidad temporal. Es posible que estos pagos cambien o paren, cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de impuestos. Los pagos por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres



Return to Work: To help you to return to work as soon as possible, you should actively communicate with your treating doctor, claims administrator, and employer about the kinds of work you can do while recovering. They may coordinate efforts to return you to modified duty or other work that is medically appropriate. This modified or other duty may be temporary or may be extended depending on the nature of your injury or illness.

Payment for Permanent Disability: If a doctor says your injury or illness results in a permanent disability, you may receive additional payments. The amount will depend on the type of injury, your age, occupation, and date of injury.

Vocational Rehabilitation (VR): If a doctor says your injury or illness prevents you from returning to the same type of job and your employer doesn't offer modified or alternative work, you may qualify for VR. If you qualify, your claims administrator will pay the costs, up to a maximum set by state law. VR is a benefit for injuries that occurred prior to 2004.

Supplemental Job Displacement Benefit (SJDB): If you do not return to work within 60 days after your temporary disability ends, and your employer does not offer modified or alternative work, you may qualify for a nontransferable voucher payable to a school for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law based on your percentage of permanent disability. SJDB is a benefit for injuries occurring on or after 1/1/04.

Death Benefits: If the injury or illness causes death, payments may be made to relatives or household members who were financially dependent on the deceased worker.

It is illegal for your employer to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) benefits. Call State Employment Development Department at (800) 480-3287.

You can obtain free information from an information and assistance officer of the State Division of Workers' Compensation, or you can hear recorded information and a list of local offices by calling **(800) 736-7401**. You may also go to the DWC web site at **www.dir.ca.gov**. Link to Workers' Compensation.

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at **www.californiaspecialist.org**.

is en que Ud. no trabaje, a menos que Ud. sea hospitalizado(a) de che, o no pueda trabajar durante más de 14 días.

Regreso al Trabajo: Para ayudarle a regresar a trabajar lo antes posible, Ud. debe comunicarse de manera activa con el médico que le atiende, el/la administrador(a) de reclamos y el empleador, con respecto a las clases de trabajo que Ud. puede hacer mientras se recupera. Es posible que ellos coordinen esfuerzos para regresarle a un trabajo modificado, o a otro trabajo, que sea apropiado desde el punto de vista médico. Este trabajo modificado, u otro trabajo, podría extenderse o no temporalmente, dependiendo de la índole de su lesión o enfermedad.

Pago por Incapacidad Permanente: Si el doctor dice que su lesión o enfermedad resulta en una incapacidad permanente, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, su edad, su ocupación y la fecha de la lesión.

Rehabilitación Vocacional: Si el doctor dice que su lesión o enfermedad no le permite regresar a la misma clase de trabajo, y su empleador no le ofrece trabajo modificado o alternativo, es posible que usted reúna los requisitos para rehabilitación vocacional. Si Ud. reúne los requisitos, su administrador(a) de reclamos pagará los costos, hasta un máximo establecido por las leyes estatales. Este es un beneficio para lesiones que ocurrieron antes de 2004.

Beneficio Suplementario por Desplazamiento de Trabajo: Si Ud. No vuelve al trabajo en un plazo de 60 días después que los pagos por incapacidad temporal terminan, y su empleador no ofrece un trabajo modificado o alternativo, es posible que usted reúna los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un Nuevo entrenamiento y/o mejorar su habilidad. Si Ud. reúne los requisitos, el administrador(a) de reclamos pagará los costos hasta un máximo establecido por las leyes estatales basado en su porcentaje del incapacidad permanente. Este es un beneficio para lesiones que ocurren en o después de 1/1/04.

Beneficios por Muerte: Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a los parientes o a las personas que vivan en el hogar, que dependían económicamente del/de la trabajador(a) difunto(a).

Es ilegal que su empleador le castigue o despida, por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por atestiguar en el caso de compensación para trabajadores de otra persona. (El Código Laboral sección 132a). Si es probado, puede ser que usted reciba pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios, y gastos hasta un límite establecido por el estado. Ud. tiene derecho a estar en desacuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su administrador(a) de reclamos, para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios de Seguro Estatal de Incapacidad (SDI). Llame al Departamento Estatal del Desarrollo del Empleo (EDD) al (800) 480-3287.

Ud. puede obtener información gratis, de un oficial de información y asistencia, de la División estatal de Compensación al Trabajador (*Division of Workers' Compensation - DWC*), o puede escuchar información grabada, así como una lista de oficinas locales, llamando al **(800) 736-7401**. Ud. también puede ir al sitio electrónico en el Internet de la DWC en **www.dir.ca.gov**. Enlázese a la sección de Compensación para Trabajadores.

Ud. puede consultar con un(a) abogado(a). La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un(a) abogado(a), sus honorarios se tomarán de sus beneficios. Para obtener nombres de abogados de compensación para trabajadores, llame a la Asociación Estatal de Abogados de California (*State Bar*) al (415) 538-2120, ó vaya a su sitio electrónico en el Internet en **www.californiaspecialist.org**.

WORKERS COMPENSATION CLAIM FORM (DWC 1)

Employee: Complete the "Employee" section and give the form to your employer. Keep a copy and mark it "Employee's Temporary Receipt" until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at (800) 736-7401. An explanation of workers' compensation benefits is included as the cover sheet of this form.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

**DIVISION DE COMPENSACIÓN AL TRABAJADOR
PETITION DEL EMPLEADO PARA DE
COMPENSACIÓN DEL TRABAJADOR (DWC 1)**

Empleado: Complete la sección "Empleado" y entregue la forma a su empleador. Quédese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la División de Compensación al Trabajador al (800) 736-7401 para oír información grabada. En la hoja cubierta de esta forma esta la explicación de los beneficios de compensación al trabajador.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonia".

Employee—complete this section and see note above. Empleado—complete esta sección y note la notación arriba.

1. Name. *Nombre.* _____ Today's Date. *Fecha de Hoy.* _____
2. Home Address. *Dirección Residencial.* _____
3. City. *Ciudad.* _____ State. *Estado.* _____ Zip. *Código Postal.* _____
4. Date of Injury. *Fecha de la lesión (accidente).* _____ Time of Injury. *Hora en que ocurrió.* _____ a.m. _____ p.m.
5. Address and description of where injury happened. *Dirección/lugar dónde ocurrió el accidente.* _____
6. Describe injury and part of body affected. *Describe la lesión y parte del cuerpo afectada.* _____
7. Social Security Number. *Número de Seguro Social del Empleado.* _____
8. Signature of employee. *Firma del empleado.* _____

Employer—complete this section and see note below. Empleador—complete esta sección y note la notación abajo.

9. Name of employer. *Nombre del empleador.* _____
10. Address. *Dirección.* _____
11. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente.* _____
12. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición.* _____
13. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador.* _____
14. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia administradora de seguros.* _____
15. Insurance Policy Number. *El número de la póliza de Seguro.* _____
16. Signature of employer representative. *Firma del representante del empleador.* _____
17. Title. *Título.* _____ 18. Telephone. *Teléfono.* _____

Employer: You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within **one working day** of receipt of the form from the employee.

Empleador: Se requiere que Ud. feche esta forma y que propéa copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de **un día hábil** desde el momento de haber sido recibida la forma del empleado.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Employer copy
<i>Copia del Empleador</i> | <input type="checkbox"/> Employee copy
<i>Copia del Empleado</i> | <input type="checkbox"/> Claims Administrator
<i>Administrador de Reclamos</i> | <input type="checkbox"/> Temporary Receipt/
<i>Recibo del Empleado</i> |
|--|---|---|---|

8.3 Notice of Occurrence - Accident/Incident Report – General Liability, Pollution, Builders Risk



Notice of Occurrence ACCIDENT / INCIDENT REPORT – GENERAL LIABILITY/POLLUTION/BUILDERS RISK

Keenan & Associates 2355
Crenshaw Blvd. Torrance, CA 90501
www.SEWUP.ORG
Licence No. 0451271

Date:		
Contact:	Project Location Code:	Date of Loss & Time: <input type="checkbox"/> AM
Phone:		<input type="checkbox"/> PM
Cell:	Carrier:	NAIC Code:
Fax:	Policy No.:	Client ID No.:
Email:		

School District

Name of Insured:		Insured's Mailing Address:	
Contact Name:	Title:		
Primary Phone: <input type="checkbox"/> Bus <input type="checkbox"/> Cell	Secondary Phone: <input type="checkbox"/> Bus <input type="checkbox"/> Cell	Primary Email:	Secondary Email:

Contractor

Name of Insured:		Insured's Mailing Address:	
Contact Name:	Title:		
Primary Phone: <input type="checkbox"/> Bus <input type="checkbox"/> Cell	Secondary Phone: <input type="checkbox"/> Bus <input type="checkbox"/> Cell	Primary E-mail:	Secondary E-mail:

Occurrence

Location of Occurrence / Address (Describe Location if No Specific Address):	Police or Fire Dept. Contacted?
	Report No.:
Description of Occurrence:	

Property

Premise: Claimant (1) is: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Insured Party	Premise: Claimant (2) is: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Insured Party
Type of Damage:	Type of Damage:
Damaged Party (1) Name & Address (If not insured):	Damaged Party (2) Name & Address (If not insured):
Primary Phone: <input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell	Primary Phone: <input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell
Secondary Phone: <input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell	Secondary Phone: <input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell
Primary Email:	Primary Email:
Secondary Email:	Secondary Email:
Location of Property for Inspection:	Location of Property for Inspection:

Injured Party

Damaged Party (1) Name & Address (If not insured):			Damaged Party (2) Name & Address (If not insured):		
Primary Phone:	<input type="checkbox"/> Home	<input type="checkbox"/> Bus	<input type="checkbox"/> Cell	Primary Phone:	<input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell
Secondary Phone:	<input type="checkbox"/> Home	<input type="checkbox"/> Bus	<input type="checkbox"/> Cell	Secondary Phone:	<input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell
Primary E-mail:			Primary E-mail:		
Secondary E-mail:			Secondary E-mail:		
Age:	Sex:	Occupation:		Age:	Sex: <input type="checkbox"/> Occupation:
Where Taken:			Where Taken:		
Describe Injury:			Describe Injury:		
What Was Injured Doing:			What Was Injured Doing:		

Witnesses

Damaged Party (1) Name & Address (If not insured):			Damaged Party (2) Name & Address (If not insured):		
Primary Phone:	<input type="checkbox"/> Home	<input type="checkbox"/> Bus	<input type="checkbox"/> Cell	Primary Phone:	<input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell
Secondary Phone:	<input type="checkbox"/> Home	<input type="checkbox"/> Bus	<input type="checkbox"/> Cell	Secondary Phone:	<input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell
Primary E-mail:			Primary E-mail:		
Secondary E-mail:			Secondary E-mail:		

Remarks

Reported By:		Reported To:	
--------------	--	--------------	--

9.0 Frequency Asked Questions (FAQs)

An Owner Controlled Insurance Program (OCIP) Through The Statewide Educational Wrap Up Program (SEWUP)

1. Who is insured under an Owner Controlled Insurance Program?

The Owner and all enrolled Contractors and their enrolled Subcontractors of any tier who perform operations at the Project Site described in the Contract Documents are insured under the OCIP.

2. Who is managing the Owner Controlled Insurance Program?

Keenan & Associates is the Program Administrator for this Owner Controlled Insurance Program, otherwise known as Statewide Educational Wrap Up Program (SEWUP).

3. Is Project Site Defined?

Yes. Project Site is on file with the insurance company, as described in the applicable Contract Documents.

4. What insurance is provided to Contractors/Subcontractors under the Owner Controlled Insurance Program (OCIP)?

The Owner has agreed to procure the following insurance:

- a. Workers' Compensation and Employer's Liability
- b. General Liability Insurance for Personal Injury, Bodily Injury and Property Damage Liability
- c. Builder's Risk
- d. Contractor's Pollution Liability (course of construction only)

5. Does the OCIP cover any contractor's equipment?

No. Contractors and Subcontractors must maintain this coverage.

6. Are there other types of insurance normally purchased by Contractors, which are not included?

Yes. Examples are:

- a. Bonds, if required by contract
- b. Contractor's Automobile Liability and Physical Damage Insurance
- c. Contractor's Equipment Floater

7. Does the Contractor/Subcontractor insured under the OCIP have to provide evidence of insurance?

Yes. The contract requires that, prior to commencement of on-site activities; each Contractor/Subcontractor shall furnish a Certificates of Insurance evidencing coverage for:

- a. Workers' Compensation
- b. General Liability

Certificates of Insurance and Additional Named Insured Endorsements, specifically naming the Owner, are also required for:

- a. Automobile Liability
- b. Any other required coverages outlined in the Contract and the Project Insurance Manual.

8. How is the Contractor/Subcontractor's bid to be submitted?

The Contractor/Subcontractor needs to submit their bid excluding certain insurance costs, as outlined in the Contract. Change Orders also need to be submitted without insurance costs.

9. When will the Contractor/Subcontractor receive a Certificate of Insurance insuring them under the OCIP?

Eligible Contractors/Subcontractors awarded a contract will be furnished a Certificate of Insurance upon Program Administrator's review and acceptance of the Contract Enrollment via Wrap Portal.

10. Will all Contractors/Subcontractors receive information concerning their loss experience?

This information is available, upon request, from the Program Administrator.

11. How long are the policies kept in-force for the Contractor/Subcontractor?

The policy periods commence on the date of "Award" and terminate as defined in the Contract Documents. The only extension is for General Liability "Completed Operations" which is for ten (10) years after Notice of Completion filed by the District.

12. Does the OCIP provide coverage for truckers, vendors and suppliers?

No. Contractors/Subcontractors, whose sole duties are as truckers, vendors, or suppliers are not included in the program. If contracted with an on-site installer, vendors and/or suppliers should be enrolled in the OCIP for General Liability only, as it pertains to the contractual relationship of the installer's on-site work.

13. Are all Contractors/Subcontractors, of any tier, required to complete their own OCIP enrollment, before they will be allowed to begin job site activity?

All Contractors/Subcontractors, regardless of tier, must complete a Contract Enrollment via Wrap Portal, prior to commencement of on-site activities. Upon acceptance by the OCIP Administrator, each Contractor/Subcontractor will receive an enrollment confirmation packet, which includes a Certificate of Insurance evidencing the OCIP coverages.

14. What document do I use to show my Agent/Broker and Insurer that I'm covered under the OCIP?

All contractors enrolled under the OCIP program receive individual workers' compensation policies and Certificates of Insurance evidencing coverage under the OCIP program.

Workers' Compensation and Employers' Liability Insurance Questions

1. What insurance company writes the Workers' Compensation and Employer's Liability coverage?

Liberty Mutual Insurance Company.

2. What is the coverage term?

The coverage term for each Contractor/Subcontractor will coincide with the Start Date provided at OCIP enrollment. OCIP Workers' Compensation policies are renewed each year until receipt of OCIP Contractor's Completion Notice.

3. How will the Contractor/Subcontractor's payroll be classified?

Insurance Company will classify payrolls in accordance with California law under the Workers' Compensation Insurance Rating Bureau regulations, classifications, rates and rating plans. The Monthly Project Site Payroll Form will be used for Contractors/Subcontractors' monthly payroll submissions.

4. Will Program Administrator inspect the job and make recommendations regarding loss control and safety?

Yes. The Program Administrator will conduct periodic loss control surveys on behalf of the Owner. These surveys will focus on evaluating the contractors' efforts to control Workers' Compensation, General Liability, and Builders Risk exposures. These surveys are intended to assist contractors in identifying these exposures and take the appropriate actions to minimize the likelihood of loss.

5. Will there be other people who will make job site inspections?

Yes. The insurance company's Risk Engineer may conduct periodic site inspections to verify compliance with State requirements. State, City and Federal inspectors may also make inspections.

General Liability Insurance for Personal Injury, Bodily Injury and Property Damage Liability Questions

What insurance company writes the Personal Injury, Bodily Injury, and Property Damage Liability coverage? Lloyds of London.

Is Completed Operations coverage provided beyond acceptance of the work performed under the Contract?

Yes. The extension for General Liability "completed operations" is for ten (10) years after Notice of Completion is filed by the Owner, or date Occupancy is taken.

10.0 Known Policy Exclusions

Workers Compensation

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

General Liability

Aircraft, Auto or Watercraft
Asbestos
Certain Exclusions To Medical Payments Coverage
Certain Exclusions To Personal and Advertising Injury Liability
Certified Acts of Terrorism
Contractual Liability (Limited Coverage Provided)
Employers Liability
Employment Related Practices
Expected or Intended Injury
Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"
Fungi Or Bacteria
Lead
Mobile Equipment
Nuclear
Personal and Advertising Bodily Injury
Pollution
Prior Continuous, or Progressively Deteriorating Injury or Damage
Professional Liability

Recall of Products, Work Or Impaired Property
Silica or Silica Mixed Dust
Violation of Statutes Governing Collecting, Transmitting Information
Violation of Statutes Governing Email, Fax, Phone Calls
War
Workers Compensation and Similar Laws

Builders Risk

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

War and Military Action

Contractors Pollution Liability

Auto, Aircraft, Vessel Or Rolling Stock

Claims Between Certain Insured's

Contractual Liability

Damage To Property

Disposal Sites

Employment Related Practices

Fines, Penalties, and Treble Damages

Owner Hazardous Materials Facility

Intentional Acts

Nuclear

Other Entities

Pre-Existing Conditions

Products

Related Entities and Individuals

Transportation Of Pollutants

War

Workers Compensation and Similar Laws

ADDENDUM 04
DOCUMENT 00 7300
SUPPLEMENTAL GENERAL CONDITIONS

1.01 GENERAL

- A. The conditions hereinafter specified shall apply to the performance of the Work of this project, the Contractor awarded the Work of the Project and all Subcontractors and Suppliers contracted or hired for the work of this Project and any other contractors the District may choose to hire for this Project.
- B. All conditions set forth in Document 00 7200 - General Conditions, or any other portion of the Contract Documents, shall apply to the fullest extent except where they are in conflict with these Supplemental Conditions. In the event of such conflict, these Supplemental Conditions shall take precedence.
- C. Governing Codes: Title 24, C.C.R.: A copy of Part I through Part V of California Title 24 shall be kept on the jobsite in the office of the Contractor's Project Superintendent.
- D. All work performed under this contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction for this classification of construction and design. These rules and regulations include California Code of Regulations, Title 24 and the latest edition of the National Electric Code.
- E. Work shall not begin before nor more than one year after Division of State Architect (DSA) approval of plans and specifications per Title 24, Part I, Article 5, Section 4-330.
- F. The School District shall have a DSA approved project inspector of record per Title 24, Part I, Article 5, Section 4-333. This inspector shall inspect every part of the work and shall make other notifications per Title 24, Part I, Section 4-342.
- G. All required tests and inspections necessary to comply with statutory requirements shall be paid for by the District and reports shall be forwarded to DSA, the Architect, the Contractor and the Inspector of Record in accordance with Title 24, Part I, Section 4-335.
- H. Semimonthly reports shall be submitted by the Inspector of Record to the Architect per Title 24, Part I, Section 4-337.
- I. No changes or alterations of the approved plans and specifications shall be made without a DSA approved Construction Change Document in accordance with Title 24, Part I, Sections 4-343(c) and 4-336. All Addenda, change orders shall be approved by DSA per Section 4-338 (a). Any modification to DSA approved plans and specifications that affect structural safety, fire and life safety, access compliance or energy (as applicable) shall be submitted to the Division of State Architect for review and approval.
- J. Supervision shall be performed by DSA in accordance with Title 24, Part I, Section 4-334.

K. Contractor(s) shall be required to submit regular and final Verified Report form DSA 6, current version. Contractor to provide copies of each submitted Verified Report to the Architect and the Division of State Architect. The duties of the Contractor under this contract shall be as enumerated in Part I, Title 24, C.C.R., Section 4-343.

L. Deferred approval items are indicated on the drawings. These items cannot be fabricated prior to DSA approval. Submission to DSA will not be permitted without prior approval of Architect. Contractor is hereby notified that it has the express responsibility for submission of shop drawings, submittals, product data and samples to DSA, as well as responsibility for obtaining DSA approval of deferred approval item.

M. Weekly job foreman / job superintendent meetings will be conducted by the Contractor to coordinate on-going construction issues. The Contractor shall require each subcontractor shall cause its designated job foreman or job superintendent to attend each coordination meeting, as scheduled by the Contractor.

N. The Contractor shall attend progress meetings as scheduled by the Architect for discussion of issues of administrative or design consideration with the District's Representative(s), the Inspector of Record and the Architect. The Contractor shall cause its project manager or project administrator to attend each progress meeting.

O. Division 1 of the Specifications further defines the intent of the General and Supplemental Conditions with respect to but not limited to: Summary of Work, Administrative Procedures, Definitions, Reference Standards, Quality Control, Temporary Facilities and Controls, Temporary Signage, Project Closeout. The requirements of Division 1 complement those of the Supplemental and General Conditions.

P. DSA is not subject to arbitration.

1.02 TESTING

A. To assist the District in the process of obtaining qualified and responsive quotations for testing and inspection services for the Project, Contractor shall submit with Contractor's baseline schedule, a schedule of required inspections and tests which includes the following information as a minimum:

- 1) Name of Special Inspection or Test;
- 2) Quantity or frequency of Special Inspections or Tests;
- 3) Projected Dates upon which Special Inspections and Tests are required.

B. The Contractor(s) shall furnish said schedule of required inspections and tests, based on the requirements of the Contract Documents, local regulatory codes and the Contractor's expertise in its field, at the same time required for submission of Contractor's Baseline Schedule in accordance with specification Section 01 3200. The District will provide all submitted schedules to the Testing Agency in accord with governing codes. The Contractor hereby acknowledges and agrees that, in the event additional testing and inspection costs are incurred due to failure of initial tests, cost for same shall be reimbursed to the Owner by the Contractor.

C. Testing will be performed by the Owner's Testing Agency in accordance with Title 24, Part I Section 4-335.

D. Special Inspection will be performed by the Owner's Testing Agency in accordance with Title 24, Part I Section 4-333 (c).

1.03 SURVEYING, LINES AND GRADES

A. Each Contractor awarded Work for this Project shall provide all necessary surveying, layout, lines and grades required for the proper location of the Work.

B. Contractor agrees to provide any and all false-work, templates, batter-boards and other such structures or devices necessary to provide for the Contractor's layout, lines and grades. Work installed in an incorrect location or elevation shall be removed and re-installed at the expense of the Contractor.

1.04 FIRE MARSHAL REQUIREMENTS

A. Contractors must provide and maintain safe access for emergency vehicle traffic in accord with local fire marshal regulations.

1.05 CONTRACT DOCUMENTS

A. The Owner will provide Initial Reprographic Costs requisite to provide the Contractor with at least two full sets of Contract Documents including any Addenda issued prior to Bid Submission Date. Contractors interested in additional sets may purchase them from the Printing Firm where the Contract Documents are on file at actual cost of reproduction.

B. Electronic copies of Contract Documents will be made available as described below.

C. No "conformed" sets of Contract Documents will be made available. The Contractor is responsible for reviewing and incorporating all addendum changes into the Contract Documents used by him for construction. All sums necessary for performance of this work shall be included in the Bid Proposal.

D. No reduced-size sets of Contract Documents will be made available.

E. Documents Valid at Full Size Only in Original Formats:

1. The Drawings, Specifications, or other documents prepared or supplied by Quattrocchi Kwok Architects for this project were prepared and intended to be prepared for viewing and use at the full original document sizes of 42 by 30 inches, 36 by 24 inches, 17 by 11 inches, and 8.5 by 11 inches, and that specifically, the line types / thicknesses, hatch patterns, textures, typeface designs, font sizes and any and all other forms of written or graphic communications and formats included therein were selected specifically by the authors of the documents to be read only at the full original document size.
2. Modifications such as enlargement, reduction, automated conversion, scanning and/or translation, or transition of information and data from the system and format used by Quattrocchi Kwok Architects to an alternate size, whether enlarged or reduced, or to another system format such as scanning to electronic format or media may result in the introduction of inexactitudes, anomalies and errors.
3. Modification of any of the Drawings, Specifications, or other documents or data prepared or supplied by Quattrocchi Kwok Architects, denotes assumption of all responsibility and risk for such errors and for the proper use of the modified document(s) by the modifying party.

4. Originals of all Drawings, Specifications or other documents and data prepared for this Project are originals retained by Quattrocchi Kwok Architects, and in whatever medium, shall be referred to and shall govern in the event of any inconsistency between them and any Drawings, Specifications, or other documents and data modified by any party.

F. Electronic Files shall be made available to the Contractor only following receipt of the attached QKA provided Electronic File Release Form signed by authorized representative of the Contractor attesting to agreement with terms of the release form. As stated in by the Electronic Release Form and represent above the files provided are a working product, may not fully conform to the Contract Documents and are utilized by the Contractor at Contractor's sole risk.

G. Contractor shall utilize web-resident data base "PROCORE" administered through the Architect for construction clarifications, modifications and submittal review. Architect will provide required program training and access to Project data base. Further directions in regard to establishment and use of data base is found in corresponding Division 01 General Requirements.

1.06 SUBSTITUTIONS

A. The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality. Architect may consider requests for substitutions of specified equipment, materials, or products and then only when requests are submitted in accordance with the provisions of the Contract Documents governing substitutions, and are received by Architect within the time period therein established. No substitutions will be considered after the date or receipt of the bid or contract award unless there is cause for a substitution which complies in every respect to the provisions of the Contract Documents governing substitutions. Refer to Division 01 Section specifying Product Requirements, for detailed instructions regarding substitution limitations and procedures.

1.07 SCHEDULING

A. Submittal of monthly schedule updates are a condition precedent for processing of each Application for Progress Payment. Refer to the Division 01 Section specifying the Construction Schedule, for detailed instructions regarding scheduling requirements.

1.08 FORCE ACCOUNT PROCEDURES

A. In the event the Contractor is required or authorized to perform work on a force account basis, in accord with the GENERAL CONDITIONS Article titled "Modifications of Contract", the Contractor shall comply with the following reporting requirements:

B. Contractor shall, at the end of each day during which Force Account work is performed, submit a detailed and complete time sheet or time card indicating total labor hours spent and classification, total equipment hours spent and classification, total materials and sales tax, and any other measurable costs associated with the performance of the work. The Contractor shall submit said time sheet to the Owner's Inspector and both parties shall sign the time sheet as evidence that both parties acknowledge and agree to the extent of the work performed. Failure on the part of the Contractor to comply with the foregoing procedures will be cause for the Contractor to forfeit any payment or claim for said Force Account work not signed for. The District and Contractor may, based upon mutual agreement, proceed with Force Account work on a Time and Materials basis, with total cost "not-to-exceed" any quotation tendered for said Force Account item(s).

1.9 DISPUTED WORK PROCEDURES

A. The District may, in case of a disputed work item, direct the Contractor to perform the disputed work at no additional cost to the District, stating its belief that the work is clearly or adequately indicated in the Contract Documents, and therefore may be properly classified as an item for which prices are established in the Contract. In the event the Contractor maintains that the disputed work represents a modification to the Contract, Contractor may pursue reimbursement in accordance with Article titled RESOLUTION OF CONSTRUCTION CLAIMS of the General Conditions.

1.10 CONFLICTS BETWEEN CONTRACTORS

A. Pursuant to Article 25 of the General Conditions, if Contractor is aware of a current or potential conflict between Contractor's work and the work of another Contractor on the site, and is unable to informally resolve the conflict directly with the other Contractor, Contractor shall promptly provide written notice to the District, with a copy to the Architect and the other Contractor, specifying the nature of the conflict, the date upon which the conflict arose, and the steps taken to attempt to resolve the conflict. The District shall issue written instructions to the involved Contractors to address the conflict

B. If Contractor is delayed in proceeding with its work or incurs additional cost, loss, or damage (collectively, "costs") due to another Contractor's negligence, delay, or failure to comply with the Contract or to comply with any written directive from the District or its authorized representatives, Contractor may seek compensation from the responsible Contractor by submitting a written request to the other Contractor, with a copy to the District and Architect, no later than thirty (30) days after the costs have been incurred, explaining the cause for the additional costs and including full documentation of the actual costs incurred. The other Contractor may provide a written response to the request, with a copy to the District and Contractor, within ten (10) days after receiving a copy of the request. The District shall evaluate the request for compensation and any response thereto and shall notify the involved Contractors in writing, within thirty (30) days following receipt of the request, of the District's determination of whether the Contractor is entitled to the requested compensation, in whole or in part. The District's determination shall be final. Contractor agrees to indemnify, defend, and hold harmless, to the full extent permitted by law, District and its Board of Trustees, officers, agents, Architect, and their employees and consultants from and against any and all liability, loss, damage, claims, expenses and costs arising from or related to Contractor's request for additional compensation pursuant to this Supplemental General Condition, including the District's determination.

C. If another Contractor is delayed in proceeding with its work or incurs additional costs, loss, or damage due to Contractor's negligence, delay, or failure to comply with the Contract or to comply with any written directive from the District or its authorized representatives, Contractor shall be responsible for all such additional cost, provided the other Contractor has submitted a written request for compensation, in accordance with the procedures set forth above, but only to the extent that the District determines that this Contractor is responsible for the other Contractor's costs, in whole or in part. If Contractor fails to compensate the other Contractor in the amount determined by the District within thirty (30) days following the District's determination, the District may, at its sole discretion, directly compensate the other Contractor and backcharge this Contractor for the full cost of such compensation.

1.11 THIRD PARTY UTILITIES

A. Should the Contractor encounter a third party owned utility not shown or noted on the drawings, the Contract adjustment allowed the Contractor shall only be for the direct costs of removing, altering or relocating the utility, as needed, and an excusable, non-compensable time extension for the amount of time that such extra work affects the end date of the work. The Contractor shall not be entitled to damages or additional payment for delays attributable to such additional work as is required for removing, relocating, or altering utilities not shown or noted on the drawings. The Owner will not be entitled to assess liquidated damages for this amount of time.

1.12 ACCESS TO THE SITE

- A. Contractor is notified that the Site is congested, with limited access. It shall be the Contractor's responsibility to coordinate Contractor's Work with the Work of other Prime Contractors performing work on the site. Areas designated by the Owner shall remain off-limits to construction personnel and equipment during construction.
- B. Based on the location of the Site within the occupied campus phasing of the work is required. The Contractor is required to perform the work in accordance with limitations and requirements described by Phase 1 Plan, Phase 2 Plan, and Phase 3 Plan.

PHASE 1 PLAN, PHASE 2 PLAN, PHASE 3 PLAN FOLLOWS

1.13 MILESTONE PLAN

A. Due to the complexity of the project and the need for occupancy of certain areas prior to others the project includes Milestones for occupancy of four separate areas. The areas, the schedule requirements for each area, and the liquidated damages amount for each area are defined in the Milestone descriptions listed below and graphically represented on the Milestone Plan. The Contractor must comply with these requirements and must integrate these milestones into their Baseline Schedule in accordance with Article 8 of the GENERAL CONDITIONS.

MILESTONE #1:

Cafeteria Building and the surrounding site work area (the surrounding site work area as identified on the Milestone Plan) must be substantially complete within 260 calendar days of the Notice to Proceed. Substantial Completion includes all requirements for occupancy including but not limited to; full usage of the building for its intended use, operation of all MEP systems, ADA access compliance, completed and tested fire alarm system, and Contra Costa County Health Department approval of the kitchen for use. The Liquidated Damages amount for Milestone #1 is \$2,000 per calendar day. For each calendar day that the Cafeteria Building and the surrounding site work area do not meet the above noted milestone requirements the liquidated damage penalty amount per calendar day is \$2,000.00.

MILESTONE #2:

Administration and Student Services Building, surrounding site work area, and Southside Parking Lot area (the surrounding site work area and Southside Parking Lot area as identified on the Milestone Plan) must be substantially complete by June 2, 2022. The completion date of June 2, 2022 is based on a Notice To Proceed date of no later than February 28, 2021. Substantial Completion includes all requirements for occupancy including but not limited to; full usage of the building for its intended use, operation of all MEP systems, ADA access compliance, and completed and tested fire alarm system. Milestone #2 must be achieved in order for Milestone #3 to begin. The Liquidated Damages amount for Milestone #2 is \$2,000 per calendar day. For each calendar day that the Administration and Student Service Building, surrounding site work area, and Southside Parking Lot area do not

meet the above noted milestone requirements the liquidated damage penalty amount per calendar day is \$2,000.00.

MILESTONE #3:

A-Wing Building must be substantially complete within 67 calendar days of the substantial completion of Milestone #2. Milestone #3 work can not commence any sooner than June 2, 2022, even if Milestone #2 is completed ahead of schedule. Substantial Completion includes all requirements for occupancy including but not limited to; full usage of the building for its intended use, operation of all MEP systems, ADA access compliance, and a complete and tested fire alarm system. The staff and furnishings currently housed in the A-Wing Building will be moved into the new Administration and Student Services Building at the substantial completion of Milestone #2, therefore Milestone #3 can not commence until Milestone #2 has reached substantial completion. The District will be responsible for the removal of the A-Wing furnishings from the A-Wing Building. The furnishings removal work will be completed within the initial 5 calendar days of the Milestone #3 67 calendar day duration. The Liquidated Damages amount for Milestone #3 is \$1,000 per calendar day. For each calendar day that the A-Wing Building does not meet the above noted milestone requirements the liquidated damage penalty amount per calendar day is \$1,000.00.

MILESTONE #4:

The remaining site work areas and Northside Parking Lot area (the remaining site work areas and Northside Parking Lot area as identified on the Milestone Plan) must be substantially complete by July 22, 2022. Milestone #4 work can not commence until June 2, 2022. Substantial Completion includes all requirements for usage including but not limited to; completion of all paving and hardscape, completion of all parking lot striping and signage and ADA striping and signage, and completion of irrigation and planting. The Liquidated Damages amount for Milestone #4 is \$1,000 per calendar day. For each calendar day that the remaining site work areas and Northside Parking Lot area does not meet the above noted milestone requirements the liquidated damage penalty amount per calendar day is \$1,000.00.

MILESTONE PLAN FOLLOWS

1.14 COVID-19

A. Due to the current Coronavirus/ COVID-19 pandemic, the DISTRICT is requiring the CONTRACTOR, all Subcontractors and any workers performing work on this PROJECT to fully comply with any existing and future order, regulations or other requirements issued by any federal, state or local authority applicable to the PROJECT. At this time, all workers shall comply with current recommendations and requirements related to COVID-19 including, but not limited to, staggered start times to avoid congested areas; a minimum of six feet of separation and social distancing; requirement that any worker that feels ill or has COVID-19 symptoms immediately leave the project site, report such symptoms to his or her designated COVID-19 Representative (discussed in further detail below), and not return until all symptoms are clear for a minimum of 14 days; cleaning work areas; washing hands and using hand sanitizers often; wearing proper personal protection equipment (PPE) at all times; and limiting contacts to the extent possible with others on the Project. All workers must fully comply with all applicable guidelines and recommendations issued by OSHA and CDC as well as all federal, state, county and local guidelines and orders. If there are any inconsistencies or conflicts with any guidelines or recommendations, the stricter and more stringent provisions shall apply and prevail.

B. The CONTRACTOR and all Subcontractors shall appoint and identify to the DISTRICT, in writing, a "COVID-19 Representative" and shall provide the DISTRICT with the COVID-19

Representative's contact information including email and cell phone. All notices sent to the designated COVID-19 Representative(s) shall be deemed to have been received by each COVID-19 Representative's company and all employees of that company.

C. CONTRACTOR must prepare and submit its current Injury and Illness Prevention Plan (IIPP) to the DISTRICT. The IIPP must include specific provisions to address what measures the CONTRACTOR will implement to prevent or reduce COVID-19 and other infection hazards and must include provisions for training employees on its COVID-19 infection prevention methods. Such provisions shall be consistent with all requirements and recommendations from Cal/OSHA and the CDC.

D. If the CONTRACTOR or any Subcontractor experiences any delay due to complying with any current or future order issued by any federal, state or local authority related to COVID-19, the CONTRACTOR shall notify the DISTRICT in writing and follow all other requirements in the Contract Documents related to delays. If any delays are approved by the DISTRICT, the CONTRACTOR agrees that such delays shall be deemed excusable non-compensable delays.

END OF DOCUMENT

ELECTRONIC FILE RELEASE FORM FOLLOWS
MILESTONE SCHEDULE
PHASING PLAN



0000.00-O-1.1

Electronic Release Form

Contractor Contact

Contractor
Address
Address

Project Name

Project Number:
DSA Application:
DSA File:

Electronic files listed below will be sent to you, as allowed, upon receipt of a signed copy of this disclaimer.

The following applies to all information whatsoever, whether or not specifically identified below, which is being provided electronically.

Recipient understands and agrees that the information contained within these files is the internal working information of Quattrocchi Kwok Architects. Such internal working information is not intended as a finished product and may contain erroneous, extraneous, or incomplete information. All information contained on therein is preliminary and subject to change or correction without notice. Said information is furnished at the request of Recipient, for his sole convenience, and Recipient agrees to assume all responsibilities and risks of its use.

The Drawings, Specifications, or other documents prepared or supplied by Quattrocchi Kwok Architects for this project, whether in hard copy or machine readable form, are instruments of Quattrocchi Kwok Architects' service for one-time use solely with respect to this project. As such, they shall be deemed the property of Quattrocchi Kwok Architects who shall retain all common law, statutory and other reserved rights, including copyright. No Drawings, Specifications or other documents and data prepared or supplied by Quattrocchi Kwok Architects may be used on this project after Quattrocchi Kwok Architects' involvement is completed or on any other Project without Quattrocchi Kwok Architects' prior written consent.

Quattrocchi Kwok Architects reserves the right to retain originals of all Drawings, Specifications or other documents and data prepared under this agreement in whatever medium Quattrocchi Kwok Architects deems appropriate. Said originals retained by Quattrocchi Kwok Architects and in whatever medium, shall be referred to and shall govern in the event any inconsistency between them and any Drawings, Specifications, or other documents and data prepared or supplied to the Undersigned by Quattrocchi Kwok Architects. If the undersigned uses any of the Drawings, Specifications, or other documents or data prepared or supplied by Quattrocchi Kwok Architects, the undersigned assumes all responsibility and risk for the proper use thereof. For example, the Undersigned acknowledges that the automated conversion and/or transition of information and data from the system and format used by Quattrocchi Kwok Architects to an alternate system format may result in the introduction of inexactitudes, anomalies and errors.

The undersigned further understands that changes or modifications to the Drawings, Specifications, other documents or data prepared or supplied by Quattrocchi Kwok Architects made by anyone other than Quattrocchi Kwok Architects, including any such automated conversion and/or translation as described above, may result in adverse consequences which Quattrocchi Kwok Architects can neither predict nor control. Therefore, and in exchange for the Undersigned obtaining copies of the Drawings, Specifications, other documents or data prepared or supplied by Quattrocchi Kwok Architects, the Undersigned agrees that should the Undersigned, or any of its agents, modify or convert any of the Drawings, Specifications other documents or data prepared or supplied by Quattrocchi Kwok Architects, the Undersigned agrees to indemnify, defend, protect and hold Quattrocchi Kwok Architects harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorney's fees, accruing or resulting to any and all persons, firms or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of or in any way connected with, the modification or conversion of the Drawings, Specifications, other documents or data prepared or supplied by Quattrocchi Kwok Architects, whether in hard copy or machine readable form, except where Quattrocchi Kwok Architects is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction. The foregoing indemnification applies, without limitation, to any modification or conversion of the Drawings, Specifications, other documents or data prepared or supplied by Quattrocchi Kwok Architects on other projects and for completion of, remodel of, or additions to this project.

List of requested documents and/or data:

Agreed to by CONTRACTOR:
Contractor Name

By: _____

Date: _____

ADDENDUM 04
SECTION 08 3326

OVERHEAD COILING GRILLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Overhead coiling metal grilles and operating hardware; electrically or manually operated.
- B. Wiring from electric circuit disconnect to operator and to control station.

1.02 RELATED REQUIREMENTS

- A. Section 08 3613 - Overhead Sectional Doors.
- B. Section 08 7100 - Door Hardware: Cylinder cores and keys.
- C. Division 26 - Electrical: Pertinent sections for electrical equipment interface.

1.03 REFERENCE STANDARDS

- A. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.
- B. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes [Metric]; 2013.
- C. ITS (DIR) - Directory of Listed Products; current edition.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- E. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; 2000 (R2005), with errata, 2008.
- F. NEMA MG 1 - Motors and Generators; 2014.
- G. UL (DIR) - Online Certifications Directory; current listings at database.ul.com.
- H. UL 325 - Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. Section 01 3300 - Submittals for submittal procedures.
- B. Product Data: Provide, _____, general construction component connections and details, and electrical equipment.
- C. Shop Drawings: Indicate pertinent dimensioning, anchorage methods, hardware locations, and installation details.
- D. Samples: Submit two grille members, ___ by ___ inch (___ by ___ mm) in size illustrating shape, color and finish texture.
- E. Manufacturer's Installation Instructions: Indicate installation sequences and procedures, adjustment and alignment procedures.
- F. Maintenance Data: Indicate lubrication requirements and frequency and periodic adjustments required.

1.05 QUALITY ASSURANCE

- A. Products Requiring Electrical Connection: Listed and classified by ITS (DIR), UL (DIR), or testing firm acceptable to authorities having jurisdiction as suitable for purpose specified.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Overhead Coiling Grilles:
1. Cornell Iron Works, Inc; ____: www.cornelliron.com/#sle.
 2. The Cookson Company; ____: www.cooksondoor.com/#sle.
 3. Overhead Door Corp: www.overheaddoor.com.

2.02 GRILLES AND COMPONENTS

- A. Grille: Aluminum; horizontal bar curtain, coiling on overhead counterbalanced shaft.
1. Finish: Anodized, color as selected by Architect.
 2. Mounting: Within framed opening.
- B. Curtain: Round horizontal bars connected with vertical links.
1. Horizontal bars: 5/16 inch (8 mm) diameter.
 2. Bar spacing: 1-1/2 inch (38 mm) on center.
 3. Tube spacers: 1/2 inch (13 mm) diameter.
 4. Spacer spacing: 3-1/4 inch (83 mm) on center.
 5. Link spacing: 6 inch (152 mm) on center.
 6. Bar Ends: Provide with nylon runners for quiet operation.
 7. Bottom Bar: Back-to-back angles with tubular resilient cushion.
- C. Guides: Extruded aluminum angles, of profile to retain grille in place with snap-on trim, mounting brackets of same metal.
- D. Hood Enclosure: aluminum sheet; internally reinforced to maintain rigidity and shape.
1. Finish: Anodized, clear color.
- E. Lock Hardware:
1. Cylindrical Locking Mechanism: Latchset lock cylinder, specified in Section 08 7100.
- F. Roller Shaft Counterbalance: Steel pipe and helical steel spring system, capable of producing torque sufficient to ensure smooth operation of curtain from any position and capable of holding position at mid-travel; with adjustable spring tension; requiring 25 lb (10 kg) nominal force to operate.
- G. Storage Bag: For chain operation grilles, provide manufacturer's standard locking storage bag

2.03 MATERIALS

- A. Aluminum: ASTM B221 (ASTM B221M).

2.04 ELECTRIC OPERATION

- A. Operator, Controls, Actuators, and Safeties: Comply with UL 325; provide products listed by ITS (DIR), UL (DIR), or testing agency acceptable to authorities having jurisdiction.
1. Provide interlock switches on motor operated units.
- B. Electric Operators:
1. Mounting: Side mounted.
 2. Motor Enclosure:

3. Motor Rating: as required by manufacturer for functions specified (1/3 hp (250 W) min.); continuous duty.
 4. Motor Controller: NEMA ICS 2, full voltage, reversing magnetic motor starter.
 5. Controller Enclosure: NEMA 250 Type 1.
 6. Opening Speed: 12 inches per second (300 mm/s).
 7. Brake: Adjustable friction clutch type, activated by motor controller.
 8. Manual override in case of power failure. Chain operation not acceptable as manual override.
 9. Refer to Section 26 0583 for electrical connections.
- C. Control Station: Standard three position (OPEN-STOP-CLOSE) momentary control for each operator.
1. 24 volt circuit.
 2. Recess mounted.
 3. Controlled by Schlage core key.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that opening sizes, tolerances and conditions are acceptable.

3.02 INSTALLATION

- A. Install grille unit assembly in accordance with manufacturer's instructions.
- B. Use anchorage devices to securely fasten assembly to wall construction and building framing without distortion or stress.
- C. Securely and rigidly brace components suspended from structure. Secure guides to structural members only.
- D. Fit and align assembly including hardware; level and plumb, to provide smooth operation.
- E. Coordinate installation of electrical service with Section 26 0583.
- F. Complete wiring from disconnect to unit components.

3.03 TOLERANCES

- A. Maintain dimensional tolerances and alignment with adjacent work.
- B. Maximum Variation From Plumb: 1/16 inch (1.5 mm).
- C. Maximum Variation From Level: 1/16 inch (1.5 mm).
- D. Longitudinal or Diagonal Warp: Plus or minus 1/8 inch per 10 ft (3 mm per 3 m) straight edge.

3.04 ADJUSTING

- A. Adjust grille, hardware and operating assemblies for smooth and noiseless operation.

3.05 CLEANING

- A. Clean grille and components.
- B. Remove labels and visible markings.

END OF SECTION

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WINDOW SCHEDULE						
REFER TO SHEET A-8.1 FOR DETAIL REFERENCES, TYPICAL						
	W01	W02	W03	W04	W05	W06
TYPE	ALUMINUM STOREFRONT	ALUMINUM STOREFRONT	ALUMINUM STOREFRONT	HM	ALUMINUM STOREFRONT	ALUMINUM STOREFRONT
GLAZING	DUAL GLAZED	DUAL GLAZED	DUAL GLAZED	DUAL GLAZED	DUAL GLAZED	DUAL GLAZED
OPERATION	FIXED	FIXED	FIXED	FIXED	FIXED	---
RATING	UNRATED	UNRATED	UNRATED	UNRATED	UNRATED	UNRATED
NOTES						SERVICE PASS-THRU WINDOW W/ AUTOMATIC CLOSING DEVICE AND AIR CURTAIN. SEE DETAIL 20/A-9.3

WINDOW SCHEDULE						
	W07	W08	W09	W10	W11 & W11A	
TYPE	HM	HM	HM	HM	ALUMINUM STOREFRONT	
GLAZING	DUAL GLAZED	DUAL GLAZED	DUAL GLAZED	DUAL GLAZED	DUAL GLAZED	
OPERATION	FIXED	FIXED	FIXED	FIXED	FIXED	
RATING	UNRATED	UNRATED	UNRATED	UNRATED	UNRATED	
NOTES					W11 REPLACE EXISTING WINDOW O/ EXISTING OPENING V.I.F. W11A REPLACE EXISTING WINDOW, BUILT NEW FRAME FOR SILL V.I.F.	

WINDOW SCHEDULE	
W12	W13
TYPE	ALUMINUM STOREFRONT
GLAZING	DUAL GLAZED
OPERATION	FIXED
RATING	UNRATED
NOTES	DOUBLE HUNG

QUATTROCCHI KWOK ARCHITECTS
 Main Office: 636 Fifth Street, Santa Rosa, CA 95404
 Pleasanton Office: 600 Main Street, Suite E, Pleasanton, CA 94566
 (707) 576-0829

LICENSED ARCHITECT
 JIM THEISS
 LICENSE # C22843
 EXP. JUNE 30, 2021
 STATE OF CALIFORNIA

SIGNED: DECEMBER 28, 2020

LIBERTY HIGH SCHOOL

ADMINISTRATION & STUDENT COMMONS

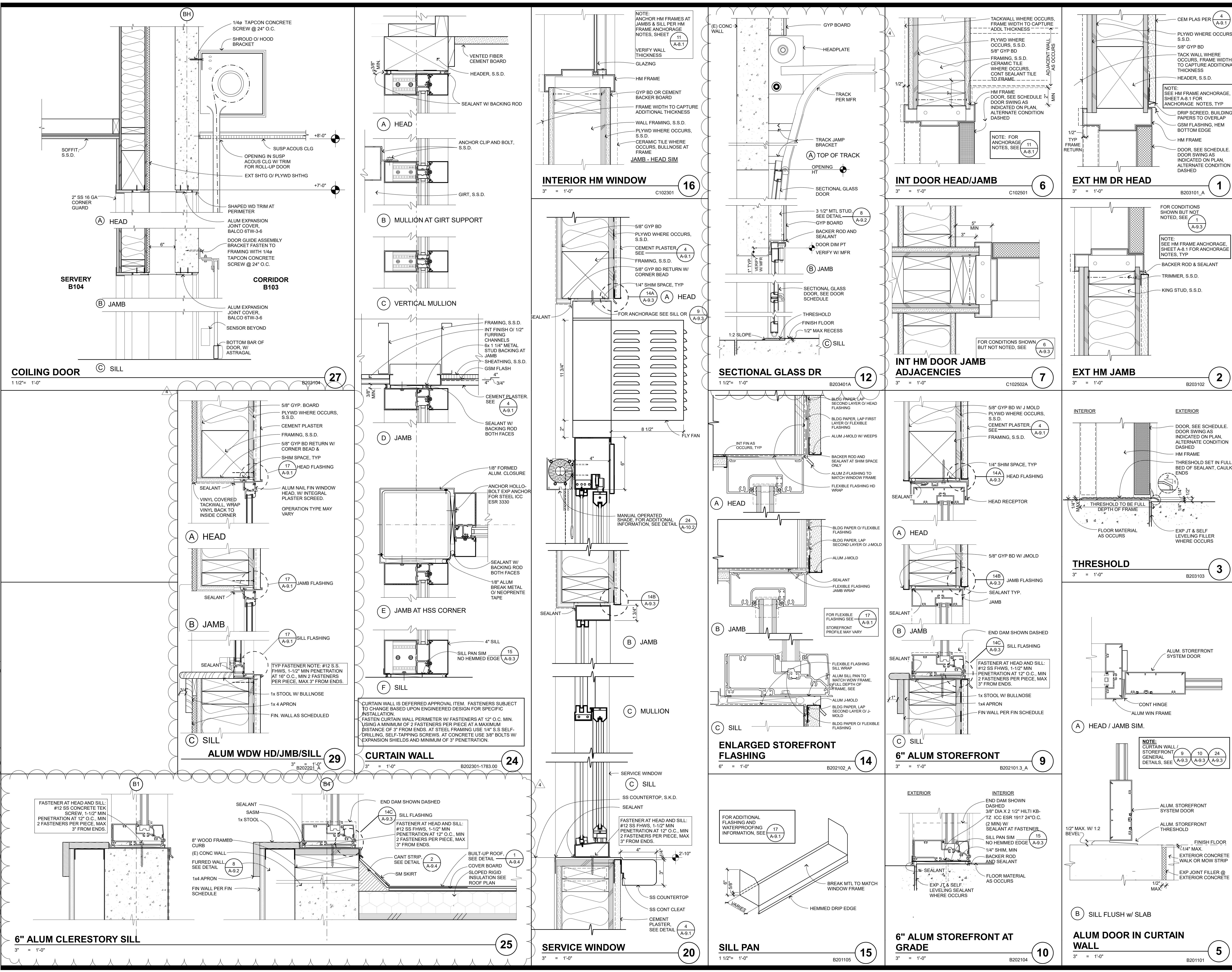
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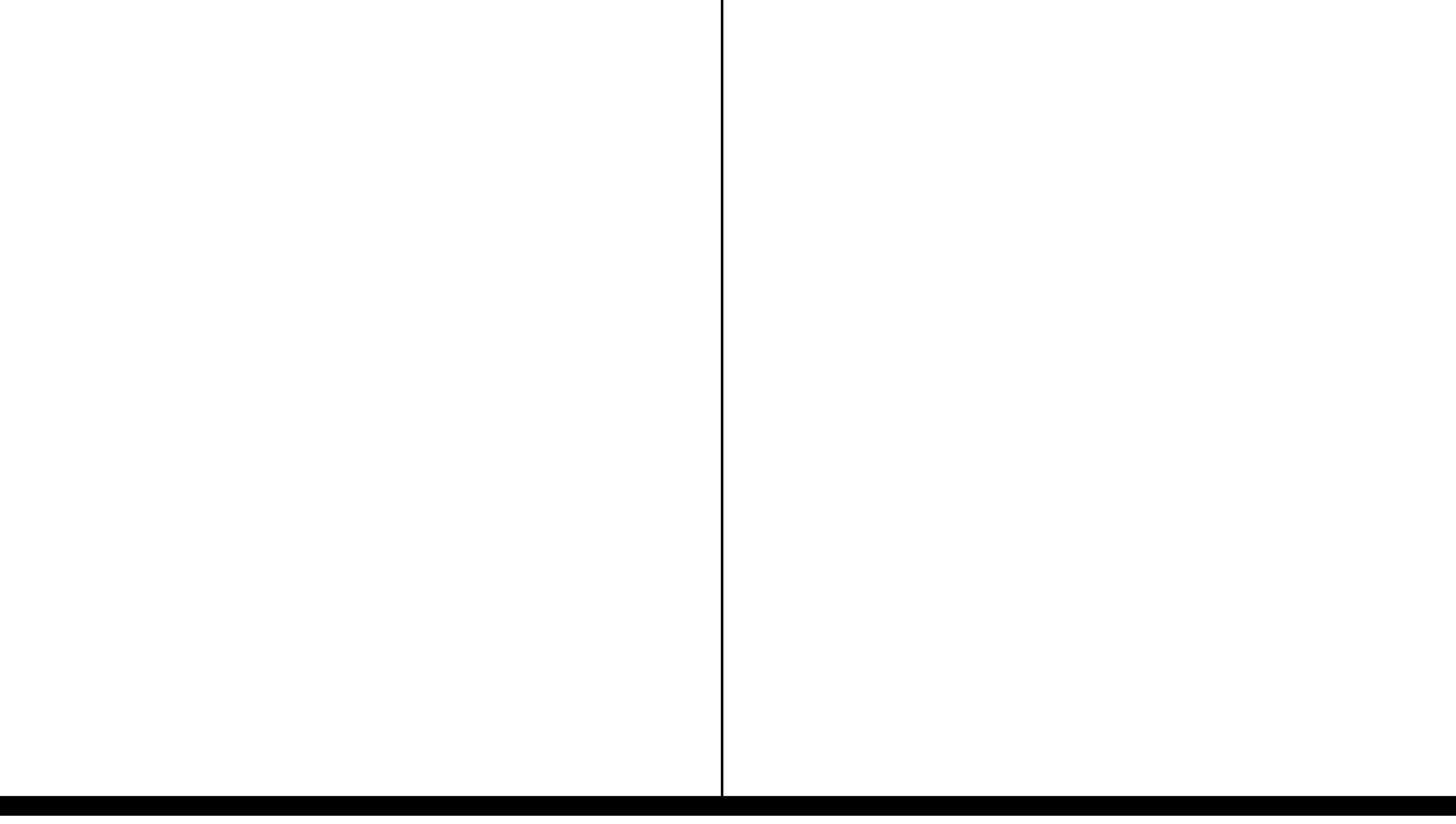
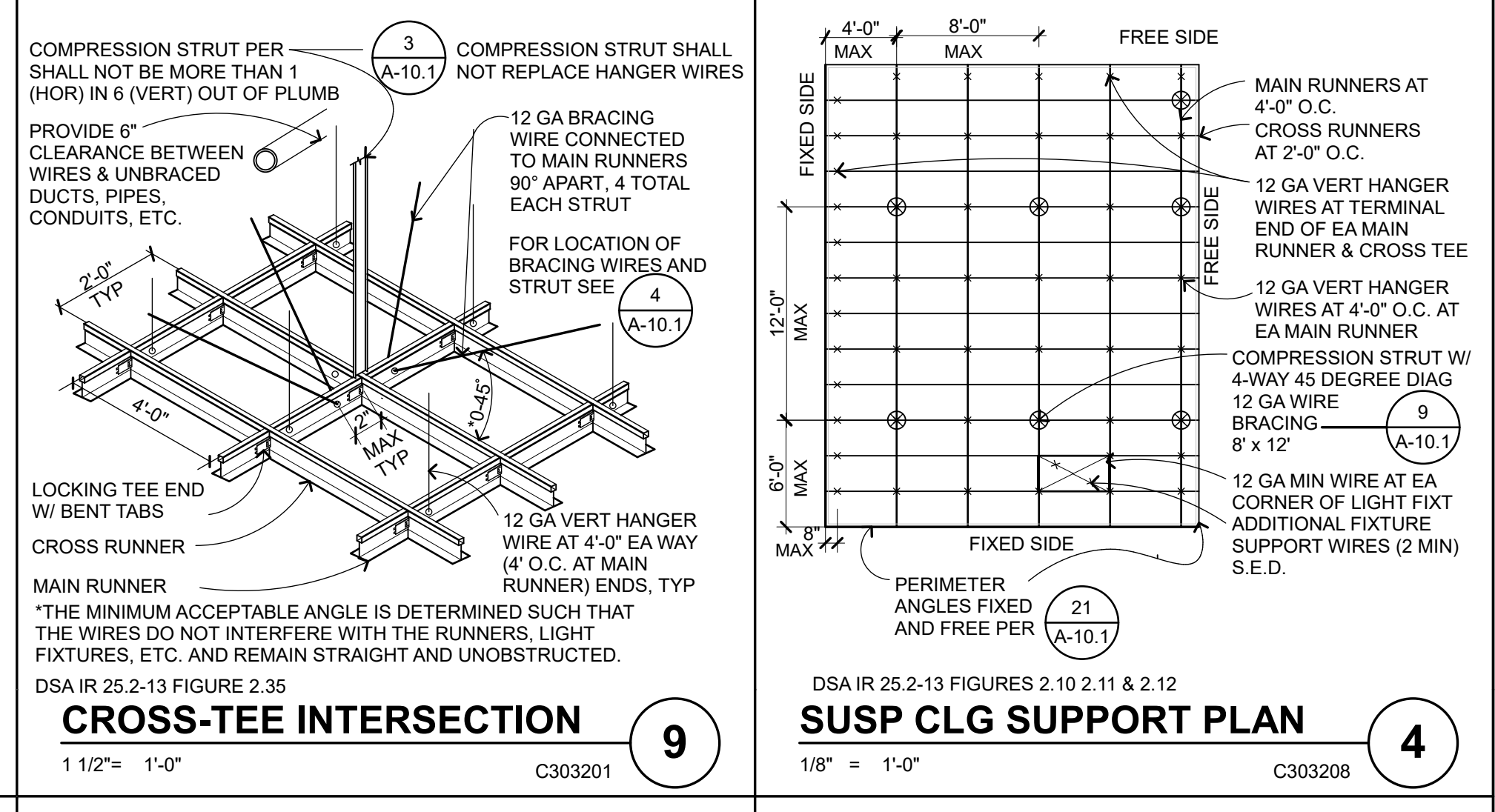
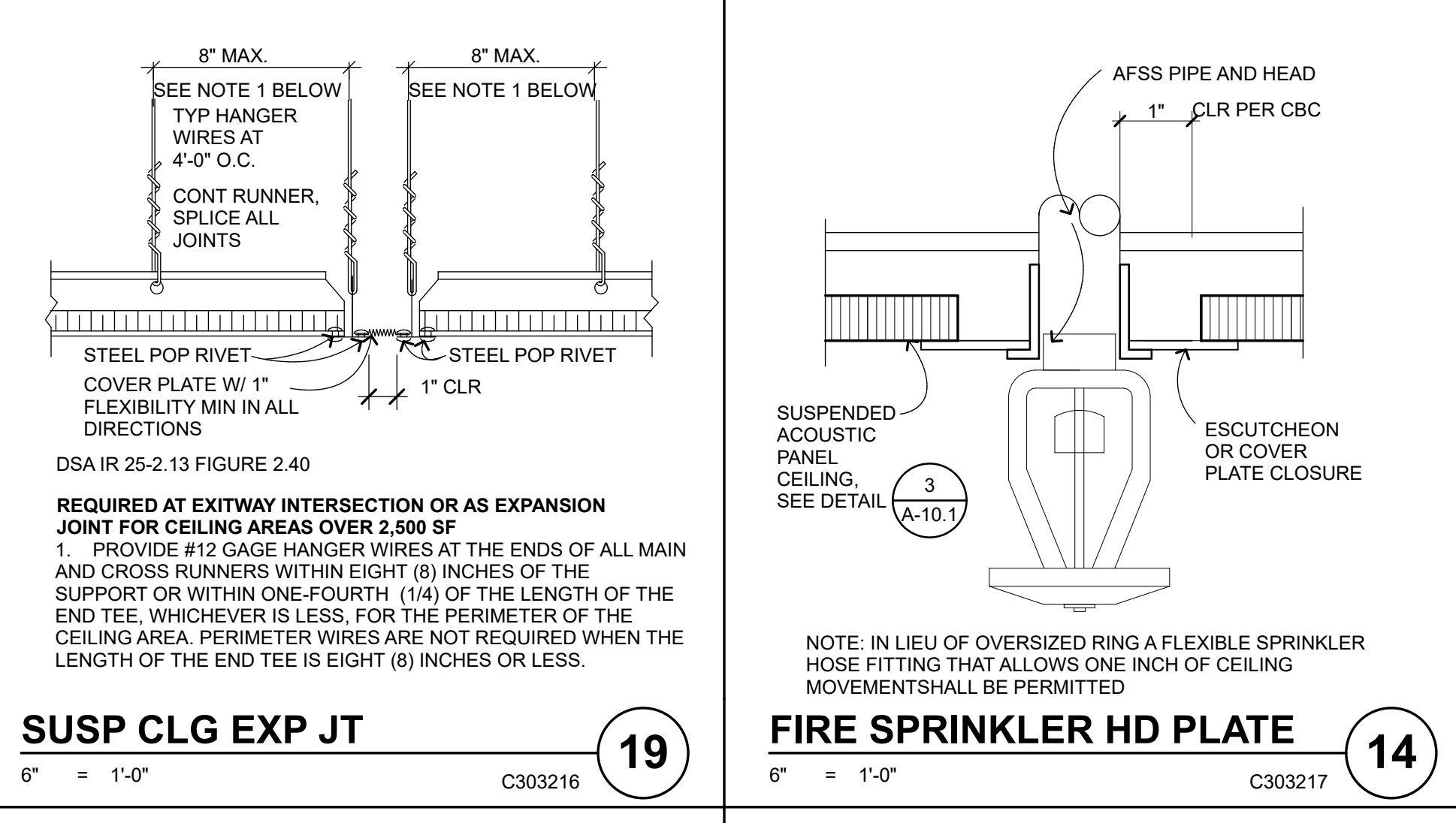
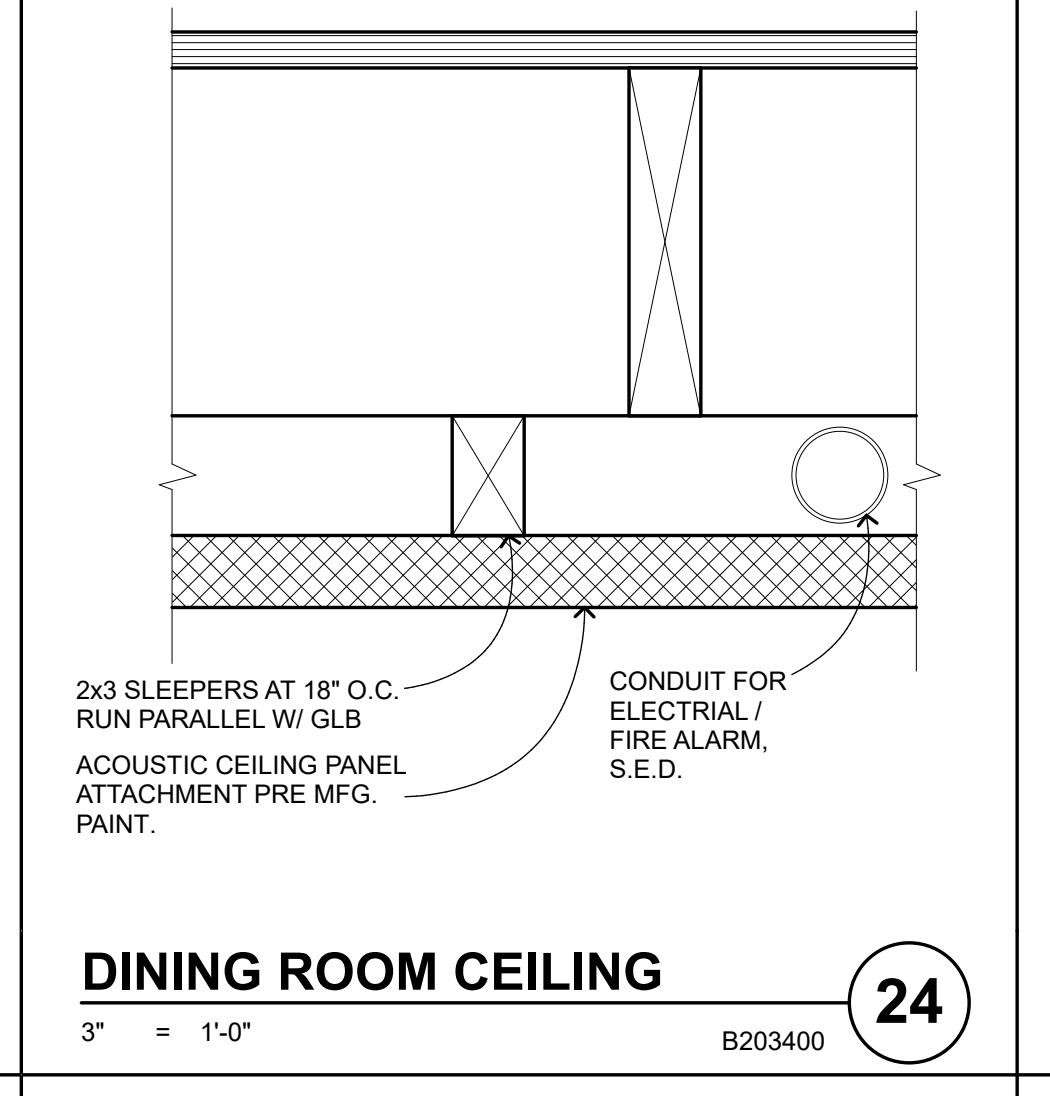
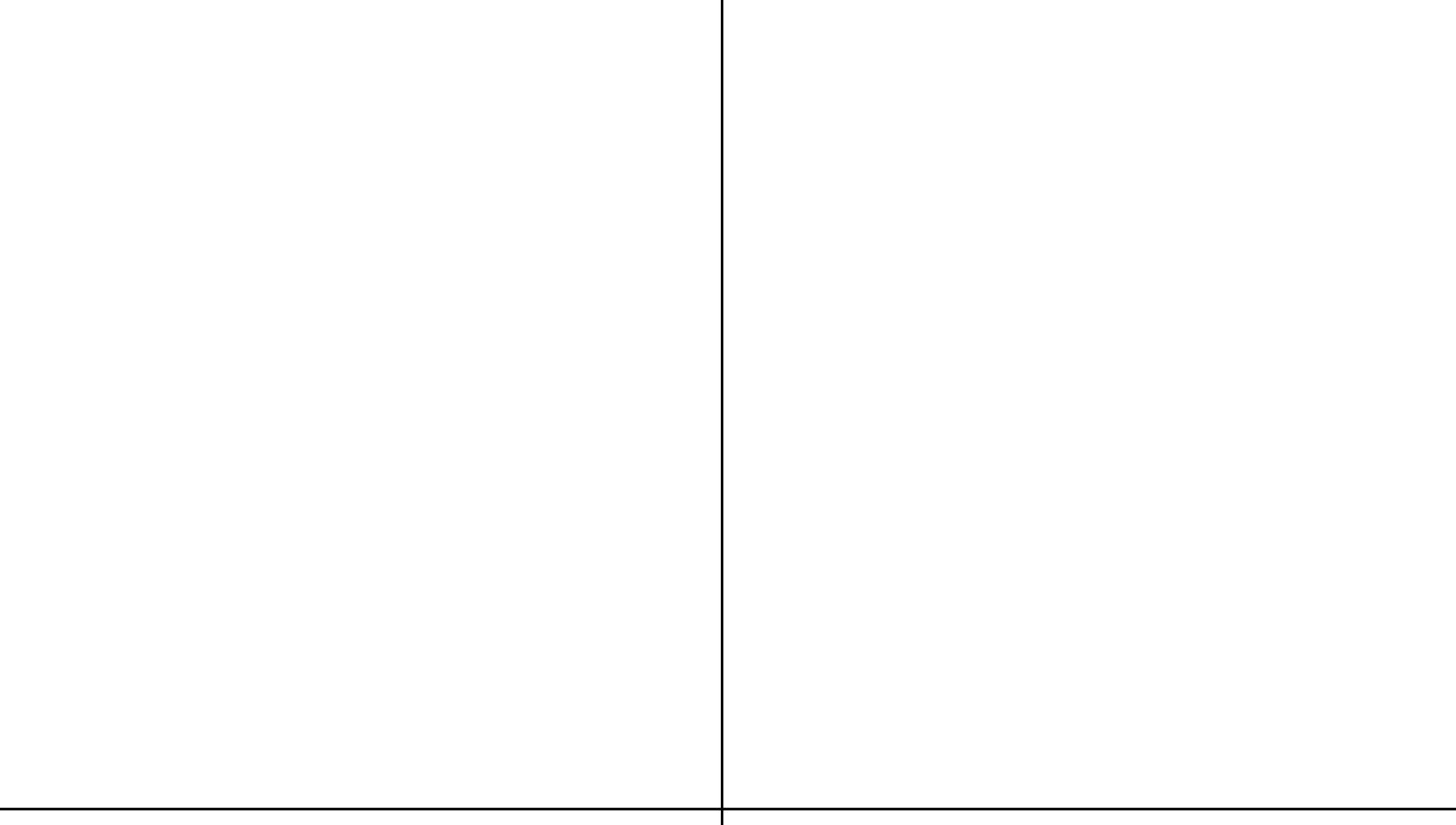
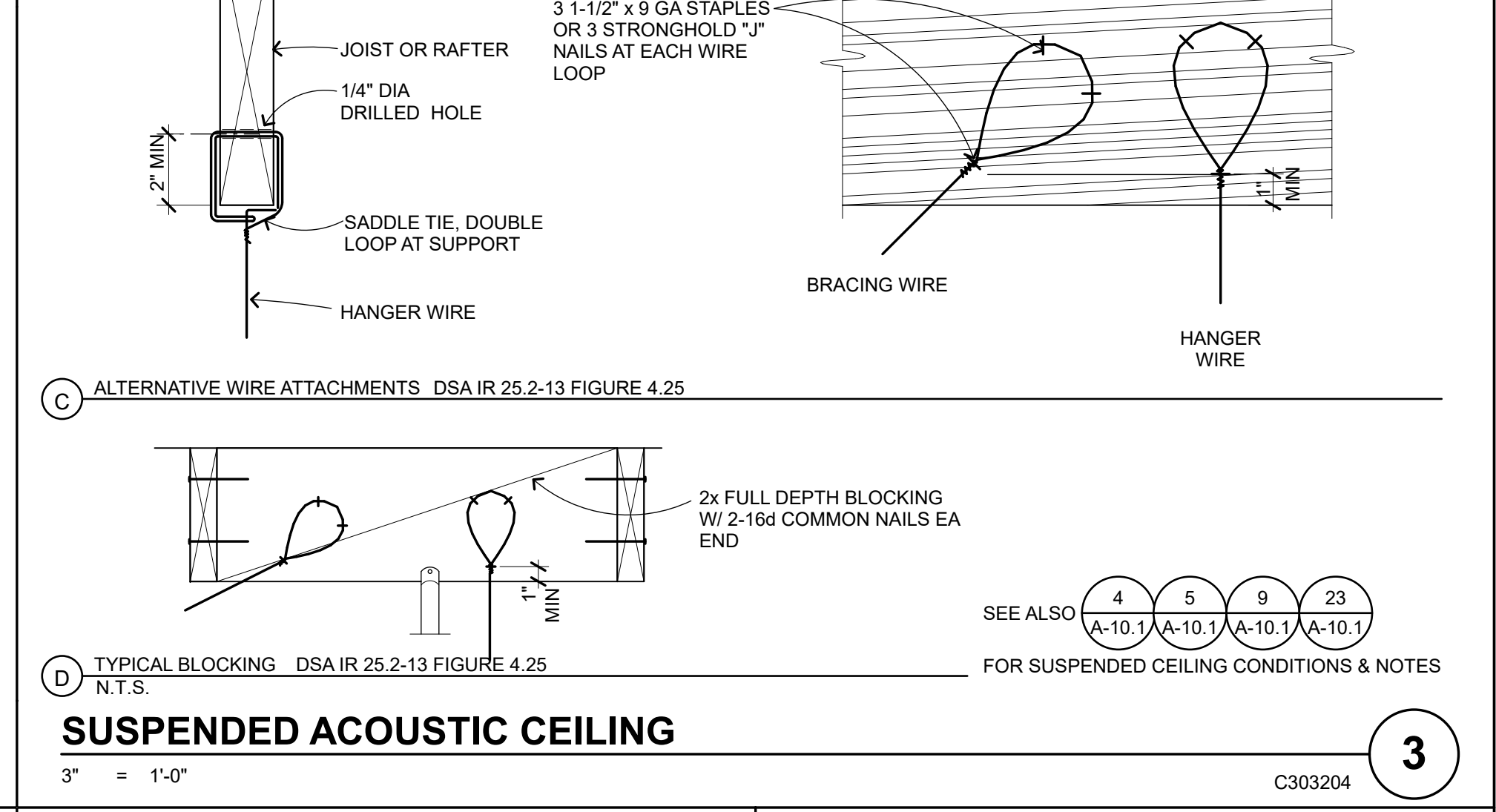
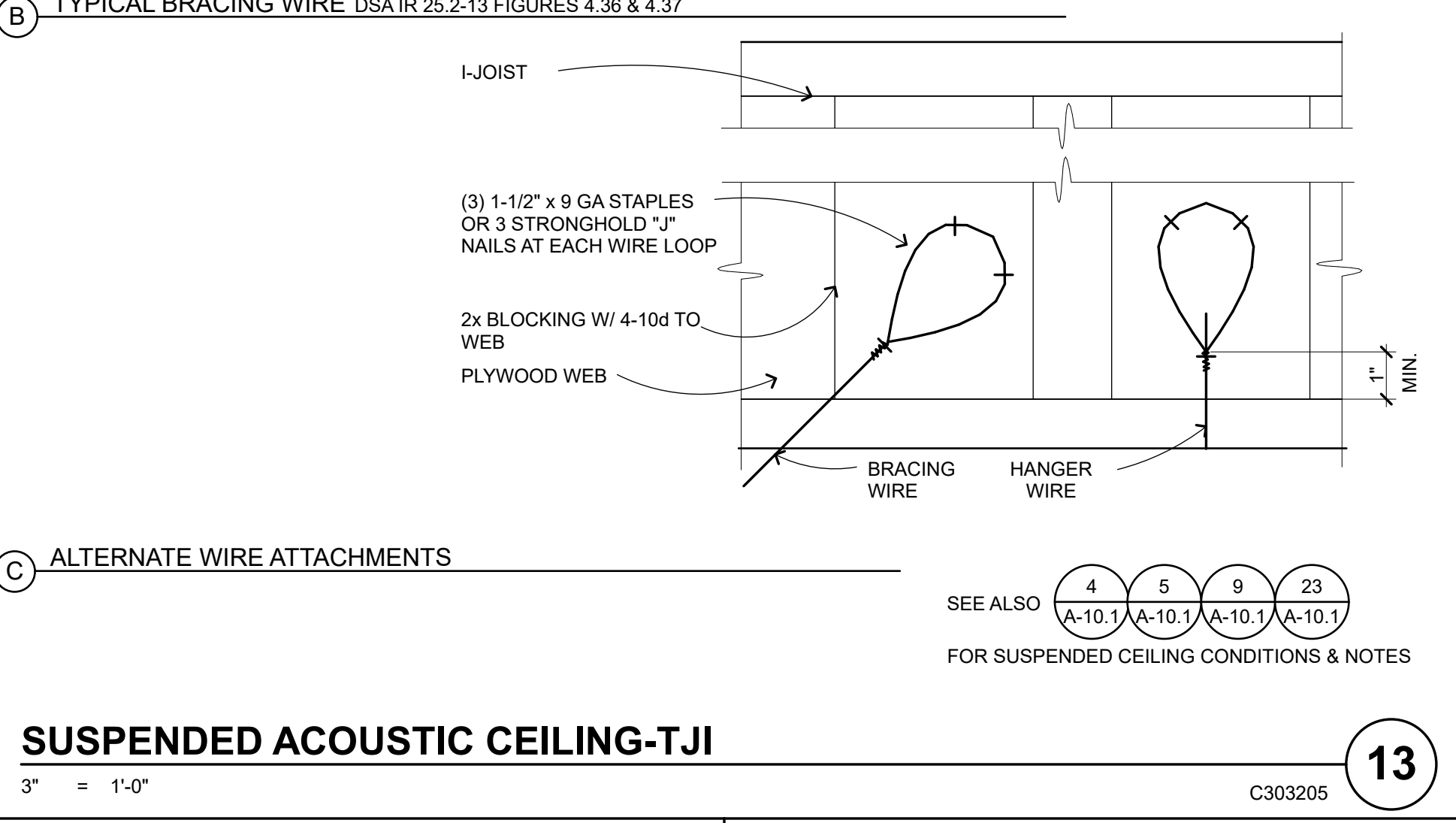
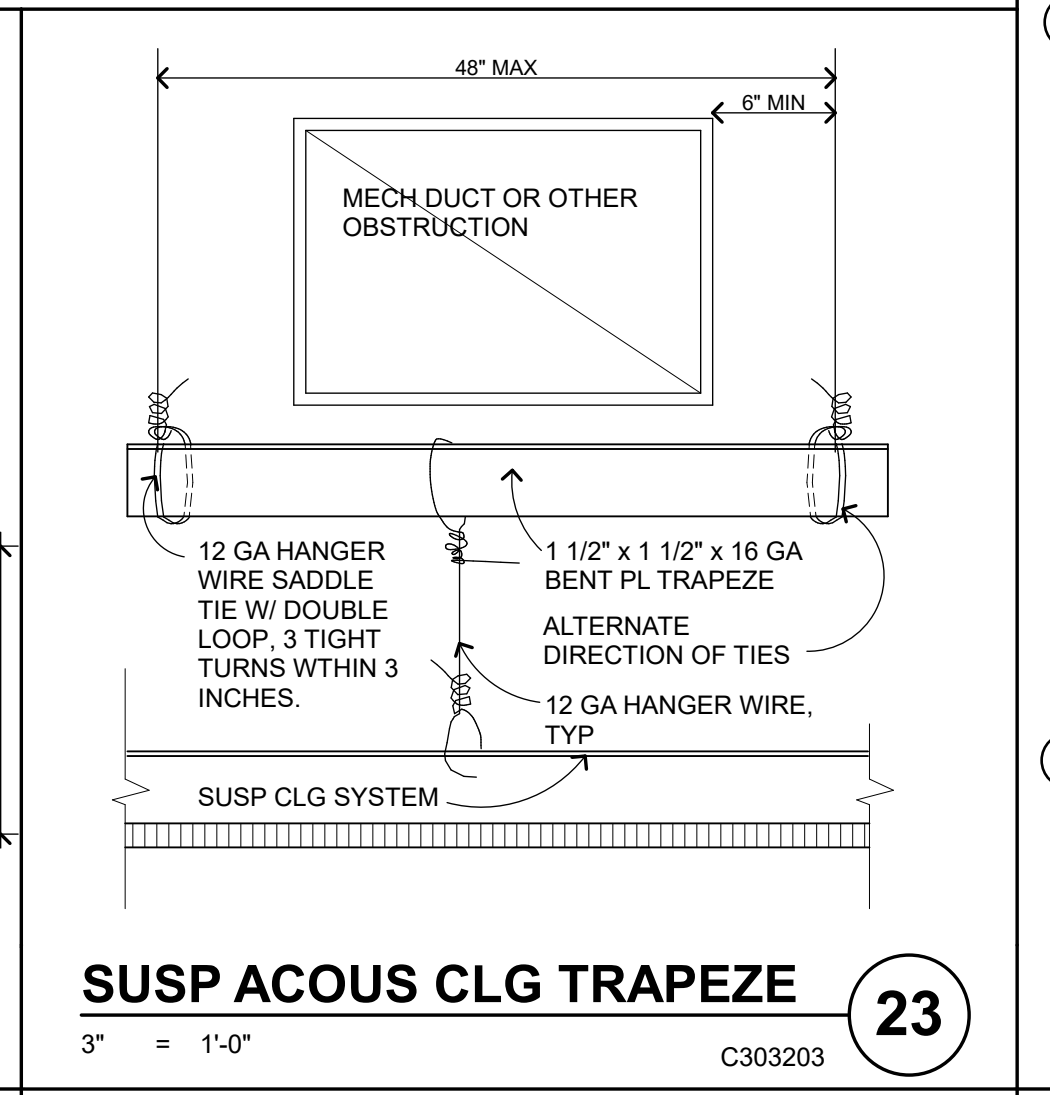
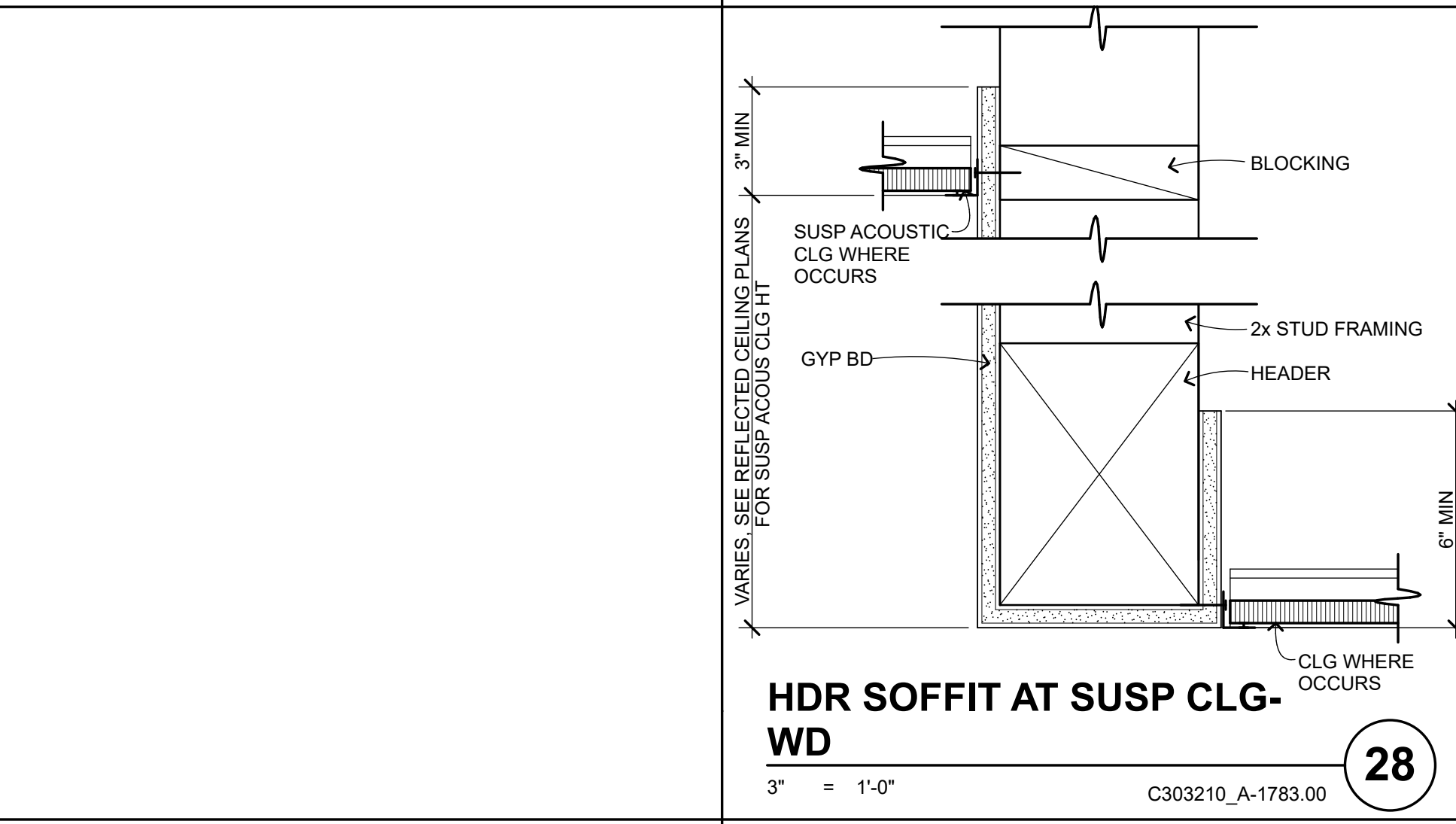
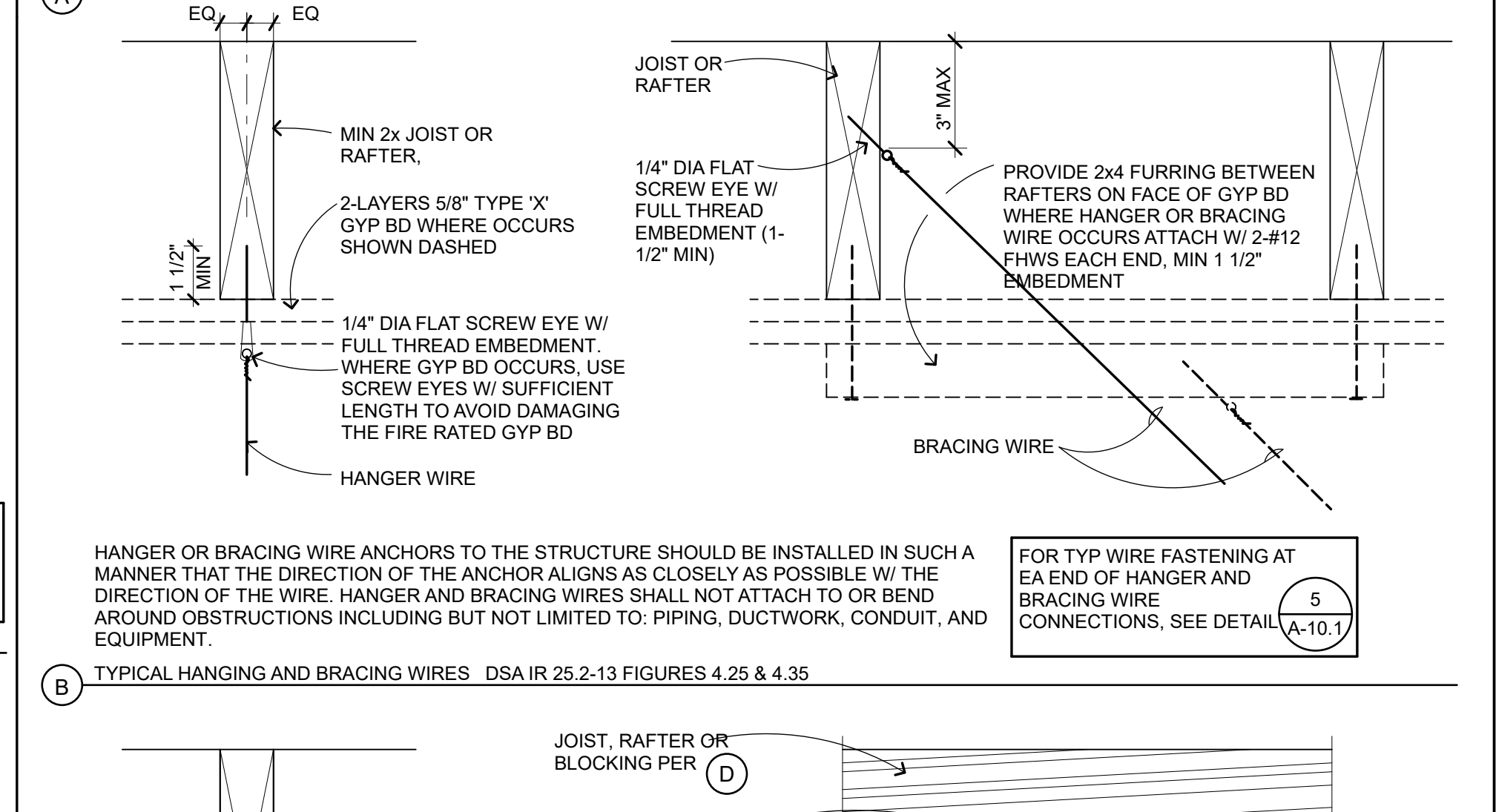
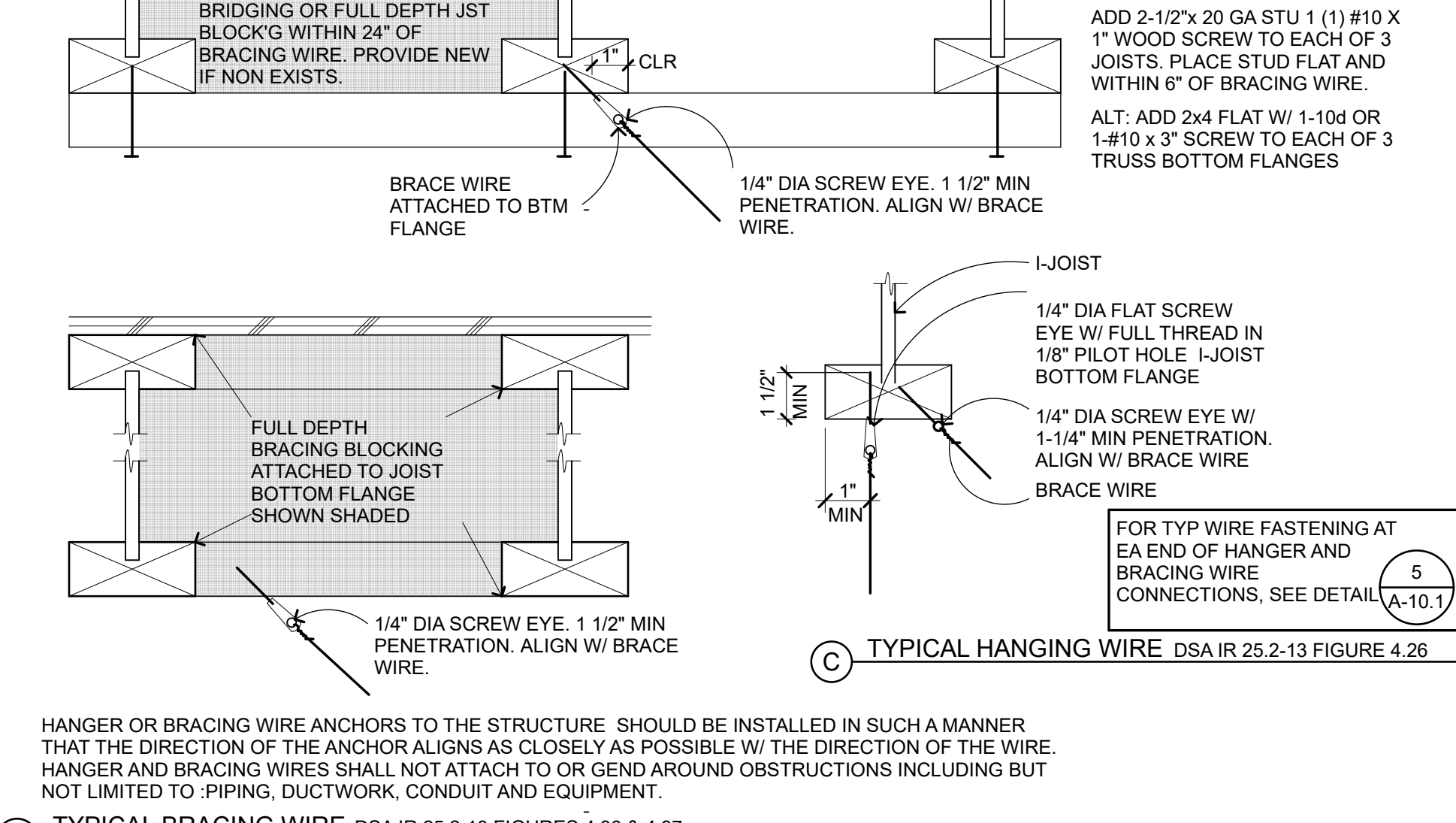
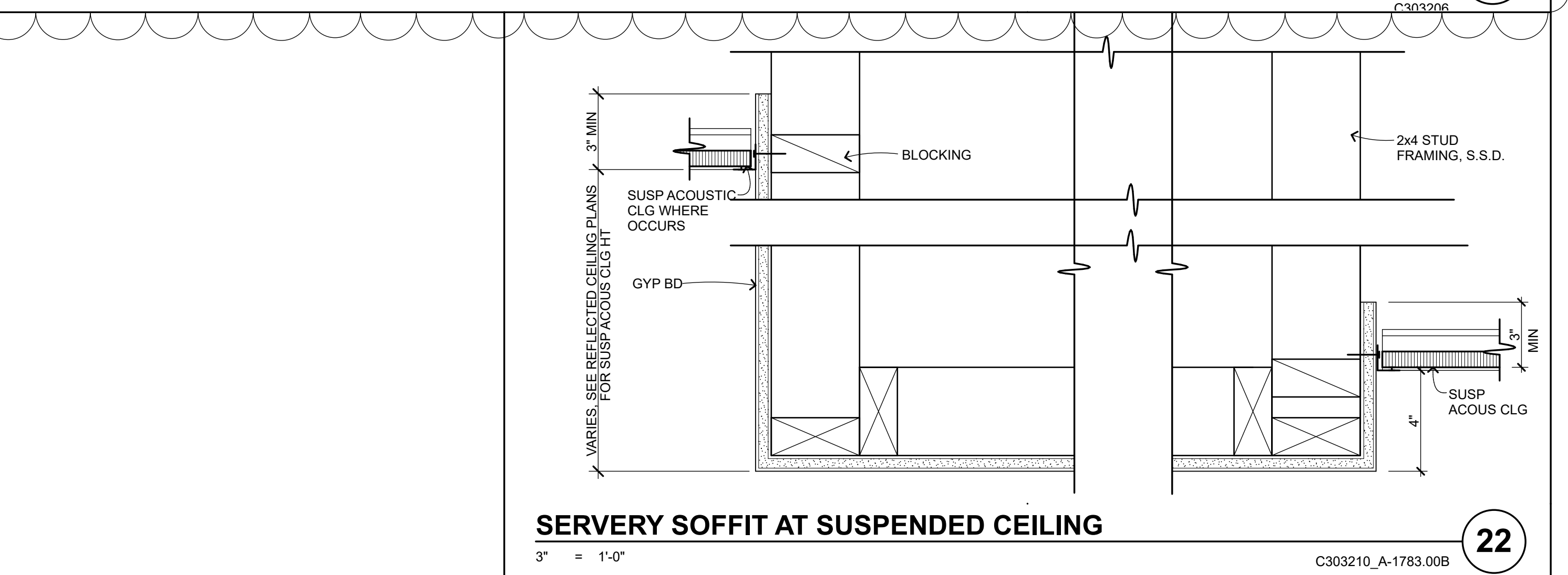
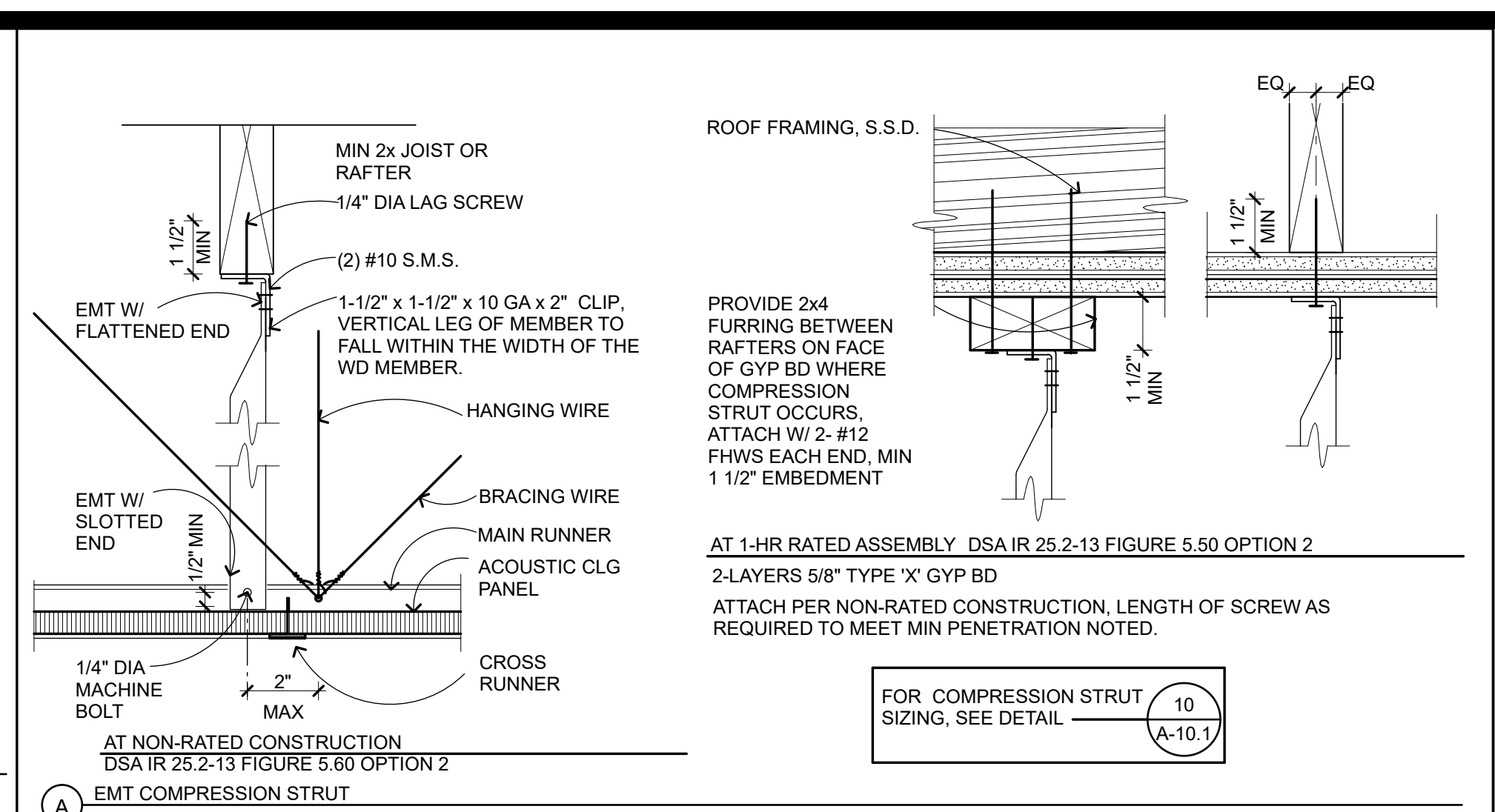
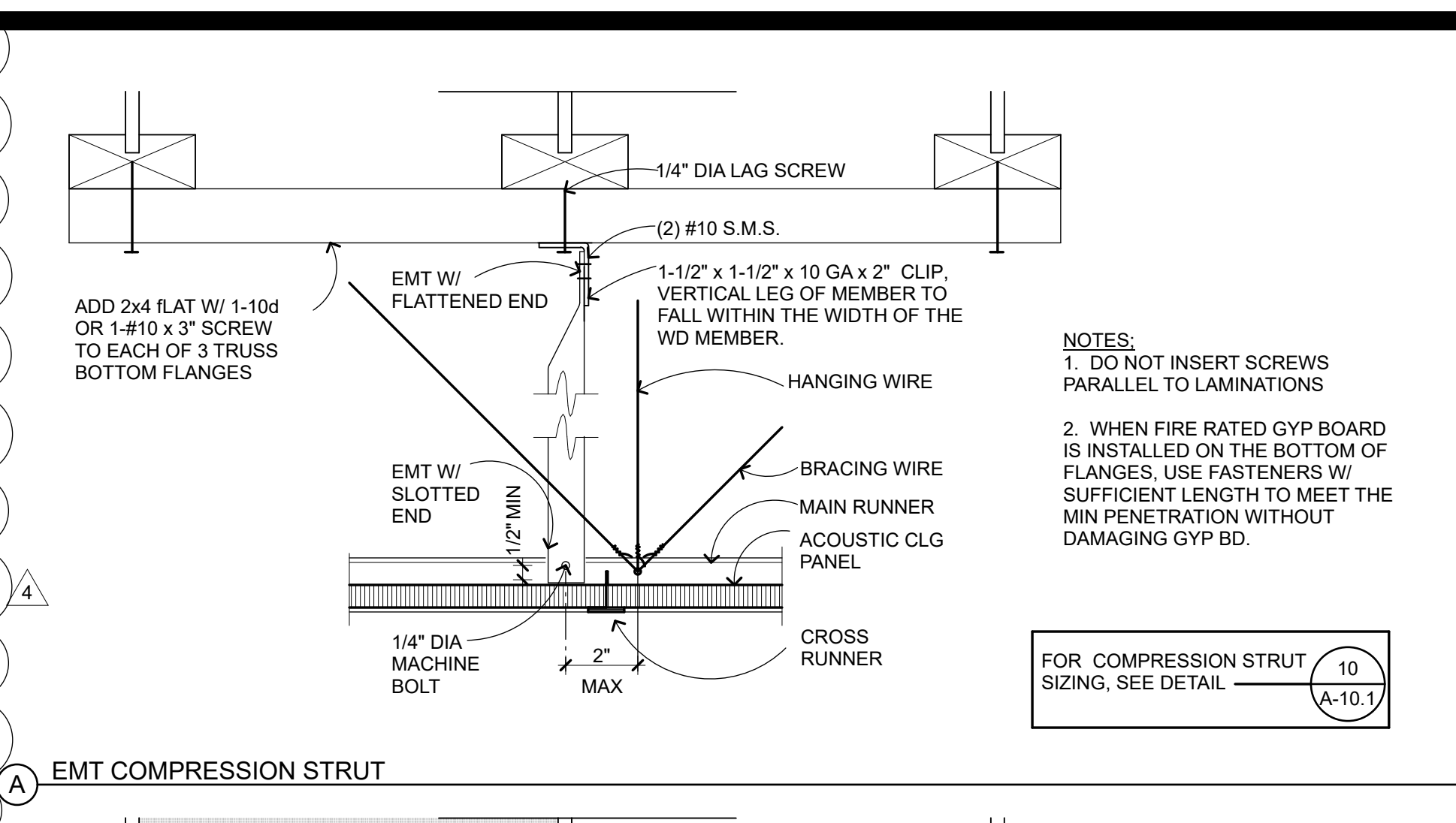
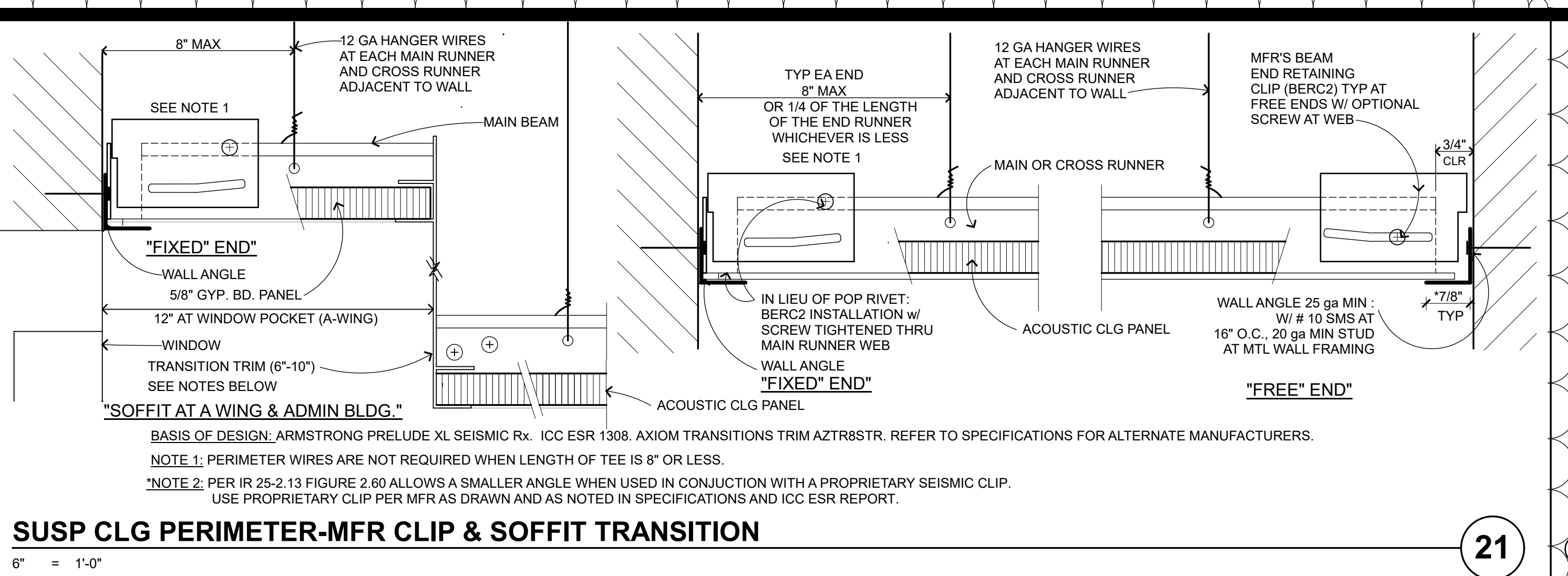
4	12/30/20	ADD-04

WINDOW SCHEDULE

ADDENDUM 04
A-8.3



4	12/30/20	ADD-04



EMT COMPRESSION STRUT

EMT COMPRESSION STRUT	MAXIMUM LENGTH
1/2" DIA EMT (0.042" WALL TH)	3'-11"
3/4" DIA EMT (0.049" WALL TH)	6'-4"
1" DIA EMT (0.057" WALL TH)	9'-9"
1 1/4" DIA EMT (0.065" WALL TH)	12'-9"
1-1/2" DIA EMT (0.065" WALL TH)	14'-9"
2" DIA EMT (0.065" WALL TH)	18'-10"

CHANNEL COMPRESSION STRUT

CHANNEL COMPRESSION STRUT	MAXIMUM LENGTH
250S125-33	5'-0"
250S137-33	6'-10"
362S137-33	8'-0"
250S137-43	8'-10"
400S137-43	10'-10"

COMPRESSION STRUT TABLE
1" = 1'-0"

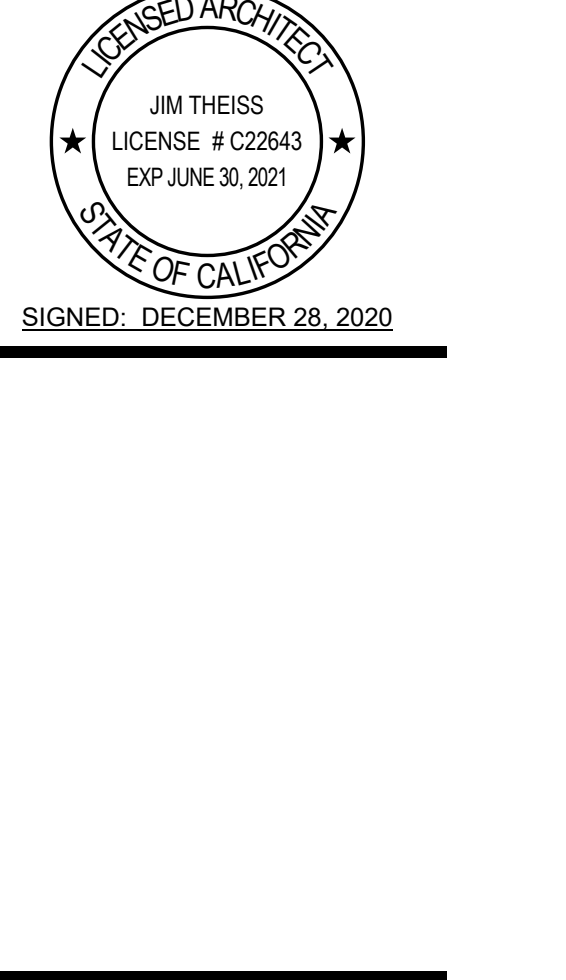
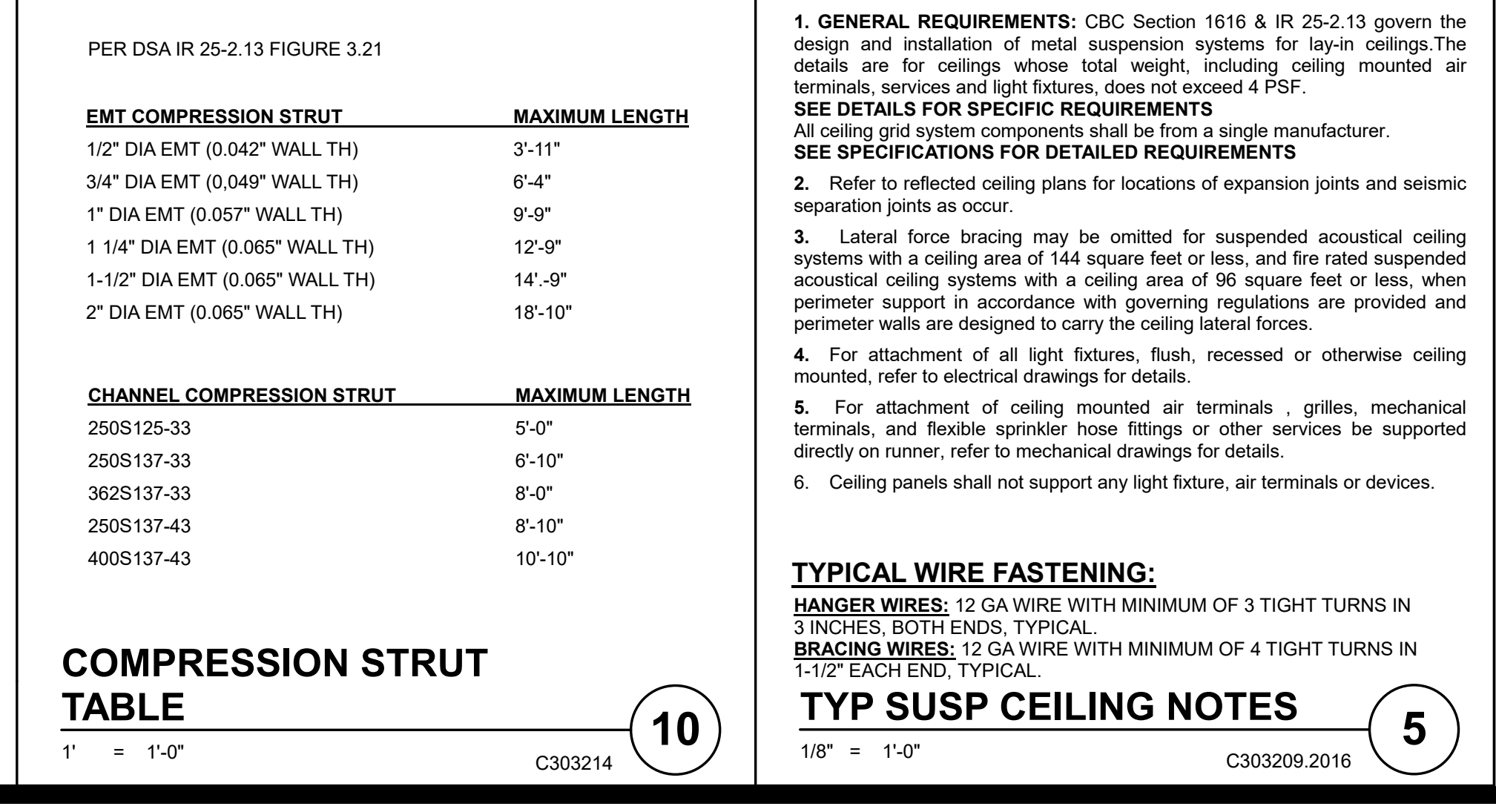
PER DSA IR 25.2-13 FIGURE 3.21

EMT COMPRESSION STRUT

EMT COMPRESSION STRUT	MAXIMUM LENGTH
1/2" DIA EMT (0.042" WALL TH)	3'-11"
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LIBERTY HIGH SCHOOL

ADMINISTRATION & STUDENT COMMONS

850 2ND STREET
BRENTWOOD, CA 94513

LIBERTY UNION HIGH SCHOOL DISTRICT

2	12/18/20	ADD-02
4	12/30/20	ADD-03

DSA APP NO. 01-119033

ARCH PROJECT NO: 1783.00
DRAWN BY: PAG
DRAWING SCALE: AS NOTED
PTN: 61721-75 FILE NO: 744

CD
DECEMBER 28, 2020

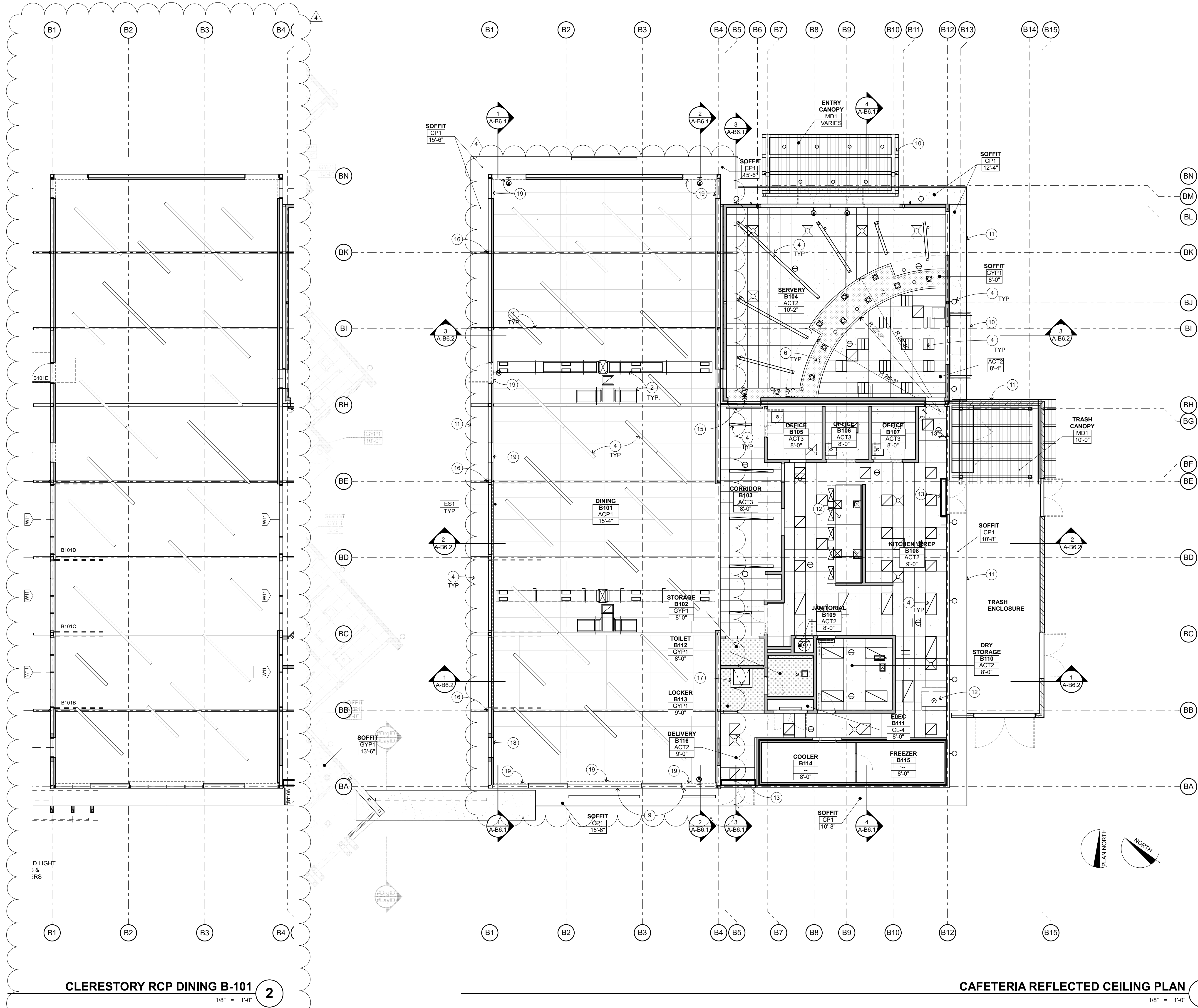
SHEET TITLE

CEILING DETAILS

SHEET NUMBER
ADDENDUM 02
A-10.1

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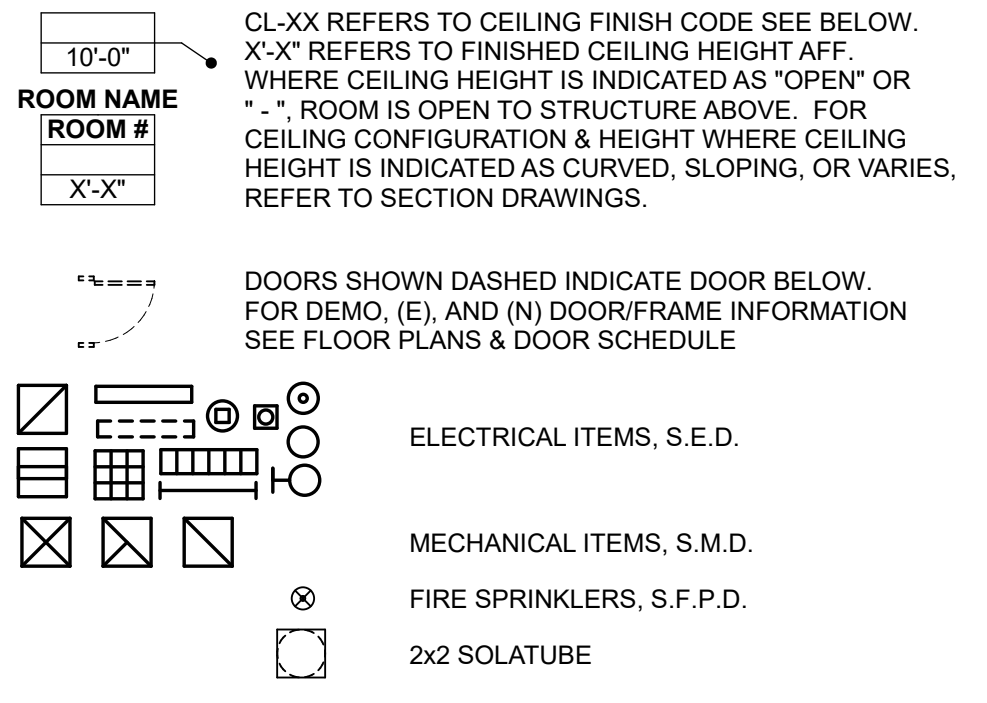
REFLECTED CEILING PLAN KEYNOTES

- NOT ALL KEYNOTES MAY APPLY TO THIS SHEET
- EXPOSED STRUCTURE, S.S.D.
 - MECHANICAL ITEM, S.M.D.
 - PLUMBING ITEM / FIXTURE, S.P.D.
 - ELECTRICAL ITEM, S.E.D.
 - FIRE SPRINKLER, S.P.D.
 - SOFFIT, S.S.D. AND ²²/_{A-10.1} ²⁸/_{A-10.1}
 - SKYLIGHT, SEE ROOF PLAN
 - CEILING ACCESS PANEL
 - METAL PANEL, SEE EXTERIOR ELEVATIONS
 - RAIN CANOPY, SEE ROOF PLAN
 - EDGE OF ROOF ABOVE
 - KITCHEN EQUIPMENT, SEE KITCHEN DRAWINGS
 - AIR CURTAIN, S.M.D.
 - POCKET WINDOW SOFFIT ²¹/_{A-10.1} SIM
 - COILING GRILLE (CONCEALED IN CEILING)
 - RAIN WATER LEADER, S.P.D. AND SEE ¹³/_{A-9.5} ²²/_{A-9.5}
 - ROOF ACCESS HATCH ¹²/_{A-9.4}
 - MANUAL OPERATED WINDOW SHADES ²⁴/_{A-10.2} ²⁹/_{A-10.2}
 - MOTORIZED OPERATED WINDOW SHADES

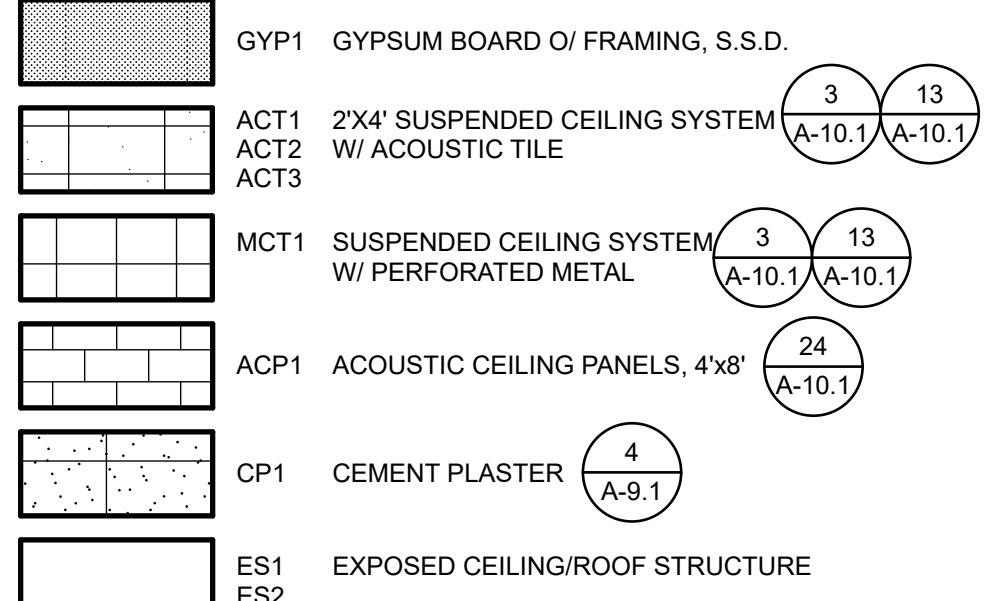
REFLECTED CEILING PLAN GENERAL NOTES

- NOTES & SYMBOLS ARE TO APPLY TO ALL AREAS OF SIMILAR GRAPHIC REPRESENTATION. SUCH INDICATIONS MAY BE LIMITED TO PROMOTE CLARITY OR AVOID REDUNDANCY. NO LIMITATION OF APPLICATION SHALL BE CONSTRUED WITHOUT SPECIFIC NOTATION.
- PENDANT LIGHT FIXTURE LOCATION DIMENSIONS ARE NOMINAL. VERIFY IN FIELD TO MAINTAIN 45° SWING CLEARANCES TO FIXED ELEMENTS.
- S.E.D. FOR HORNS, SPEAKERS, PULL STATIONS, LIGHT FIXTURES AND OTHER FEATURES NOT OTHERWISE SHOWN.
- S.E.D. FOR EXIT SIGNS & EMERGENCY LIGHTING CONDITIONS.
- S.M.D. FOR PIPING, REGISTERS & VENTS NOT OTHERWISE SHOWN. MECHANICAL DUCT LOCATION DIMENSIONS ARE NOMINAL. VERIFY IN FIELD TO MAINTAIN CLEARANCES TO FIXED ELEMENTS.
- CBC TABLE 601- ROOFS AND THEIR MEMBERS OTHER THAN THE STRUCTURAL FRAME MAY BE OF UNPROTECTED NON-COMBUSTIBLE MATERIALS WHEN EVERY PART OF ROOF FRAMING INCLUDING THE STRUCTURAL FRAME IS 20 FEET OR MORE ABOVE THE FLOOR IMMEDIATELY BELOW.

REFLECTED CEILING PLAN LEGEND



CEILING FINISH CODES FOR PAINT FINISHES SEE SEC. 09 9113 (EXTERIOR) & 09 9123 (INTERIOR).
 SEE SHEET A-B-4 FOR FINISH INFORMATION



KEYPLAN



QUATTROCCHI KWOK ARCHITECTS
 Main Office: 636 Fifth Street, Santa Rosa, CA 95404
 Pleasanton Office: 600 Main Street, Suite E, Pleasanton, CA 94566
 (707) 576-0829

JIM THEISS
 LICENSE # C22843
 EXP JUNE 30, 2021

SIGNED: DECEMBER 28, 2020

LIBERTY HIGH SCHOOL

ADMINISTRATION & STUDENT COMMONS

850 2ND STREET
 BRENTWOOD, CA 94513

LIBERTY UNION HIGH SCHOOL DISTRICT

4	12/29/20	ADD-04
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DSA APP NO. 01-119033

ARCH PROJECT NO: 1783.00

DRAWN BY: HM, HE, CH, GRD

DRAWING SCALE: 1/8" = 1'-0"

PTN: 61721-75 FILE NO: 7-44

CD

DECEMBER 28, 2020

SHEET TITLE

CAFETERIA BUILDING REFLECTED CEILING PLAN

SHEET NUMBER

ADDENDUM 04

A-B3.1

GENERAL NOTES


- FOR MECHANICAL GENERAL NOTES, LEGENDS, AND SYMBOLS, REFER TO SHEET M-1.1
- MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE MECHANICAL WORK WITH OTHER TRADES. MAKE ANY OFFSETS AS REQUIRED TO AVOID CONFLICT WITH PIPING, LIGHT FIXTURES, SKYLIGHTS, ETC.
- CONTRACTOR SHALL COORDINATE ALL GRILLE LOCATIONS AND CEILING TYPES PRIOR TO ORDERING GRILLES. SEE ARCHITECTURAL CEILING PLANS AND ELECTRICAL LIGHTING PLANS.
- WHERE BRACING DETAILS ARE NOT SHOWN ON THE DRAWING OR IN THE GUIDELINES, THE FIELD INSTALLATION SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT, MECHANICAL ENGINEER AND FIELD INSPECTOR OF THE GOVERNING AUTHORITY.
- REFER TO ARCHITECTURAL GRAPHICS DRAWINGS FOR SIGNAGE NOT SHOW.

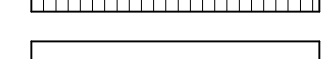
SHEET NOTES

- ROUTE DUCT TO AVOID LIGHTING AND LIGHTING SUPPORTS.
- OFFSET SUPPLY AND RETURN AIR DUCTS UP THROO ROOF AS REQUIRED ON EACH SIDES OF BEAM.
- 24"x24" CAPPED PLENUM ABOVE RETURN AIR REGISTER.

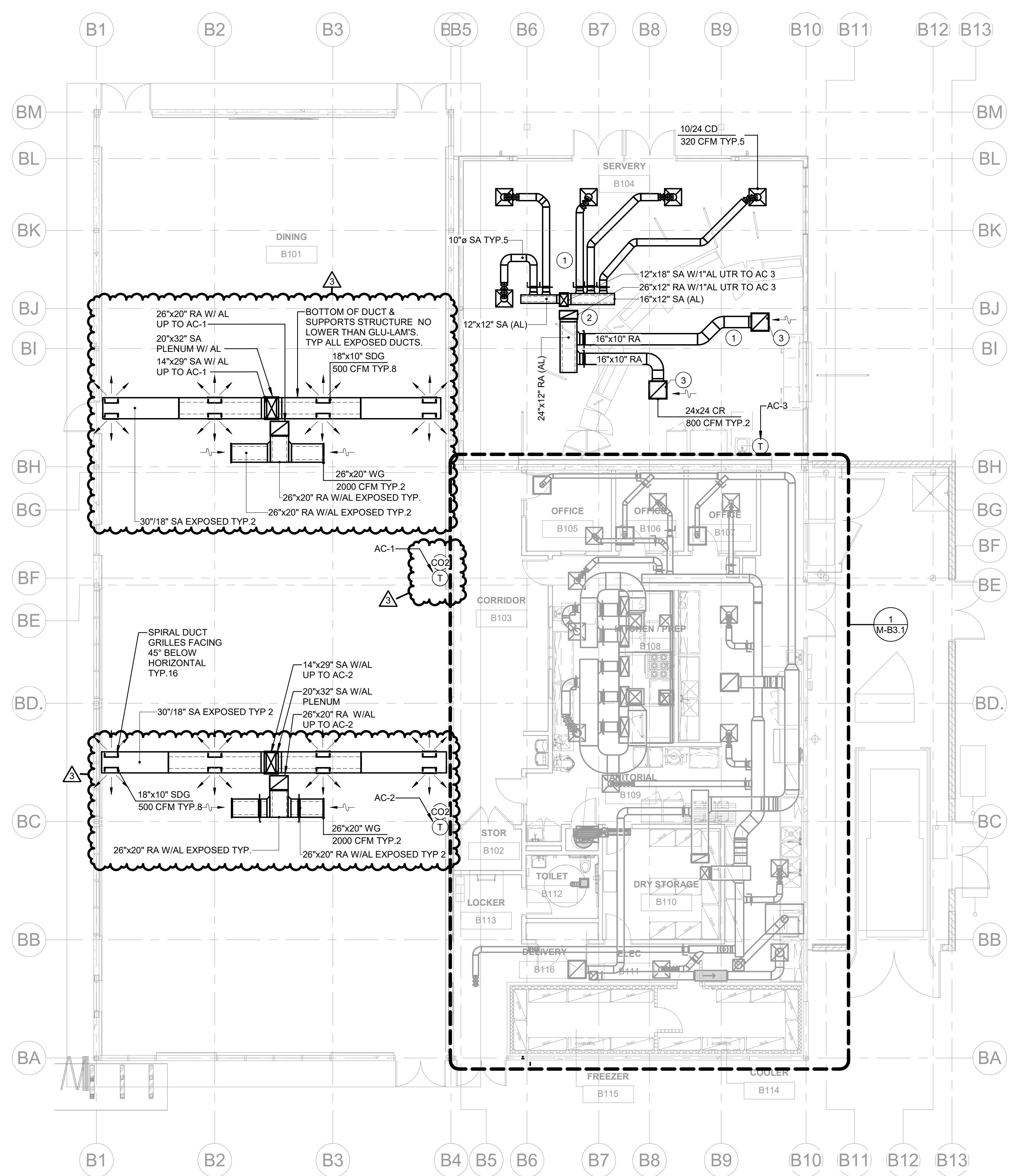
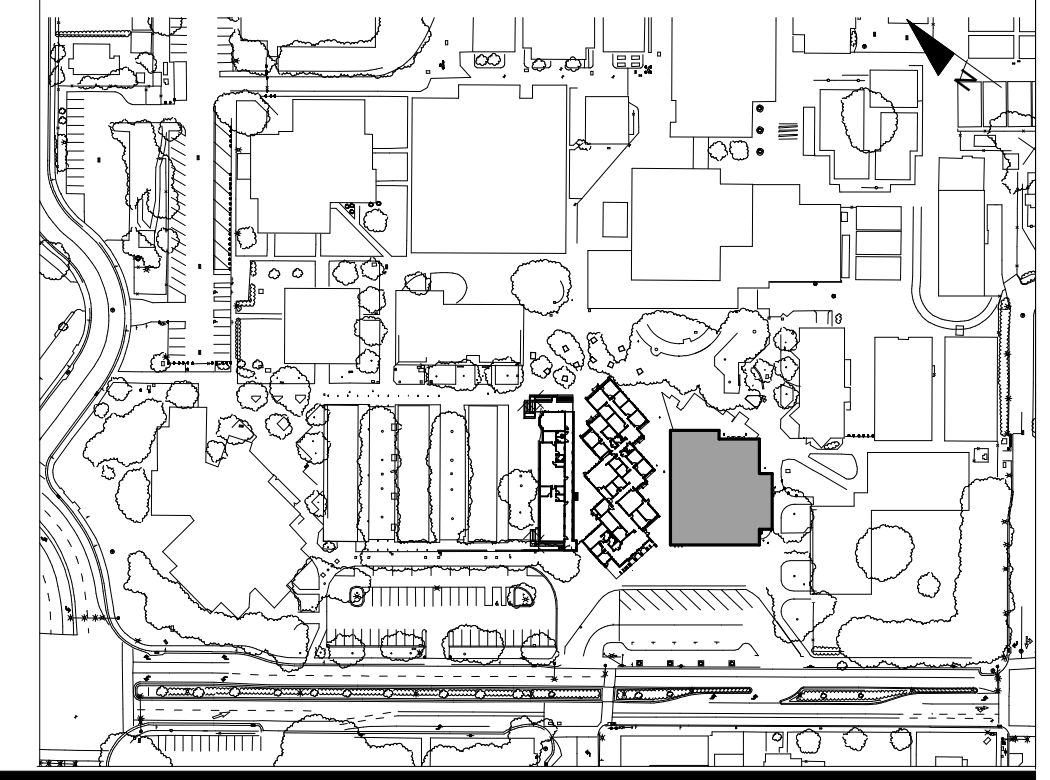
WALL LEGENDS

NOTES:
ALL METAL FRAMING IS 6" STUDS, U.O.N., S.S.D.

 METAL FRAMING - 1-HR RATED FIRE BARRIER

 METAL FRAMING - NON RATED

KEYPLAN



HVAC CAFETERIA BUILDING FLOOR PLAN
1/8" = 1'-0" **1**

QUATTROCCHI KWOK ARCHITECTS
Main Office:
636 Fifth Street, Santa Rosa, CA 95404
Pleasanton Office:
600 Main Street, Suite E,
Pleasanton, CA 94566
(707) 576-0829

GOSTA ENGINEERS INC.
3274 14th Ave., Santa Rosa, CA 95405 ph: 707-252-9177 fax: 707-252-4473

REGISTERED PROFESSIONAL ENGINEER
No. 38600
Exp. 12-31-20
MECHANICAL
STATE OF CALIFORNIA

LIBERTY HIGH SCHOOL

ADMINISTRATION & STUDENT COMMONS

850 2nd STREET
BRENTWOOD CA 94513

LIBERTY UNION HIGH SCHOOL DISTRICT

REVISIONS

NO.	DATE	DESCRIPTION
1	12/29/20	ADD-04

DSA APP NO. 01-119033

ARCH PROJECT NO: 1783.00

DRAWN BY: Author

DRAWING SCALE: 1/8" = 1'-0"

PTN: 61721-75 FILE NO: 7-H4

CD

DECEMBER 2, 2020

CAFETERIA MECHANICAL FLOOR PLAN

SHEET NUMBER
ADDENDUM 03
M-B2.1

**LIBERTY UNION HIGH SCHOOL DISTRICT
PREQUALIFIED CONTRACTORS AS OF DECEMBER 29, 2020
VALID THROUGH DECEMBER 31, 2021**

<u>Contractor</u>	<u>Type of License</u>
3D Datacom	B, C7, C10
Airteks	C20
ALB	A, B
Alessandro Electric	C7, C10
Alten	A, B
American Air Conditioning, Plumbing, Heating	B, C4, C20, C36, C38, C43
American Plumbing	B, C4, C36
AMS Heating	C4, C20, C36, C43
Anaya Construction	B
Arntz	A, B
Asbestos Management Group (AMG)	A, B, C2, C21, C22
B&H Electric	C10
Bay Cities Fire Protection	B, C16
Bay City Mechanical	C4, C20, C36, C43
Beals Martin	A, B
Bel Aire Mechanical	B, C4, C10, C20, C36, C38
Bell Products	A, B, C4, C20, C36, C43
Best Contracting	A, B, C17, C39, C43
Bobo Construction	A, B, C8, C20, C36, C43
Bockmon & Woody Electric Co., Inc.	C10
Bothman	A, B, C8, C27
Bowen Engineering & Environmental	A, B, C10, C21, C22, C29, C33
Cal Pacific Systems	A, B, C4, C10, C20, C36
Charles Pankow Builders	B
Collins Electrical	A, B, C10, C31
Communication Service Company	C10
Con J Franke	C10
Consolidated Engineering	A
CWS Construction Group	A, B
D.A. Bender	C36
DDK Mechanical	B, C20, C36, C43
DecoTech Systems	B, C7, C10
Del Monte	C10
Demolition Services and Grading	A, B, C12, C21
Diede	A, B, C8, C15, C27, C39, C61
Digital Networks Group	C7, C10
Dinelli	C36
Div 15 Tech, Inc.	B, C20
Diversified Power Corp	C10
DL Falk	B
Dowdle	A, B, C4, C20, C36
Du-Mor Fire Systems	C16
EF Brett	A, B
F & H	A, B
Fertado Heating	C20, C43

Contractor**Type of License**

<u>Contractor</u>	<u>Type of License</u>
GCCI	B
GP Mechanical	C20, C43
Granite Rock Company	A, B
Hometown Construction	B, C20, C36
Kerex Engineering	A
KS Plumbing	C36
Lloyd F. McKinney	C7, C10
Marquee Fire Protection	C16, C41A
Matrix	B, C4, C10, C20, C36, C38, C43
McGuire & Hester	A, B, C21, C27, C31
McMillian Data Communications	C10
Meehlies	B
MK Pipelines, Inc.	A, B,
Pacific Coast General Engineering	A
Pacific Metro Electric	B, C10
Pacific Power & Systems	C7, C10
Paschke Electric	C10
PCD	C7, C10
Peterson Mechanical	B,C20,C16,C36,C38,C42,C43,C4, C34
Point One Electrical Systems	B, C7, C10
Presidential Fire Protection	C16
Prime Mechanical	B, C4, C20, C36, C38
Quality Sound	C7, C10
Red Top Electric	B, C7, C10
Rodan	A, B, C21
Saboo	A, B, C10, C20
Sausal Corp	B
Sebastian Corp.	A, B, C7, C10
Smith and Sons Electric	C10
Southern Bleacher	A
Sturdiesteel	A
SW Allen	A, B, C39, ASB
Teichert Construction	A, B, C10, C22, C27
Trahan Mechanical	C20, C43
Vanden Bos Electric	B, C7, C10
WA Thomas	A, B
Walker Telecomm	B ,C7, C10
W.C. Maloney	A, C21
Zapein Electric	C10, C38
Zovich & Sons	A, B, C8