



EL MONTE UNION HIGH SCHOOL DISTRICT

Purchasing Department

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September 10, 2026

TO : All Bidders
FROM : El Monte Union High School District
BID # : 2026-27-B4
PROJECT : **Arroyo High School Site Preparation and Portable Relocation Project**
SUBJECT : Addendum No. 3

The following changes, omissions, and/or additions to the Project Manual and/or Drawings shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with the Addendum, and that all trades shall be fully advised in the performance of the work which will be required of them.

Bidder shall acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

In case of conflict between Drawings, Project Manual, and this Addendum, this Addendum shall govern.

1. REVISIONS TO THE CONTRACT DOCUMENTS & GENERAL CONDITIONS

1. Article 11 (Insurance and Bonds) – Inclusion of Statewide Educational Wrap Up Program (SEWUP) Provisions

Article 11 of the General Conditions is hereby amended to incorporate the 2025–2027 SEWUP Contractual Provisions.

- Owner-Controlled Insurance Program (OCIP) / SEWUP Coverage:
 - Bidders are advised that the District will provide project-specific insurance coverage under the 2025–2027 SEWUP Joint Powers Authority (JPA) Program for all eligible contractors and subcontractors performing work at the site.
 - Coverage provided under SEWUP shall include Workers' Compensation, General Liability, and Builders' Risk as outlined in the SEWUP Manual and Master Policies.
- Excluded Insurance Costs from Bid Price:
 - Bidders shall exclude the cost of insurance coverage provided under the SEWUP program (Workers' Compensation and General Liability) from their base bid calculations.

- Bidders and their listed subcontractors are required to maintain off-site insurance coverage (including Automobile Liability, Off-Site General Liability, and Workers' Compensation for off-site operations) in accordance with Section 11.5 and Section 11.6 of the General Conditions.
- Enrollment Requirements:
 - The successful Contractor and all sub-tier contractors must complete full enrollment in the SEWUP program prior to receiving authorization to commence work on site.
 - Certificate of Insurance (COI) verifying required off-site coverages must be submitted concurrently with the executed Agreement and required Performance/Payment Bonds.

2. RESPONSE TO RFI'S

See attached list.

ATTACHMENTS

The following documents are incorporated into the Bidding Documents and attached to this Addendum:

- **SEWUP Contractual Provisions**
- **RFIs and Response to RFIs**
- **Arroyo Site Preparation Site Plan (noted in the attached RFI response)**
- **Revised Fleet Compliance Certification Form (noted in the attached RFI response)**

END OF ADDENDUM NO. 3

Exhibit

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

1.1 INTRODUCTION

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

The SEWUP JPA will provide Workers’ Compensation, Employer’s Liability, General & Excess Liability, 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. The OCIP coverages will be primary to other valid and collectable insurance for the owner and enrolled parties in the program.

Insurance coverage provided under the OCIP is limited in scope and specific to work performed after the inception date of enrollment into the OCIP. Labor and ongoing operations related to offsite locations are not covered by the OCIP. In addition to any insurance provided by the Owner, all Contractors/Subcontractors will be responsible for providing certain insurance as specified in section 1.7. The Owner recommends that Contractors discuss the OCIP with their insurance agents, brokers or consultants to ensure that other proper coverages are maintained prior to contract acceptance.

Keenan & Associates, hereinafter called “Program Administrator”, shall administer the OCIP on behalf of the SEWUP JPA. At all times, all Contractors/Subcontractors shall: (a) cooperate with Owner, Program Administrator, and all OCIP insurers, as applicable, and their respective consultants, agents and representatives, in its or their administration of the OCIP and all other terms and conditions described herein, and (b) comply with the terms, conditions, warranties, and subjectivities of the insurance policies provided pursuant to the OCIP, including, without limitation, any and all directives and requirements of Owner’s and the OCIP insurers’ respective consultants, agents and representatives, including, without limitation, any directive or requirement relating to loss control, and quality control, and the closure to Owner’s satisfaction of open items on any and all quality control checklists and inventories.

A. Participation in the OCIP

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor/Subcontractor must follow the guidelines, as specified in section 1.5.

Definitions:

Enrollment: Required application and documents to be submitted by Contractors/Subcontractors of all tiers for review by the OCIP Program Administrator for submission to the insurer. (See Sections 1.7 and 1.8)

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.

Subcontractor: Includes, but is not limited to, all businesses, vendors, suppliers, 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, including all sub-tier contractors.

Enrolled Contractor: All Eligible Contractors/Subcontractors of all tiers are considered Enrolled once required application and documents are received, reviewed, and processed by the OCIP Program Administrator and submitted to the insurer. (See Sections 1.7 and 1.8)

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 certain entities and scopes of work, including, but not necessarily limited to the following: consultants; suppliers; abatement and/or removal of hazardous materials; vendors; off-site fabricators; 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; and contractors performing landscape maintenance (though landscape work itself is covered). Ineligible parties are required to ensure that any (of their) eligible subcontractors who provide on-site labor comply with the OCIP Enrollment requirements. Program Administrator reserves the right to reconsider any entity's participation in the OCIP should its scope of work or contract change at any time. **Any questions regarding a contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner and must be approved by the Program Administrator.**

EACH CONTRACTOR/SUBCONTRACTOR MUST INCLUDE THIS DOCUMENT WITH THEIR BID SPECIFICATIONS TO ANY AND ALL SUBCONTRACTORS, INCLUDING ALL SUB-TIER 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 party's commencement of their work and entry onto the Project. Contractors and Subcontractors of all tiers 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 Contractor/Subcontractor shall be solely responsible for any and all losses, damages, claims, liabilities, and suits arising out of such Subcontractor's failure to enroll, or delay in enrolling, any of its Subcontractors.

Unless otherwise directed by the Owner, Ineligible Contractors and Subcontractors will be required to maintain their own insurance for both on-site and off-site activities and will be required to participate in the Project Safety Program (See Section 1.16). Minimum Insurance and endorsement requirements are located in Sections 1.7 & 1.8. Each ineligible contractor must register with the OCIP's online portal ("WrapPortal"). All required certificates and endorsements must be supplied via WrapPortal.

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 following:

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

With the exception of 1 and 2 mentioned above, off-site locations, labor and ongoing operations are not covered by the OCIP. It will be the responsibility of each Contractor/Subcontractor to maintain off-site insurance, as identified in Section 1.7, which specifies coverage types and minimum limits. Contractor/Subcontractor will promptly furnish to the Owner, or its designated representative, Certificates of Insurance evidencing that all required insurance is in force.

1.2 PREQUALIFICATION & COST IDENTIFICATION

A. Contractor Pre-Qualification

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

1. **Average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years OR the current published year.**
 - *We encourage the bidder to choose subcontractors who meet these requirements however this will not exclude eligible subcontractors from enrolling in the OCIP.*
2. **Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years**
3. **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 any change order issued to the contract is priced to exclude any costs relating to any insurance coverage afforded under the OCIP.

1.3 OWNER-PROVIDED INSURANCE COVERAGES

CONTRACTOR/SUBCONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND LIMITATIONS. THE ORIGINAL POLICIES WILL PREVAIL AS THE SOLE BINDING AGREEMENT IN CONNECTION WITH ANY CLAIM OR QUESTION REGARDING COVERAGE PROVIDED BY THE OCIP. OCIP POLICIES AND THE 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.

OCIP coverage applies only to Work performed under the contract at the Project (see Section 1.1, B for definition). All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.

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

The Contractors/Subcontractors enrolled in the OCIP agree that the OCIP policies' limits of liability, coverage terms, and conditions shall determine the scope of coverage provided by the OCIP. As of October 1, 2025, 100% of the limits are available.

A. Workers' Compensation and Employer's Liability Insurance will be provided in accordance with applicable state laws to all Enrolled Contractors/Subcontractors (each as a 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, 2025. The policy term is three years, with one automatic two-year renewal. The policy is intended to remain in effect for the length of the construction of the Project or through October 1, 2030 at 12:01am, whichever comes first. Warranty work and post contract repair work is excluded. Contractor and each Subcontractor is insured under the policy for the length of its work at the Project, or the policy end date, whichever comes first.
4. Workers' Compensation claims handled by this OCIP are still reflected in an Enrolled Contractor's Experience Modification Rating (EMR). Claims occurring on this OCIP project will impact an Enrolled Contractor's EMR the same way as claims occurring on non-OCIP work.

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 insureds, with the total limits of liability reflecting the following*:

- \$125,000,000 Each Occurrence
- \$195,000,000 General Liability Aggregate
- \$125,000,000 Products / Completed Operations Aggregate Limit

*The noted limits apply to the 10 Year Extended Completed Operations Coverage Term with no reinstatement (see Section 1.3.B.4.b)

1. Deductible: None
2. Conditional Warranties*:
 - a. **Subsidence:** It is expressly warranted that the Named Insured and all Contractors and Sub-Contractors comply with all recommendations contained in the geotechnical/environmental reports. Failure to comply will result in subsidence coverage being null and void and a full subsidence exclusion would be re-instated.
 - b. **EIFS Installation Agreement:** The following terms and conditions shall be satisfied in connection with all EIFS work on any Project:
 - i. EIFS work is to be specifically identified, and its value declared.
 - ii. All EIFS work will be monitored by an independent EIFS inspection company to document compliance with manufacturers' handling and installation instructions.
 - iii. EIFS product manufacturers and warranty providers will be identified and provided to the Owner.
3. Exclusions: The known exclusions for this coverage are set forth below:

- | | |
|--|--|
| • Aircraft, Auto or Watercraft | • Pollution and Hazardous Materials |
| • Asbestos | • Prior Continuous, or Progressively Deteriorating Injury or Damage |
| • Medical Payments Coverage | • Professional Liability |
| • Certain Exclusions to Personal and Advertising Injury Liability | • Property Damage to the Project During the Course of Construction |
| • Certified Acts of Terrorism | • Punitive Damages |
| • Communicable Disease | • Residential and Condominium Conversion |
| • Contractual Liability (Limited Coverage Provided) | • Recall of Products, Work Or Impaired Property |
| • Cross Suits – Limited | • Silica or Silica Mixed Dust |
| • Cyber and Data | • Subsidence - Conditional Warranty – So long as Contractor/Subcontractors follows specifications of geotechnical/environmental reports then the exclusion will be waived; if not, exclusion will be fully implemented |
| • Employers Liability | • Violation of Statutes Governing Collecting, Transmitting Information |
| • Employment Related Practices | • Violation of Statutes Governing Email, Fax, Phone Calls |
| • Expected or Intended Injury | • War |
| • Fungi Or Bacteria | • Workers' Compensation and Similar Laws |
| • Lead | |
| • Certain exclusions for transportation or use of "Mobile Equipment" | |
| • Nuclear | |
| • Personal and Advertising Bodily Injury | |

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 tables. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions and policy terms.

4. **Policy Term:**
 - a. The master policy effective date is October 1, 2025. The policy is intended to remain in effect for the length of the construction of the Project or through October 1, 2030 at 12:01am, whichever comes first.
 - b. The policy provides an Extended Products-Completed Operations Hazard Period of a maximum of 10 years from the date of substantial completion of the Project

C. Contractor's Pollution Liability is written 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 and Self Insured Retention (SIR):

- \$15,000,000 Per Claim / \$25,000,000 Policy Aggregate
 - Defense costs up to \$1,000,000, which are outside of the Limits of Liability
1. \$10,000 Self Insured Retention (SIR) Each Claim: Contractor/Subcontractor shall be liable for payment of the SIR, 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 SIR will apply to each occurrence and must be satisfied prior to payment of loss or expense by the carrier. The SIR amount shall not be reimbursed by the OCIP Insurance Program or the District.
 2. 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 | • Terrorism |
| • Employment Related Practices | • War |
| • Owned Hazardous Materials Facility | • Workers' Compensation and Similar Laws |

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

3. Policy Term: The master policy effective date is October 1, 2025. The policy is intended to remain in effect for the length of the Project or through October 1, 2030 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 insureds. The deductible schedule is as follows:

Deductibles

- \$5,000 - \$50,000 deductible (depending on type of structure) for Wood Frame, Modular, Tilt-Up Construction, Joisted Masonry, and Fire Resistive / Non-Combustible / Masonry Non-Combustible.
 - Up to \$100,000 deductible for Water Damage to All Construction Types
 - Deductibles are subject to increase if a Project's Builder's Risk term is extended 60 days or more.
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
- Certain Offsite Property
- Certain Release, Discharge, Escape, or Dispersal of Contaminants or Pollutants
- Certified Acts of Terrorism (Optional Coverage)
- Cessation of Work
- Consequential Loss (except as provided in Delay in Opening Coverage)
- Communicable Disease
- Contractor's Tools, Machinery, Plans, Equipment
- Cost of Making Good (Optional Coverage)
- Damage to Existing Property (Optional Coverage)
- 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 Coverage)
- Electrical, Magnetic, or Errors Related to Electronic Records
- Financial Accounts, Instruments, Stamps, Deeds, Precious Material
- Flood (Optional Coverage) (rain and the accumulation of rainwater included in Flood definition)
- 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

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.

3. **Special Conditions: All Wood Frame and Modular projects are subject to Protective Safeguards as shown in 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 referenced in these contractual provisions and the other contract documents are set forth in full in the OCIP insurance policies. The summary descriptions of such policies in these contractual provisions, in the Project Insurance Manual, or in any other contract document or elsewhere are not intended to be complete or to alter or amend any provisions of the actual OCIP policies. To the extent, if any, such descriptions herein or therein conflict with any such insurance policies, the provisions of the actual insurance policies shall govern. To the extent there are any other conflicts between or among the provisions of such insurance policies, these contractual provisions, the contract documents, or the Project Insurance Manual, then in descending order, the insurance policies shall govern, followed by these contractual provisions, the contract, the other contract documents, then the Project Insurance Manual. Contractor/Subcontractor acknowledges that it has had the opportunity to review the insurance policies as provided in Section 1.3, and that it is relying solely on the provisions set forth in the insurance policies, and not upon any

oral or written statement or reference in these contractual provisions, any other contract document, the Project Insurance Manual, or otherwise.

1.4 OCIP CERTIFICATES AND POLICIES

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

1.5 CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

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

A. Contractor Eligibility, see Section 1.1, A for definition.

B. Contractor Registration & Enrollment

The Program Administrator will provide online registration via WrapPortal (see Section 1.1 A); a User Name, Password and URL for website enrollment will be provided to each Subcontractor upon entry of Subcontractor identifying information into WrapPortal by Contractor or Parent Subcontractor regardless of enrollment eligibility.

An Eligible Contractor/subcontractor is not enrolled until the Program Administrator and OCIP insurers receive and approve a completed OCIP Enrollment via WrapPortal 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 1.7 and 1.8) via WrapPortal.

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 1.4

All Contractors/Subcontractors of all tiers shall cooperate with and require their Subcontractors to cooperate with the Owner and the Program Administrator regarding 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 WrapPortal 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 to the Program Administrator, the Contractor, Construction Manager and/or Owner may withhold payment from the prime or parent contractor 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).

2. 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).

3. Contractor's Completion Notice

*Contractor's Completion Notice must be submitted to the Program Administrator via WrapPortal upon completion of work at the Project, which includes punch list items, but not warranty work. Contractor/Subcontractor shall cooperate with Contractor in completing the Contractor's Completion Notice. The Contractor's Completion Notice shall evidence all enrolled Contractors/Subcontractors' **final contract value, actual start and completion dates**, per contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).*

4. 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. Neither the Contractor or Subcontractor of any tier shall impede or otherwise prevent Owner, their representatives or the Program Administrator or their respective consultants from entering or otherwise accessing the project or its related off-site locations. Nothing in this document, or any other contract document or in the Project Insurance Manual, shall be deemed to render Owner or any of its affiliates of any tier an employer of Contractor/Subcontractor or any of its Subcontractors or any of its or their personnel or employees.

Failure to comply will be considered non-performance under the contract.

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

Contractor/Subcontractor shall keep and maintain accurate records and information in accordance with the requirements of the OCIP Insurer(s), the Project Administrator, the Project Insurance

Manual, and the contract documents, and shall provide such records and information to Owner, the Program Administrator, and/or the OCIP insurers upon request.

1.6 **OCIP DISCLAIMER**

The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses all the risks of the Contractors/Subcontractors. Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any additional insurance coverage purchased will be at Contractor's/Subcontractor's option and sole expense.

1.7 **REQUIRED CONTRACTOR/SUBCONTRACTOR PROVIDED INSURANCE COVERAGES**

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance evidencing that coverage is in force and any required Additional Insured Endorsements to the Owner, with a copy to the Program Administrator for the following coverages, before commencing work on the Project.

- A. Automobile Liability Insurance Requirements and Limits:** See Section 1.8 for Certificate Holder and Additional Insured Endorsement specifications. Automobile Liability Insurance must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

All Contractors/Subcontractors*

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

***See Section 1.8 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 Liability 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 Liability Per Person or Organization

Ineligible Contractors / Subcontractors (Excluded)

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage Liability 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 Liability Per Person or Organization

- D. Professional Liability Insurance:** If Contractor's/Subcontractor's work requires design and/or design-assist services, or Contractor/Subcontractor performs professional services of any kind, Contractor/Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:

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

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

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

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

\$1,000,000 per Claim/Aggregate

Aircraft or Watercraft Liability Insurance: If any Contractor/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, including without limitation aircraft insurance required in connection with use of drones, 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." **Use of drones or other aircraft or watercraft without the required insurance shall**

be a material breach of the Contract. Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the District:

\$5,000,000 per Claim/Aggregate

1.8 REQUIRED CONTRACTOR/SUBCONTRACTOR CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENTS

Certificates of Insurance and Additional Insured Endorsements acceptable to the Owner and Program Administrator must be filed with the Owner within ten (10) days after award of the contract to all Contractors/Subcontractors and prior to commencement of on-site activities.

All required insurance shall be maintained, without interruption, from the date of commencement of on-site activities, until the date of the final payment or expiration of any extended period, as set forth in this agreement. These certificates and additional insured endorsements required by Section 1.7 and 1.8 shall provide not less than thirty (30) days prior written notice to the Owner, with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

Certificates of Insurance: The Project must be identified on the Certificate of Insurance in the “Description of Operations/Locations/Vehicles/Special Items” section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

Certificate Holder:

{Insert District Name}

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

Additional Insured Endorsements: The Owner must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, “Name of Person or Organization”, as specified below:

1. **The 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 policies.

{Insert District Name}

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

1.9 CONTRACTOR/SUBCONTRACTOR INSURANCE FOR PERSONAL PROPERTY AND EQUIPMENT

All Contractors/Subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased, or rented by any Contractor/Subcontractor. Contractors/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Contractors’/Subcontractors’ sole source of recovery in the event of a loss.

Any type of insurance or any increase of limits of liability not described in this Section, which the Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and at their expense.

1.10 ASSIGNMENT OF RETURN PREMIUMS

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP.

1.11 WAIVER OF SUBROGATION AND OWNER INDEMNIFICATION

With respect to their work on the Project:

1. Owner waives all rights of subrogation and recovery against the Contractors/Subcontractors for 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 for any loss or damage which is insured under the OCIP.
3. The Contractors/Subcontractors are obligated to obtain insurance required herein to insure against risks not covered by the OCIP. It is Contractor's responsibility to ensure that it and its Subcontractors have obtained required insurance. Failure of Entity or any Subcontractor to obtain required insurance shall not invalidate or negate any obligation to indemnify the District for damages or claims not covered by the OCIP.

1.12 NO RELEASE

The provision of the OCIP by the Owner will in no way be interpreted as relieving the Contractors/Subcontractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

1.13 OWNER'S RIGHT TO AUDIT

The Contractor/Subcontractor will permit the Owner and/or its representative to examine and/or audit its books, records, and insurance policy information. Contractor/Subcontractor will also provide any additional information to the Owner, or its appointed representatives, as may be required.

1.14 DUTIES IN THE EVENT OF A LOSS

Contractors/Subcontractors are required to report all losses and 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 Project and that the insurers are called upon to adjust.

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

1.15 OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

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

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

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

1.16 PROJECT SAFETY PROGRAM

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

A. Safety Orientation

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

B. Program Management

1. Each Contractor/Subcontractors shall have the following safety programs:
 - a. Injury and Illness Prevention Plans
 - b. Hazard Communication Programs
 - c. Heat Illness Prevention Plans
2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health. A competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

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. Work performed from scaffolds
 - f. Work performed from ladders

Exceptions: The following exceptions apply only to framers and wood frame activities:

- a. When installing or "rolling" the joists, Cal/OSHA fall protection requirements shall govern.
- b. When framers are walking/working on securely braced joists, rafters, or roof trusses on center spacing not exceeding 24 inches, and more than 6' from an unprotected side or edge, they shall be considered protected from falls between the joists, rafters, or roof trusses.

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.
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 use of wire ropes as top rails and intermediate rails of guardrail systems used for perimeter protection, or at interior openings such as stairways and elevator shafts, shall be installed in accordance with Cal/OSHA requirements. Additionally, wire ropes shall be secured to each support and taut at all times. The maximum deflection of the top rail when a load of 200 pounds is applied in any direction at any point of the top rail shall not exceed 3 inches in one direction which includes the free hanging sag in the wire rope.
8. The minimum parapet height allowed for fall protection is 42 inches or greater.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

Exception: When adjustable scaffolds are utilized, rest platforms shall not exceed 20' vertical intervals.

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, and to 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. At all times, hard hats shall be worn in the construction environment. Hard hats shall meet the requirements of ANSI Z89.1. No modification to the shell or suspension is allowed except when such changes are approved by the manufacturer.
4. 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.
5. 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.
6. Alcohol is prohibited on District property always.
7. 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.
8. 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.
9. All prime contractors must attend the site-specific pre-construction meeting.
10. 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.
11. Contractors and subcontractors at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by contract work. Contractors and subcontractors shall not leave debris under, in, or about the premises. Upon completion of the contract work, contractors and subcontractors shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, windowsills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractors and subcontractors shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from the site. No glass containers are permitted on the site.
12. Theft or willful damage to any property of the Owner, student, or other contractors will be prosecuted fully.
13. 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.

F. Fire Prevention During Welding, Cutting, and Other Hot Work

1. Contractors engaged in welding and allied processes, heat treating, grinding, cutting, thawing pipe, powder-driven fasteners, hot riveting, torch-applied roofing in conjunction with the requirements of NFPA 241, and similar applications producing or using a spark, flame, or heat shall adhere to National Fire Protection Association Standard 51B entitled "Standard for Fire Prevention During Welding, Cutting, and Other Hot Work."

G. 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. The incident investigation report shall be e-mailed to Keenan and Associates within 5 working days.
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.

H. Return to Work:

1. The District and OCIP Carrier are committed to working with all Enrolled Contractors and Subcontractors to promote the successful & timely return to work of injured employees following a work-related injury. The purpose of this policy is to ensure that Enrolled Contractor/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.
 - a. 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 to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

I. Conflicting Safety Requirements:

Contractors and subcontractors shall adhere to all applicable federal, state, local, and contractual safety and health requirements. If there is a conflict between any of these safety and health requirements, the most stringent requirement shall apply.

J. 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.

K. Professional Conduct Clause

Contractors and subcontractors shall at all times adhere to safety requirements (contractual and regulatory) and shall encourage safe and professional behavior among their employees. Contractor and subcontractors shall not allow on the job site any unfit person, unsafe person, anyone unskilled and unqualified to perform the work assigned to them, or anyone exhibiting such qualities. Any person in the employ of the contractor or subcontractor whom the District or the District's agent/representative may deem incompetent, unsafe, or unfit shall be immediately dismissed from the OCIP job site and shall not again be allowed on the OCIP the job site except with the written consent of District or the District's agent/representative. The District reserves the right to request that the contractor or subcontractor's assigned Project Supervisor/Manager be replaced immediately.

1.17 OWNER'S INSURANCE OBLIGATIONS; CONTRACTORS'/SUBCONTRACTORS' OBLIGATIONS; REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

(a) Owner assumes no obligation to provide insurance other than that summarily described in these Contractual Provisions, in the Project Insurance Manual, and in the OCIP insurance policies. Contractor/Subcontractor shall review the OCIP coverages, limits of liability, and insurance policies to satisfy themselves that the coverages offered thereby meet its needs. Nothing contained herein shall be deemed to place any responsibility on Owner, and Owner disclaims any responsibility, for ensuring that the insurance provided by the OCIP is sufficient for the conduct of Contractor's/Subcontractor's business or performance of the Work, including, without limitation, the adequacy of the limits of liability provided by, and as to all other terms, conditions, and exclusions of, the OCIP insurance policies. The furnishing of insurance by Owner through the OCIP shall in no way relieve or limit or be construed to relieve or limit Contractor/Subcontractor of any responsibility, liability or obligation imposed by the contract, the contract documents, the Project Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, all indemnification obligations on the part of Contractor/Subcontractor.

(b) By enrolling in the OCIP, Contractor/Subcontractor acknowledge that (i) the limits of liability of the OCIP insurance policies are shared by all insured parties under the OCIP; (ii) Owner is not an insurer or in the business of insurance and is not an agent, broker, partner or guarantor of Contractor/Subcontractor or any of the insurance companies providing coverage under the OCIP (the "OCIP insurers"); and (iii) Owner is not responsible for (a) the availability, adequacy, or exhaustion of the limits of the OCIP, (b) the present or future solvency of any of the OCIP insurers or (c) any claims or disputes by, between or among Owner, Contractor/Subcontractor and any of the OCIP insurers, including, without limitation, claims or disputes arising out of any the OCIP insurers' payment or nonpayment of claims or losses, or such insurers' contractual or extra-contractual duties, including, without limitation, defense and/or indemnity obligations. Any type of insurance coverage or limits of liability not provided by the OCIP which Contractor/Subcontractor desires for its own protection, or which is required by applicable laws or regulations, shall be its sole responsibility and expense and shall not be included in its compensation for performance of the contract 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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

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 contract work and the expiration or other termination of the Agreement.

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

(a) If a claim, demand, suit, or other proceeding (“Claim”) is brought against more than one insured under the OCIP, Owner and Contractor/Subcontractor recognize the common interest of all OCIP insureds in jointly defending that Claim. To the fullest extent permitted by law, and absent a material, current, actual, conflict of interest that cannot be waived and which mandates the appointment of separate counsel under applicable law, Owner and Contractor/Subcontractor insured under the OCIP (i) shall be defended by the same counsel and by the same consultants and experts selected by Owner and/or the OCIP insurers at its or their sole discretion, regardless of whether the defense under the OCIP is provided subject to a reservation of rights issued by any OCIP insurer, and (ii) waive their respective rights to independent counsel as to any and all such Claims. This waiver is deemed to be continuing. Contractor/Subcontractor agrees to execute such other documents as are required to effectuate this waiver and fulfill the purpose of this Section 1.18.

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

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

1.19 Duty of Care

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

**Wood Frame Projects with total insured values greater than \$15M may also be required to provide the following:

- Electronic Security – Electronic security by a contracted service from a surveillance company that owns and operates a UL-certified, North American based monitoring center. The surveillance system must be cloud-based and operational covering 100% of the INSURED PROJECT site utilizing infrared illumination or thermal imaging cameras. The electronic security system must have the following capabilities:
 - Live audible voice-over functionality;
 - Lighting or visual indication features;
 - Four hour back up battery life in the event AC power is lost.

OCIP EXHIBIT B

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
SEWUP Department*

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Preface

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
- Provides 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, (herein referenced as the “District” or the “Owner”). The OCIP is an insurance program that insures eligible and enrolled subcontractors, for work performed at the Job Site (at times referenced herein as the “Work”). **Keenan & Associates**, hereinafter called “Program Administrator”, will administer the OCIP on behalf of the SEWUP JPA.

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 bidding prime or general contractor (“Contractor”) and subcontractors of every tier (“Subcontractor”) is 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 Contracts between the District, Construction Manager, and Contractor (Enrolled Parties), the OCIP Policies or Owner’s Contracts will govern.

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 the OCIP’s online portal (“WrapPortal”) (www.keenanwrap.com) and adhere to all program requirements, as specified in [Section 5.0](#).

The program Administrator will provide a User Name, Password and URL for website enrollment to each subcontractor upon entry of Subcontractor identifying information into WrapPortal by its Contractor or Parent Subcontractor.

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. Contractors and subcontractors of all tiers 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 Contractor/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.

Enrollment (Definition): Required application and documents to be submitted by Contractors/Subcontractors of all tiers for review by the OCIP Program Administrator for submission to the insurer.

Enrolled Contractor (Definition): All Eligible Contractors/Subcontractors of all tiers are considered Enrolled once required application and documents are received, reviewed, and processed by the OCIP Program Administrator and submitted to the insurer.

1.2 Subcontractor Eligibility

A. Eligible

Includes all Contractors and 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 certain entities and scopes of work, including, but not necessarily limited to the following: consultants; suppliers; abatement and/or removal of hazardous materials; vendors; off-site fabricators; 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; 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 and are provided with a copy of this OCIP Manual. Program Administrator reserves the right to reconsider an ineligible entity's participation in the OCIP should its scope of work or contract change at any time. 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](#)).

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.

1.3 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:

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

With the exception of 1 and 2 mentioned above, off-site locations, labor and operations are not covered by the OCIP. It will be the responsibility of each contractor 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

Questions Regarding OCIP

Refer questions concerning the OCIP and its administration or coverages 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
Certain Underwriters at Lloyd's of London
Certain Underwriters at Lloyd's of London
Endurance American Specialty Insurance Company
Crum & Forester Specialty Insurance Company
Texas Insurance Company
Fair American Select Insurance Company
Great American Assurance Company
Starr Surplus Lines Insurance Company
Westchester Surplus Lines Insurance Company
Navigators Specialty Insurance Company
Fortegra Specialty Insurance Company
Illinois Union Insurance Company
Berkley Assurance Company

Builder's Risk
Contractor's Pollution Liability

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 contractor that is enrolled for

coverage in the OCIP (“Enrolled Party”) via WrapPortal. 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 a 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, 2025. The policy term is three years, with one automatic two-year renewal. The policy is intended to remain in effect for the length of the construction of the Project or through October 1, 2030 at 12:01am, whichever comes first. Warranty work and post contract repair work is excluded. Contractor and each Subcontractor is insured under the policy for the length of its work at 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 Insureds 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

\$195,000,000 General Liability Aggregate

\$125,000,000 Products / Completed Operations Aggregate Limit

- Ten (10) year Products and Completed Operations Extension after project completion with a single non-reinstated aggregate limit.

Policy Forms: “Occurrence” Form

Contractor Deductible: None

Conditional Warranty:

Subsidence: It is expressly warranted that the Named Insured and all Contractors and Sub-Contractors comply with all recommendations contained in the geotechnical/ environmental reports. Failure to comply will result in subsidence coverage being null and void and a full subsidence exclusion would be re-instated.

EIFS Installation Agreement

The following terms and conditions shall be satisfied in connection with all EIFS work on any Project:

1. EIFS work is to be specifically identified and its value declared.
2. All EIFS work will be monitored by an independent EIFS inspection company to document compliance with manufacturers' handling and installation instructions.
3. EIFS product manufacturers and warranty providers will be identified and provided to the Owner.

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 list 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, 2025. The policy is intended to remain in effect for the length of the Project or through October 1, 2030 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 insureds. 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 of 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 terms, limits, 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

- \$5,000 - \$50,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
- Up to \$100,000 deductible for Water Damage to All Construction Classifications.
- Deductibles are subject to increase if a Project's Builder's Risk term is extended 60 days or more

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 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 Claim / \$25,000,000 Policy Aggregate
Defense costs up to \$1,000,000 (outside the Limits of Liability)

Self Insured Retention: \$10,000 Each Claim

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, 2025. The policy is intended to remain in effect for the length of the Project or through October 1, 2030, 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 required Certificates of Insurance and Additional Insured Endorsements acceptable to the Owner and Program Administrator. Copies should be provided to the Program Administrator via WrapPortal, 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 and General Liability 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 Liability 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 Liability Any One Person or Organization

- 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.

- Subcontractor's policy 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.
- Coverage 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

Please note, Drones are considered aircraft and coverage is expressly excluded from the OCIP policies.

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:

{Insert 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.

{Insert 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 WrapPortal, 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 WrapPortal
- Notifying the SEWUP Department of all awarded subcontracts via WrapPortal
- Maintaining and reporting monthly payroll records (by all eligible subcontractors) via WrapPortal
- 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 pays the insurance premiums for the OCIP coverages described in this manual under section 3.0 OCIP Coverages.

A. 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.

B. Change Order Pricing

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

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 of all tiers 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. 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 WrapPortal 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 WrapPortal 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 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 third-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

Contractor's Completion Notice

- Contractor's Completion Notice must be submitted to the Program Administrator via WrapPortal, (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 employer 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 the 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 Contractors/Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements

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. A competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

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 Contractors/Subcontractors shall follow District procedures for dealing with the media.

- c. At all times, hard hats shall be worn in the construction environment. Hard hats shall meet the requirements of ANSI Z89.1. No modification to the shell or suspension is allowed except when such changes are approved by the manufacturer.
- d. 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.
- e. 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.
- f. Alcohol is prohibited on District property at all times.
- g. 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.
- h. 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.
- i. All prime contractors must attend the site-specific pre-construction meeting.
- j. 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.
- k. Contractors and subcontractors at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by contract work. Contractors and subcontractors shall not leave debris under, in, or about the premises. Upon completion of the contract work, contractors and subcontractors shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, windowsills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractors and subcontractors shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from the site. No glass containers are permitted on the site.
- l. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
- m. 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.

6.5 Mandatory 6 Foot Fall Protection

- a. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
 - i. Steel erection
 - ii. Decking
 - iii. Roofing
 - iv. Framing

- v. Work performed from scaffolds
- vi. Work performed from ladders

Exceptions: The following exceptions apply only to framers and wood frame activities

- i. When installing or "rolling" the joists, Cal/OSHA fall protection requirements shall govern.
 - ii. When framers are walking/working on securely braced joists, rafters, or roof trusses on center spacing not exceeding 24 inches, and more than 6' from an unprotected side or edge, they shall be considered protected from falls between the joists, rafters, or roof trusses
- 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 use of wire ropes as top rails and intermediate rails of guardrail systems used for perimeter protection, or at interior openings such as stairways and elevator shafts, shall be installed in accordance with Cal/OSHA requirements. Additionally, wire ropes shall be secured to each support and taut at all times. The maximum deflection of the top rail when a load of 200 pounds is applied in any direction at any point of the top rail shall not exceed 3 inches in one direction which includes the free hanging sag in the wire rope.
 - h. The minimum parapet height allowed for fall protection is 42 inches or greater.
 - i. 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.
 - j. 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.
 - k. 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.
 - l. 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.
 - m. 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.

- n. Exception: When adjustable scaffolds are utilized, test platforms shall not exceed 20' vertical intervals.

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.
- b. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.

6.7 Fire Prevention During Welding, Cutting, and Other Hot Work

- a. Contractors engaged in welding and allied processes, heat treating, grinding, cutting, thawing pipe, powder-driven fasteners, hot riveting, torch-applied roofing in conjunction with the requirements of NFPA 241, and similar applications producing or using a spark, flame, or heat shall adhere to National Fire Protection Association Standard 51B entitled "Standard for Fire Prevention During Welding, Cutting, and Other Hot Work."

6.8 Incident Investigation Requirements

- a. 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. The incident investigation report shall be e-mailed to Keenan and Associates within 5 working days.
- b. Recommendations and lessons learned to prevent recurrence of incidents shall be documented and communicated to all employees of contractor and subcontractors through safety meetings

6.9 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. 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 fully expected to accommodate the injured employee and facilitate the return to work.
- f. It will be the responsibility of the Insurance Carrier to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

6.10 Conflicting Safety Requirements:

Contractors and subcontractors shall adhere to all applicable federal, state, local, and contractual safety and health requirements. If there is a conflict between any of these safety and health requirements, the most stringent requirement shall apply.

6.11 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.

6.12 Professional Conduct Clause

Contractors and subcontractors shall at all times adhere to safety requirements (contractual and regulatory) and shall encourage safe and professional behavior among their employees. Contractor and subcontractors shall not allow on the job site any unfit person, unsafe person, anyone unskilled and unqualified to perform the work assigned to them, or anyone exhibiting such qualities. Any person in the employ of the contractor or subcontractor whom the District or the District's agent/representative may deem incompetent, unsafe, or unfit shall be immediately dismissed from the OCIP job site and shall not again be allowed on the OCIP the job site except with the written consent of District or the District's agent/representative. The District reserves the right to request that the contractor or subcontractor's assigned Project Supervisor/Manager be replaced immediately.

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 (Builder's 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 after the injury has been reported.

The Labor Code provides for possible penalties to be assessed if the following timelines 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.2116. Have the following information ready when reporting claim
 - SEWUP General Liability Policy Number
 - SEWUP Site Location Code
- Program Administrator (SEWUP) – Email: TMyer@Keenan.com & SEWUP@keenan.com, Phone: (800) 654-8102. 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:

- Keenan & Associates - 1-310-212-0363 x.2116
- Ace USA Property Claims – Email: Propertyfirstnotices@acegroup.com, Phone: (800) 433-0385
- Program Administrator (SEWUP) – Email: TMyer@Keenan.com & SEWUP@keenan.com, Phone: (800) 654-8102.

Note:

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

7.4 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:

- Keenan & Associates - 1-310-212-0363 x.2116
- Berkley Assurance Company - Electronic Reporting - BCPclaims@BerkleyCP.com
- Program Administrator (SEWUP) – Email: TMyer@Keenan.com & SEWUP@keenan.com, Phone: (800) 654-8102.

7.5 Automobile Claim Reporting

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

7.6 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

7.7 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.	
				☐ 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 teletype 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 ☐ PRIVATE ☐ STATE ☐ CITY ☐ COUNTY ☐ SCHOOL DIST. ☐ OTHER GOV. - SPECIFY _____				Occupation
E M P L O Y E E	7. EMPLOYEE NAME		8. SOCIAL SECURITY NUMBER		9. DATE OF BIRTH (mm dd yy)
	10. HOME ADDRESS (Number and Street, City, ZIP)		10A. PHONE NUMBER		Age
	11. SEX ☐ MALE ☐ FEMALE		12. OCCUPATION (Regular job title - NO initials, abbreviations or numbers)		13. DATE OF HIRE (mm dd yy)
	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
	15. GROSS WAGES/SALARY \$ _____ PER _____		16. OTHER PAYMENTS NOT REPORTED AS WAGES/Salary (e.g., tips, meals, lodging, overtime, bonuses, etc.)? ☐ YES \$ _____ PER _____ ☐ NO		Weekly Hours
I N J U R Y O R I L L N E S S	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)		21. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY ☐ YES ☐ NO		22. DATE LAST WORKED (mm dd yy)
	23. DATE RETURNED TO WORK (mm dd yy)		24. IF STILL OFF WORK CHECK THIS BOX ☐		County
	25. PAID FULL WAGES FOR DAY OF INJURY OR LAST DAY WORKED ☐ YES ☐ NO		26. SALARY BEING CONT'D? ☐ YES ☐ 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)		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 ☐ YES ☐ NO
	31. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g. shipping department, machine shop.		32. OTHER WORKERS INJURED/ILL IN THIS EVENT? ☐ YES ☐ NO		Event
	33. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g., acetylene, welding torch, farm tractor, scaffold		34. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g., welding seams of metal forms, loading boxes into truck		Sec. Source
	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 predesignated 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 predesignado. 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 noche, 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 de 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 despidan, 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.

DIVISION OF WORKERS' COMPENSATION

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.

Estado de California

Departamento de Relaciones Industriales

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.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

☐ Employer copy
Copia del Empleador

☐ Employee copy
Copia del Empleado

☐ Claims Administrator
Administrador de Reclamos

☐ Temporary Receipt/
Recibo del Empleado

Empleador: Se requiere que Ud. feche esta forma y que propée 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.

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

8.3 Notice of Occurrence - Accident/Incident Report – General Liability, Pollution, Builder's 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

Contact:		Project Location Code:	Date of Loss & Time:	☐ AM
Phone:				☐ PM
Cell:		Carrier:	NAIC Code:	
Fax:		Policy No.:	Client ID No.:	
Email:				

School District

Name of Insured:		Insured: Mailing Address:	
Contact Name:	Title:		
Primary Phone: ☐ Bus ☐ Cell	Secondary Phone: ☐ Bus ☐ Cell	Primary Email:	Secondary Email:

Contractor

Name of Insured:		Insured: Mailing Address:	
Contact Name:	Title:		
Primary Phone: ☐ Bus ☐ Cell	Secondary Phone: ☐ Bus ☐ 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

Premises: Claimant (1) is: ☐ Owner ☐ Tenant ☐ Insured Party	Premises: Claimant (2) is: ☐ Owner ☐ Tenant ☐ 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: ☐ Home ☐ Bus. ☐ Cell	Primary Phone: ☐ Home ☐ Bus. ☐ Cell
Secondary Phone: ☐ Home ☐ Bus. ☐ Cell	Secondary Phone: ☐ Home ☐ Bus. ☐ 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:			☐ Home	☐ Bus	☐ Cell
Secondary Phone:			☐ Home	☐ Bus	☐ Cell
Primary E-mail:			Primary E-mail:		
Secondary E-mail:			Secondary E-mail:		
Age:	Sex:	Occupation:	Age:	Sex:	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:			☐ Home	☐ Bus	☐ Cell
Secondary Phone:			☐ Home	☐ Bus	☐ Cell
Primary E-mail:			Primary E-mail:		
Secondary E-mail:			Secondary E-mail:		

Remarks

Reported By:		Reported To:	

9.0 Frequency Asked Questions (FAQs)

General

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 WrapPortal.

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 WrapPortal, 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

1. What insurance company writes the primary coverage for Personal Injury, Bodily Injury, and Property Damage Liability coverage?

Certain Underwriters at Lloyd's of London

2. 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
Medical Payments Coverage
Certain Exclusions to Personal and Advertising Injury Liability
Certified Acts of Terrorism
Communicable Disease
Contractual Liability (Limited Coverage Provided)
Cross Suits – Limited
Cyber and Data
Employers Liability
Employment Related Practices
Expected or Intended Injury
Fungi Or Bacteria
Lead
Certain exclusions for transportation or use of
Mobile Equipment
Nuclear
Personal and Advertising Bodily Injury
Pollution and Hazardous Materials
Prior Continuous, or Progressively Deteriorating Injury or Damage
Professional Liability
Property Damage to the Project During the Course of Construction
Punitive Damages
Residential and Condominium Conversion
Recall of Products, Work Or Impaired Property

Silica or Silica Mixed Dust

Subsidence - Conditional Warranty – So long as Contractor/Subcontractors follows specifications of geotechnical/environmental reports then the exclusion will be waived; if not, exclusion will be fully implemented

Violation of Statutes Governing Collecting, Transmitting Information

Violation of Statutes Governing Email, Fax, Phone Calls

War

Workers Compensation and Similar Laws

Builder's Risk

Asbestos

Certain Offsite Property

Certain Release, Discharge, Escape, or Dispersal of Contaminants or Pollutants

Certified Acts of Terrorism (Optional Coverage)

Cessation of Work

Consequential Loss (except as provided in Delay in Opening Coverage)

Communicable Disease

Contractor's Tools, Machinery, Plans, Equipment

Cost of Making Good (Optional Coverage)

Damage to Existing Property (Optional Coverage)

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 Coverage)

Electrical, Magnetic, or Errors Related to Electronic Records

Financial Accounts, Instruments, Stamps, Deeds, Precious Material

Flood (Optional Coverage) (rain and the accumulation of rainwater included in Flood definition)

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 Insureds

Contractual Liability

Damage To Property
Fines, Penalties, and Treble Damages
Employment Related Practices
Owned Hazardous Materials Facility
Nuclear
Other Entities
Pre-Existing Conditions
Products
Terrorism
War
Workers Compensation and Similar Laws



TELACU Construction Management

Printed on Thu Sep 10, 2026 at 01:42 pm PDT

Job #: 23-120 Arroyo High School Site Preparation and Portable Relocation Project
4921 Cedar Ave
El Monte, California 91732

RFI LOG

Number	Revision	Subject	Status	Responsible Contractor	Received From	Date Initiated	RFI Manager	Assignee	Ball In Court	Due Date	Closed Date	Location	Schedule Impact	Cost Impact	Cost Code	Sub Job	RFI Stage	Distribution List	Private	Created By
Pre-Bid-1	0	Four Existing Portables Foundation Clarification	Closed		None	09/01/2026	Jacquelyn Contreras	Tang, Ike (HMC Ar... Gandara, Eduardo ...		09/11/2026	09/09/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Tue Sep 1, 2026 at 09:57 am PDT Please advise whether the four existing portables have wood foundations or concrete foundations. Among the modular building plans, the AMS and MSI plans show wood, but the Modtech plans show both wood and concrete. Q&A 1.pdf A: Eduardo Gandara (HMC Architects, Inc.) Responded Tue Sep 8, 2026 at 09:40 am PDT The portables will have wood foundation, and it will be installed by Class Leasing company. Q&A 1_HMC 2026 0908.pdf																				
Pre-Bid-2	0	Four Existing Portables Ramp Clarification	Closed		None	09/01/2026	Jacquelyn Contreras	Tang, Ike (HMC Ar... Gandara, Eduardo ...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Tue Sep 1, 2026 at 09:59 am PDT Please advise whether the four existing portables have metal ramps or concrete ramps. The modular building plans show metal ramps, but the civil plans seem to indicate ramps fully made from concrete. Q&A 2.pdf A: Eduardo Gandara (HMC Architects, Inc.) Responded Thu Sep 3, 2026 at 04:14 pm PDT HMC Response: 09/03/2026 The ramps are existing to be relocated as indicated on the drawings per civil note 5 on sheet C-2.0 and architectural note on sheet A2.02. Pre-Bid RFI 2_HMC 2026 0903.pdf																				
Pre-Bid-3	0	Four New Portables Wood Foundation Clarification	Closed		None	09/01/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/09/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Tue Sep 1, 2026 at 10:01 am PDT Please advise whether the wood foundations beneath the four new portables and ramps are the GC's responsibility or if they will be provided by Class Leasing. Q&A 3.pdf A: Eduardo Gandara (HMC Architects, Inc.) Responded Tue Sep 8, 2026 at 09:24 am PDT The wood foundations for our buildings will be installed by Sunbelt Renatis, Inc. The ramps will be installed by GC. QA 3_HMC 2026 0908.pdf A: Eduardo Gandara (HMC Architects, Inc.) Responded Tue Sep 8, 2026 at 09:37 am PDT The wood foundations for our buildings will be installed by Class Leasing. The ramps will be installed by GC																				
Pre-	0	Building G	Closed		None	09/01/	Jacquelyn	Gandara,		09/	09/04/						Bidding	Sergio Martinez (TELACU Construction	No	Jacquelyn



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4921 Cedar Ave
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Number	Revision	Subject	Status	Responsible Contractor	Received From	Date Initiated	RFI Manager	Assignee	Ball In Court	Due Date	Closed Date	Location	Schedule Impact	Cost Impact	Cost Code	Sub Job	RFI Stage	Distribution List	Private	Created By
Bid-4		New Flooring Clarification				2026	Contreras	Eduardo ... Tang, Ike (HMC Ar...		11/2026	26							Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)		Contreras (TELACU Construction Management)

Q: Jacquelyn Contreras Sent Tue Sep 1, 2026 at 10:02 am PDT
Please advise what material the new flooring in Building G is to be.
[Q&A 4.pdf](#)

Eduardo Gandara (HMC Architects, Inc.) Responded Thu Sep 3, 2026 at 04:15 pm PDT
HMC RESPONSE: 09.03.2026

A: The finish floor material for G building will be vinyl composite tiles.
MANUFACTURER: UPO FLOOR
COLLECTION: QUARTZ TILE - TEMA
COLOR: 9101
INSTALLATION METHOD: TBD

[Pre-Bid RFI 4_HMC 2026 0903.pdf](#)

Pre-Bid-5	0	Fleet Compliance Certifications for Subcontractors Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Contreras, Jacqu...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
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Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 11:21 am PDT
The Fleet Compliance Certification on page 43 of 206 is required to be submitted with the Bid and states that it includes the Fleet of the subcontractors. As a practical matter, it is not feasible to obtain, review, and submit certifications from every potential subcontractor prior to Bid submission.
We respectfully request that EMUHSD follow common industry practice by requiring the Bidder to submit the certification for its own fleet with the Bid, with completed certifications from the subcontractors for the Project to be provided prior to Contract award or commencement of their respective work (for non-listed Subcontractors).
[Pinner Construction RFI #1.pdf](#)

Jacquelyn Contreras (TELACU Construction Management) Responded Fri Sep 4, 2026 at 10:52 am PDT

MODIFICATIONS TO BIDDING DOCUMENTS

DELETE AND REPLACE: Page 36 - Fleet Compliance Certification

A: 1. **Deletion:** Page 36 of the original Bid Package (*Fleet Compliance Certification*) is hereby deleted in its entirety.
2. **Replacement:** Page 36 is hereby replaced with the attached **Revised Fleet Compliance Certification** form. Bidders must use and submit the revised form.

SUMMARY OF UPDATED FLEET COMPLIANCE REQUIREMENTS

Under the revised certification, Bidders and their listed Subcontractors are subject to the following updated terms regarding the California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation (Title 13, CCR, Section 2449):

- **Mandatory Submittal Timeline:** Valid **Certificates of Reported Compliance** for the Contractor and all listed subcontractors must be submitted within **five (5) calendar days** after the date of the Notice of Award.
- **Strict Non-Responsive Penalty:** Failure to provide all required Certificates within five (5) calendar days will render the Bidder's bid **non-responsive**. The District reserves the right to award the contract to the next



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- lowest bidder or reject all bids. Indemnification Clause: The Contractor agrees to fully defend and indemnify the District against any liability, damages, or costs resulting from non-compliance with CARB regulations by the Contractor or any subcontractor. Exemptions: Any claimed regulatory exemptions must include detailed explanations, specific regulatory citations, and supporting documentation submitted within five (5) calendar days post-Notice of Award. Failure to meet this requirement will also render the bid non-responsive. - EMUHSD 09.04.26 Pinner Construction RFI #1.pdf Revised Fleet Compliance Certification Form.pdf																				
Pre-Bid-6	0	Electrical Sheets Listed but Reportedly Missing Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 11:23 am PDT In the Package 4 drawing set, the table of contents lists drawings E1.01, E7.21, E7.22, E7.31 but none of these drawings were found. Please clarify, do these drawings apply to the project? Pinner Construction RFI #2.pdf Eduardo Gandara (HMC Architects, Inc.) Responded Thu Sep 3, 2026 at 04:42 pm PDT HMC RESPONSE: 09.03.2026 The only applicable electrical sheets are per the electrical sheet index below. A: SHEET NUMBER SHEET NAME E0.01 ELECTRICAL FRONT SHEET E0.02 ELECTRICAL LEGEND AND ABBREVIATIONS E0.03 SINGLE LINE DIAGRAM AND LOAD CALCULATION E1.01 ELECTRICAL DEMOLITION SITE PLAN ELV1.01 LOW VOLTAGE DEMOLITION SITE PLAN E2.01 ELECTRICAL SITE PLAN E3.01 ELECTRICAL PORTABLE FLOOR PLAN ELV2.10 LOW VOLTAGE DEMOLITION PORTABLE FLOOR PLAN ELV2.11 LOW VOLTAGE PORTABLE FLOOR PLAN E4.01 ELECTRICAL DETAILS RFI #Pre-Bid-6 Electrical Sheets Listed but Reportedly Missing Clarification_HMC 2026 0903.pdf																				
Pre-Bid-7	0	Electrical and Fire Alarm Sheets Present but Omitted from Index Clarific...	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 11:24 am PDT In the Package 4 drawing set, drawings E2.21, E2.22, E2.31, E3.21, ELV2.21, ELV2.22, ELV2.31, FA0.10, FA0.11, FA1.01, FA1.21, FA2.31, FA10.1 where found but they are not identified in the table of contents. Please clarify, do these drawings apply to the project? Pinner Construction RFI #3.pdf Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 04:34 am PDT HMC Response: 09.04.2026 A: I was not able to find those sheets in question in package 4. The only applicable drawings are those listed on the sheet index. RFI #Pre-Bid-7 Electrical and Fire Alarm Sheets Present but Omitted from Index Clarification_HMC 2026 0904.pdf																				
Pre-Bid-8	0	Referenced but Omitted Specification Sections Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/09/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 11:26 am PDT The following spec / division sections were not included with both the Package 3 and Package 4 Specs but referenced as Related Requirements in section 260500: 033000 Cast-in-Place Concrete, 099000 Painting and Coating, Div. 14 Conveying Equipment and Div. 27 Communications. Please clarify if any / all of these sections apply to Package 3 & 4 and provide as necessary.																				



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Pinner Construction RFI #4.pdf																				
Eduardo Gandara (HMC Architects, Inc.) Responded Tue Sep 8, 2026 at 10:32 am PDT HMC Response: 09.08.2026 For Package 4, use Section 03 30 53, Miscellaneous Cast-in-Place Concrete, and Section 09 91 00, Painting, where applicable to work shown. Division 14 Conveying Equipment and Division 27 Communications are identified as "Not Used." For Package 3, Divisions 03, 09, 14, and 27 are identified as "Not Used."																				
RFI #Pre-Bid-8 Referenced but Omitted Specification Sections Clarification_HMC 2026 0908.pdf																				
Pre-Bid-9	0	Missing Spec Section 32 12 16 Asphalt Paving Verification	Closed		None	09/03/2026	Jacquelyn Contreras	Tang, Ike (HMC Ar... Gandara, Eduardo ...		09/11/2026	09/09/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 11:28 am PDT Please provide referenced spec section 321216 Asphalt Paving. Pinner Construction RFI #5.pdf																				
A: Eduardo Gandara (HMC Architects, Inc.) Responded Tue Sep 8, 2026 at 10:38 am PDT HMC Response: 09/08/2026 Asphalt paving and restoration shown or required for completion of the Work remain included in the Contractor's scope. The Architect/Civil Engineer will issue Section 32 12 16, Asphalt Paving, or an equivalent project-specific paving specification, by addendum. Bidders shall use the issued specification together with the applicable civil drawings. RFI #Pre-Bid-9 Missing Spec Section 32 12 16 Asphalt Paving Verification_HMC 2026 0908.pdf																				
Pre-Bid-10	0	OAR Office Trailer Requirement Confirmation	Closed		None	09/03/2026	Jacquelyn Contreras	Contreras, Jacqu...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 11:37 am PDT Please confirm the contractor is not required to provide an on-site office trailer for the OAR. Pinner Construction RFI #6.pdf																				
A: Jacquelyn Contreras (TELACU Construction Management) Responded Fri Sep 4, 2026 at 10:26 am PDT A dedicated on-site office trailer for the Owner's Authorized Representative is not required under this Bid. The Contractor remains responsible for its own temporary facilities, utilities, sanitation, storage, and support facilities necessary to perform the Work in accordance with Section 01 50 00 and the Contract Documents. - TELACU CM 09.04.26 Pinner Construction RFI #6.pdf																				
Pre-Bid-11	0	New Portable Furnishing, Placement, and Utility Connection Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Contreras, Jacqu...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 11:39 am PDT Will the new portables be furnished and installed by Owner? Will the Contractor only be responsible for hook-ups to the portables?																				



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Pinner Construction RFI #7.pdf																				
Jacquelyn Contreras (TELACU Construction Management) Responded Fri Sep 4, 2026 at 02:19 pm PDT The new portable buildings will be furnished by the District through its separate portable-building vendor. That vendor is responsible for delivery and placement of the new portable buildings at the north side of the campus. The Bid A: No. 2026-27-B4 Contractor is responsible for all site preparation, demolition, grading, hardscape, underground infrastructure, electrical, low-voltage and fire-alarm tie-ins, utility extensions, accessible transitions, and final connections required by the Contract Documents. The Contractor is also responsible for relocation and placement of the four existing portable buildings at the south parking lot. Pinner Construction RFI #7.pdf																				
Pre-Bid-12	0	Portable Ramps and Asphalt Toes Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 11:53 am PDT Will the ramps at the new portables be furnished and installed by Owner? Will the Contractor be responsible for providing an asphalt toe at the ramps? Pinner Construction RFI #8.pdf																				
A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 04:57 am PDT HMC Response: 09.04.2026 The ramps are existing to be relocated and installed by contractor. The contractor will also be responsible to make the ramps accessible. There will be asphalt work to make the ramp bottom landing and path of travel accessible. RFI #Pre-Bid-12 Portable Ramps and Asphalt Toes Clarification_HMC 2026 0904.pdf																				
Pre-Bid-13	0	Flooring Shown on Package 3 Sheet A7.20 Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 12:00 pm PDT Package 3 drawing A7.20, floor plan keynote 01 indicates new flooring. Please provide information on the manufacturer and model of flooring. Please provide a spec for flooring. Pinner Construction RFI #9.pdf																				
Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 05:16 am PDT HMC RESPONSE: 09.04.2026 The finish floor material for G building will be vinyl composite tiles. A: MANUFACTURER: UPO FLOOR COLLECTION: QUARTZ TILE - TEMA COLOR: 9101 INSTALLATION METHOD: TBD RFI #Pre-Bid-13 Flooring Shown on Package 3 Sheet A7.20 Clarification_HMC 2026 0904.pdf																				
Pre-Bid-14	0	Band Storage Shown on Package 3 Sheet A7.21	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/06/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 01:10 pm PDT Package 3 drawing A7.21, keynote 12.04 indicates band storage. Please clarify if the Contractor is responsible for this scope. If so, please provide a spec section for band storage and please provide a manufacturer and model. Pinner Construction RFI #10.pdf																				



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A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 10:52 am PDT HMC Response: 09.04.2026 The subject items are delineated on sheet A10.03 RFI #Pre-Bid-14 Band Storage Shown on Package 3 Sheet A7.21_HMC 2026 0904.pdf																				
Pre-Bid-15	0	Chain Link Enclosure at Room 3 Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Contreras, Jacque...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 01:14 pm PDT Package 3 drawing A7.21, please confirm the chain link fence and gate in Room 3 applies to spec section 102213 - Wire Mesh Partitions. Pinner Construction RFI #11.pdf																				
A: Jacquelyn Contreras (TELACU Construction Management) Responded Fri Sep 4, 2026 at 10:49 am PDT Yes. The chain-link enclosure and gate shown at Room 3 on Package 3 Sheet A7.21 shall comply with Section 10 22 13, Wire Mesh Partitions, including the specified partition framing, mesh, anchorage, door/gate hardware, and accessories, unless revised by addendum. Pinner Construction RFI #11.pdf																				
Pre-Bid-16	0	Existing Condition Photographs Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/09/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 01:25 pm PDT We were not able to take pictures at the jobwalk held on Sept. 2nd. Please provide pictures of the existing site and buildings. Pinner Construction RFI #12.pdf																				
A: Eduardo Gandara (HMC Architects, Inc.) Responded Tue Sep 8, 2026 at 10:13 am PDT Existing-condition photographs available from the September 2, 2026 mandatory job walk will be issued as an informational exhibit to the addendum. Photographs are provided for general reference only and do not modify the Contractor's obligation to verify observable existing conditions and coordinate the Work with the Contract Documents.																				
Pre-Bid-17	0	Portable Building Vendor Vs. Contractor Responsibility Matrix Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/09/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 01:26 pm PDT Please provide a responsibility list for the Bidder's versus Owner's temporary use building supplier's responsibility. For example, which entity is responsible for test and balance, low voltage pathways and devices, flooring, fire extinguisher, paint, ceilings, door hardware, etc. Pinner Construction RFI #13.pdf																				
A: Eduardo Gandara (HMC Architects, Inc.) Responded Tue Sep 8, 2026 at 10:09 am PDT HMC Response: 09.08.2026 The Project is subject to one labor agreement: the El Monte Union High School District Continuity of Work Agreement (CWA) dated June 12, 2024, incorporated through Addendum No. 1. References made during the job walk to a "PLA" were references to this CWA; there is not a separate, additional Project Labor Agreement. The successful Prime Contractor and all subcontractors of every tier shall comply with the CWA and execute the required Letter of Assent before commencing Project Work, in accordance with																				



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Addendum No. 1. Required Attachments and Design-Team Actions Before Issuance • Corrected Package 3 and Package 4 drawing indexes and complete drawing sets. • Section 32 12 16 Asphalt Paving or equivalent project-specific paving requirements. • Corrected Section 26 05 00 related-requirements references. • Revised flooring and band-storage direction for Package 3 Sheets A7.20 and A7.21. • Portable-building vendor/Contractor responsibility matrix. • Existing-condition photographs from the mandatory job walk. • Written DSA status for Applications 03-126126 and 03-125985. • Revised electrical single-line/equipment schedule assigning procurement responsibility for the high-voltage equipment. • Revised milestone schedule consistent with the final Notice to Proceed and 70-calendar-day Contract Time. RFI #Pre-Bid-17 Portable Building Vendor Vs. Contractor Responsibility Matrix Clarification_HMC 2026 0908.pdf																				
Eduardo Gandara (HMC Architects, Inc.) Responded Tue Sep 8, 2026 at 10:14 am PDT The District will issue a portable-building responsibility matrix by addendum. At minimum, the District's vendor is responsible for furnishing, delivering, and placing the new portable building modules and for factory-installed components included in its separate contract. The Bid No. 2026-27-B4 Contractor is responsible for site preparation, foundations/support interfaces shown, utility infrastructure, electrical/low-voltage/fire-alarm tie-ins, accessible site transitions, paving/hardscape restoration, testing and closeout required for its work, and coordination with the portable vendor. The matrix will specifically assign testing and balancing, low-voltage pathways and devices, flooring, fire extinguishers, paint, ceilings, doors and hardware, ramps, anchorage, and final commissioning.																				
Pre-Bid-18	0	Status and Completeness of Package 3/ Package 4 Drawings Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 01:27 pm PDT The bid documents for the relocation of existing portables is at schematic design and the interim housing is at design development and the project duration is 70 calnedar days. Please provide the status of the drawings now and issue any more recent documents via addenda. Pinner Construction RFI #14.pdf																				
A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 05:57 am PDT HMC RESPONSE: 09.04.2026 The provided drawings are the current drawings. The drawings are currently under DSA review. RFI #Pre-Bid-18 Status and Completeness of Package 3Package 4 Drawings Clarification_HMC 2026 0904.pdf																				
Pre-Bid-21	0	PLA Vs. Continuity of Work Agreement Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Contreras, Jacque...		09/06/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 01:31 pm PDT During the jobwalk it was mentioned that the project has a PLA. However, Addendum 1 added a Continuity of Work Agreement (CWA). Please clarify does the project have a PLA and CWA? Pinner Construction RFI #17.pdf																				
A: Jacquelyn Contreras (TELACU Construction Management) Responded Fri Sep 4, 2026 at 10:50 am PDT The Project is subject to one labor agreement: the El Monte Union High School District Continuity of Work Agreement (CWA) dated June 12, 2024, incorporated through Addendum No. 1. References made during the job walk to a "PLA" were references to this CWA; there is not a separate, additional Project Labor Agreement. The successful Prime Contractor and all subcontractors of every tier shall comply with the																				



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CWA and execute the required Letter of Assent before commencing Project Work, in accordance with Addendum No. 1. Pinner Construction RFI #17.pdf																				
Pre-Bid-22	0	Package 3 Drawing A7.20, Keynote 02 New Finish Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 03:10 pm PDT Package 3 drawing A7.20, keynote 02 indicates all partitions to receive new finish. Please clarify what the new finish is. Please provide a spec for this finish. Pinner Construction RFI #18.pdf																				
A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 06:07 am PDT HMC RESPONSE: 09.04.2026 The new finish will just be gypsum board and painted as indicated on keynote 02. RFI #Pre-Bid-22 Package 3 Drawing A7.20, Keynote 02 New Finish Clarification_HMC 2026 0904.pdf																				
Pre-Bid-23	0	Package 3 Drawing A7.20, General Note 8 Fire Signs Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 03:12 pm PDT Package 3 drawing A7.20, general note 8 indicates to replace fire signs along existing FRP wall and re-install at same location after FRP wall installation. There is no drawing indicating which wall currently has FRP and how many fire signs there are. Please clarify. Pinner Construction RFI #19.pdf																				
A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 06:26 am PDT HMC RESPONSE: 09.04.2026 Ignore general note 8. Note has been removed from the set. RFI #Pre-Bid-23 Package 3 Drawing A7.20, General Note 8 Fire Signs Clarification_HMC 2026 0904.pdf																				
Pre-Bid-24	0	List of Existing Equipment Indicated to be Removed/ Protected in Package ...	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 03:17 pm PDT Package 3 drawing A7.20, general note 5 indicates to remove and protect all equipment stored in the facility and to store it as directed in field by Owner Representative and / or CM. Can a list of all the existing equipment be provided at this time? Pinner Construction RFI #20.pdf																				
A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 06:36 am PDT HMC RESPONSE: 09.04.2026 We don't have a list. Only the equipment that is illustrated on the provided pictures on sheet A7.20 RFI #Pre-Bid-24 List of Existing Equipment Indicated to be RemovedProtected in Package 3, Drawing A7.20, General Note 5_HMC 2026 0904.pdf																				
Pre-Bid-25	0	Storage Clarification for Existing Equipment to	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn	No	Jacquelyn Contreras (TELACU Construction



TELACU Construction Management

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Job #: 23-120 Arroyo High School Site Preparation and Portable Relocation Project
4921 Cedar Ave
El Monte, California 91732

Number	Revision	Subject	Status	Responsible Contractor	Received From	Date Initiated	RFI Manager	Assignee	Ball In Court	Due Date	Closed Date	Location	Schedule Impact	Cost Impact	Cost Code	Sub Job	RFI Stage	Distribution List	Private	Created By
		be Removed/ Protected in ...						(HMC Ar...										Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)		Management)
		Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 03:18 pm PDT Package 3 drawing A7.20, general note 5 indicates to remove and protect all equipment stored in the facility and to store it as directed in field by Owner Representative and / or CM. Is there a place on the campus that this equipment can be stored or will a storage container be needed? Pinner Construction RFI #21.pdf A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 10:32 am PDT HMC Response: 09.04.2026 All equipment needs to be stored within the room as called out on A10.04, and all remaining equipment to be stored on a district provided storage box withing the outside area. RFI #Pre-Bid-25 _HMC 2026 0904.pdf																		
Pre-Bid-26	0	Signage Clarification in Package 3, Drawing A7.20, General Note 11	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
		Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 03:19 pm PDT Package 3 drawing A7.20, general note 11 indicates to prepare wall and ceiling for new signage. Are we responsible for furnishing and installing this new signage. If so, please provide a drawing showing the locations where the new signage is needed. Pinner Construction RFI #22.pdf A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 06:42 am PDT HMC RESPONSE: 09.04.2026 Note 11 has been removed. Not applicable. RFI #Pre-Bid-26 Signage Clarification in Package 3, Drawing A7.20, General Note 11_HMC 2026 0904.pdf																		
Pre-Bid-27	0	New Full Height Wall Clarification in Package 3, Drawing A7.22 Room 125	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
		Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 03:21 pm PDT Package 3 drawing A7.22, Room 125 indicates a new full height wall. Please clarify, will the wall be composed of metal studs, insulation and drywall? Please provide specifications for these items. Pinner Construction RFI #23.pdf A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 06:45 am PDT HMC RESPONSE: 09.04.2026 The drawings have been revised and coordinated with the existing building condition. The note where indicates a new full height wall is an existing wall. No new wall required. RFI #Pre-Bid-27 New Full Height Wall Clarification in Package 3, Drawing A7.22 Room 125_HMC 2026 0904.pdf																		
Pre-Bid-28	0	Door/Frame Clarification in Package 3, Drawing A7.22 Room 125	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
		Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 03:22 pm PDT Package 3 drawing A7.22, Room 125 indicates a new full height wall. Is the door and frame within this wall going to be new as well? If so, please provide spec sections for doors, frames and hardware.																		



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Pinner Construction RFI #24.pdf																				
A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 07:56 am PDT HMC Response: 09.04.2026 The new wall and door are existing. Drawings have revised to reflect the drawing as existing condition and not new. RFI #Pre-Bid-28 DoorFrame Clarification in Package 3, Drawing A7.22 Room 125_HMC 2026 0904.pdf																				
Pre-Bid-30	0	Asphalt Toe Having Flush Transition to Ramp Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 03:26 pm PDT Package 3, drawing A7.23 shows new ramps at the portables. Will an asphalt toe be required to create a flush transition to the ramp? Will this be the responsibility of the Contractor? If so, please provide a spec section for asphalt paving. Pinner Construction RFI #26.pdf																				
A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 08:08 am PDT HMC Response: 09/04/2026 Yes, an asphalt toe/transition is required where needed to provide a flush transition from the ramp to adjacent paving and maintain ADA accessibility requirements. The asphalt transition shall be provided by the contractor as part of the ramp installation scope. Contractor shall coordinate grading and paving necessary to achieve a smooth transition and match existing conditions. RFI #Pre-Bid-30 Asphalt Toe Having Flush Transition to Ramp Clarification_HMC 2026 0904.pdf																				
Pre-Bid-31	0	Rebar Specification Section Clarification	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 03:27 pm PDT Package 4 drawing C-4.0, detail 1 is calling for rebar at the new concrete pavement. Please provide a spec section for rebar. Pinner Construction RFI #27.pdf																				
A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 08:29 am PDT HMC Response: 09.04.2026 Reinforcing steel shown in Detail 1 on Sheet C-4.0 shall comply with Specification Section 03 30 53, Miscellaneous Cast-In-Place Concrete. Reinforcing bars shall conform to ASTM A615 Grade 60 and shall be fabricated and installed in accordance with the CRSI Manual of Standard Practice. No separate reinforcing steel specification section is provided for this project. Bidders shall include all reinforcing steel indicated on the drawings in their base bid RFI #Pre-Bid-31 Rebar Specification Section Clarification_HMC 2026 0904.pdf																				
Pre-Bid-33	0	Spec Section 06 10 53- Miscellaneous Rough Carpentry Applicable to Proje...	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 03:29 pm PDT Package 3, please clarify where spec section 061053 - Miscellaneous Rough Carpentry applies to the project. Pinner Construction RFI #29.pdf																				
A: Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 09:54 am PDT HMC Response: 09.04.2026 Section 06 10 53 - Miscellaneous Rough Carpentry is included for incidental rough carpentry work required to complete the project as shown and specified. Its application is limited to miscellaneous wood blocking, nailers, backing,																				

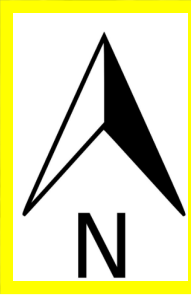
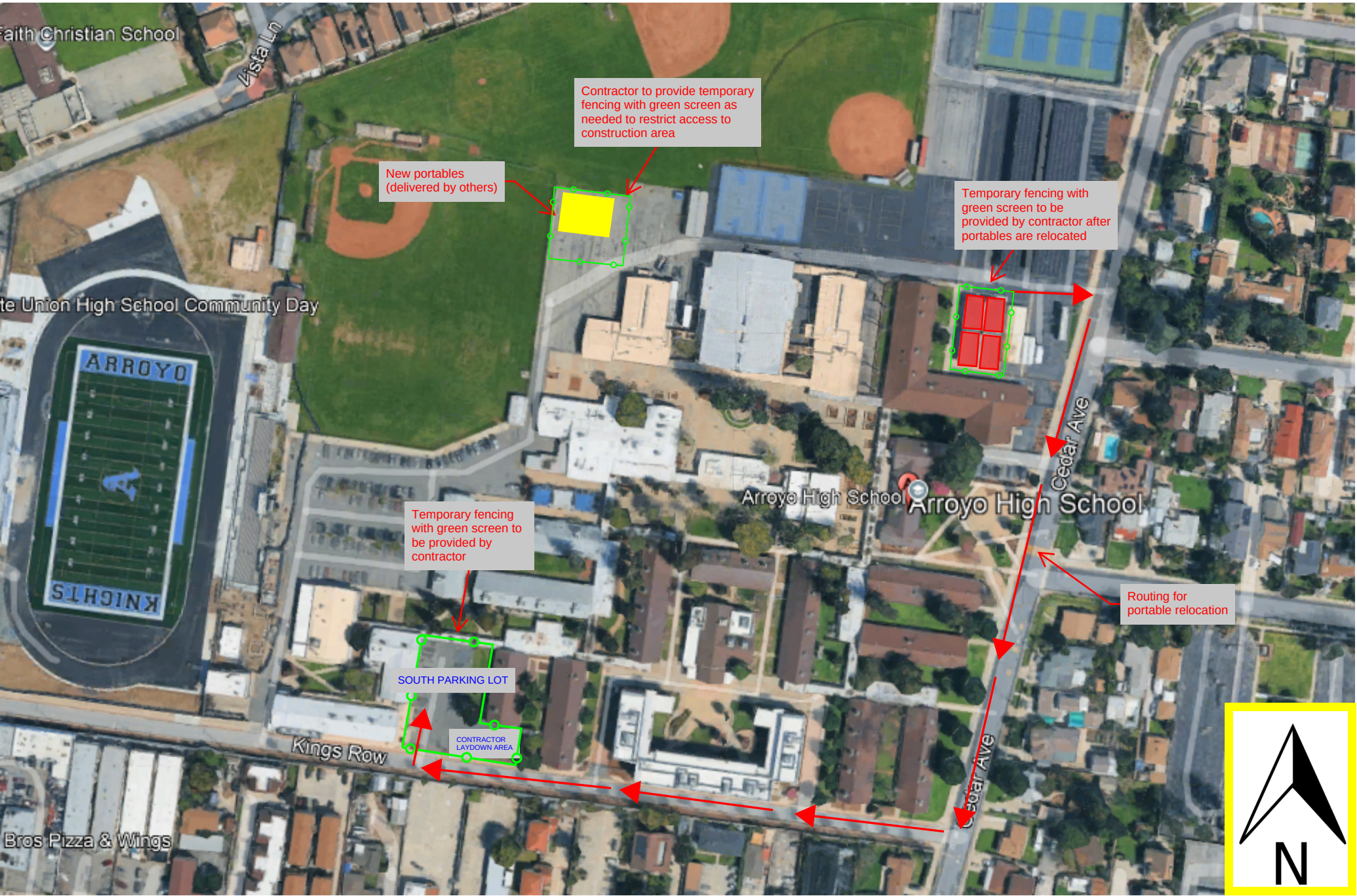


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and attachment framing required to support items furnished under other specification sections where indicated by the Contract Documents. No separate or standalone rough carpentry scope is identified for bidding purposes. Bidders shall include only such incidental rough carpentry as necessary to support and complete the Work. RFI #Pre-Bid-33 Spec Section 06 10 53- Miscellaneous Rough Carpentry Applicable to Project Clarification_HMC 2026 0904.pdf																				
Pre-Bid-34	0	Clarification on Spec Sections Being Applicable to Project	Closed		None	09/03/2026	Jacquelyn Contreras	Gandara, Eduardo ... Tang, Ike (HMC Ar...		09/11/2026	09/04/26						Bidding	Sergio Martinez (TELACU Construction Management), Eduardo Gandara (HMC Architects, Inc.), Jorge Cruz (TELACU Construction Management), Jacquelyn Contreras (TELACU Construction Management), Ike Tang (HMC Architects, Inc.)	No	Jacquelyn Contreras (TELACU Construction Management)
Q: Jacquelyn Contreras Sent Thu Sep 3, 2026 at 03:30 pm PDT Package 4, please clarify where the following spec sections apply to the project: 033053 - Miscellaneous Cast-In-Place Concrete, 061400 - Treated Wood Foundations, 074623 - Wood Siding, 076000 - Flashing and Sheet Metal, 099100 - Painting, 101400 - Signage, 283100 - Fire Detection and Alarm, 321713 - Parking Bumpers, 321723 - Pavement Markings, 323113 - Chain Link Fences and Gates. Pinner Construction RFI #30.pdf																				
Eduardo Gandara (HMC Architects, Inc.) Responded Fri Sep 4, 2026 at 10:22 am PDT HMC Response: 09.04.2026																				
The listed specification sections are applicable to the project as indicated in the Contract Documents and shall be included in the Contractor's scope where corresponding work is shown on the drawings and/or required for the portable relocation. The following specification sections apply to the project: 033053 - Miscellaneous Cast-In-Place Concrete: Applicable for miscellaneous concrete work, equipment pads, footings, and related site concrete improvements associated with the portable relocation and site work. 061400 - Treated Wood Foundations: Applicable to the relocated portable classroom foundation system. The specifications identify treated wood foundations for relocated modular buildings, and referenced portable documents include wood foundation systems.																				
A: 074623 - Wood Siding: Applicable to repair, replacement, or restoration of existing portable exterior siding as required by relocation activities. 076000 - Flashing and Sheet Metal: Applicable to repair, replacement, or modification of flashing and related sheet metal components affected by portable relocation work. 099100 - Painting: Applicable to touch-up and refinishing of repaired or modified exterior surfaces associated with relocated portables. 101400 - Signage: Applicable. New ADA parking signage and directional signage are shown on Sheets A2.02 and A10.01. 283100 - Fire Detection and Alarm: Applicable. The project includes fire alarm demolition, relocation, reconnection, and testing work as shown on Sheets FA0.01 through FA5.01. 321713 - Parking Bumpers: Applicable. New precast concrete wheel stops are shown in the civil and architectural site plans. 321723 - Pavement Markings: Applicable. Parking striping and ADA pavement markings are part of the site improvements. 323113 - Chain Link Fences and Gates: Applicable. New chain link fencing and gates are indicated on the site plans and details. Bidders shall include all work shown on the Contract Drawings and specified in the Project Manual. The drawings and specifications are complementary and must be used together in determining the complete scope of work. RFI #Pre-Bid-34 Clarification on Spec Sections Being Applicable to Project_HMC 2026 0904.pdf																				



FLEET COMPLIANCE CERTIFICATION

In accordance with California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation, the District is required to obtain copies of valid Certificates of Reported Compliance from the Contractor and all listed Subcontractors who own off-road diesel fleet vehicles in California and will use such vehicles on this Project before entering into a contract for this Project. This requirement covers all applicable vehicles and equipment as set forth Title 13, California Code of Regulations, Section 2449 and applies to the Contractor and all listed Subcontractors. Contractor hereby certifies the following:

1. Contractor and all listed Subcontractors agree to fully comply with all requirements set forth in Title 13, California Code of Regulations, Section 2449 (all references to this regulation herein shall include and incorporate any future amendments or updates.)
2. Contractor agrees to fully indemnify and defend the District from any claims, costs, damages, or any liability related to or arising from the failure of the Contractor or its Subcontractors to comply with all requirements set forth in Title 13, California Code of Regulations, Section 2449.
3. Within five (5) calendar days after the date of the Notice of Award of the Contract, Contractor shall provide copies of the valid Certificates of Reported Compliance for the Contractor and all listed Subcontractors.
4. If Contractor fails to provide all required Certificates of Reported Compliance within five (5) calendar days after the date of the Notice of Award of the Contract, the Contractor's bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders.
5. Contractor agrees it will provide any additional information and documents reasonably requested by the District to confirm compliance with Title 13, California Code of Regulations, Section 2449 and any other requirements imposed by the California Air Resources Board.
6. Any exemptions to compliance with Title 13, California Code of Regulations, Section 2449 claimed by Contractor or any listed Subcontractor must be accompanied by a detailed explanation with specific citations to the applicable regulations governing such exemption and all supporting documentation within five (5) calendar days after the date of the Notice of Award of the Contract. Failure to meet these requirements will render the Contractor's bid non-responsive.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____