
Appendix F
Template Contract for Contractors

Insurance Requirements

Safety Program and Procedures

Insurance Manual

Government Code Section 4420 Compliance and Certificate of Bidder:
Experience Modification Factor

**DOCUMENT 00805
INSURANCE REQUIREMENTS**

1.0 SFPUC'S OWNER CONTROLLED INSURANCE PROGRAM

1.1 SUMMARY

A. This Document includes Owner Controlled Insurance Program (“OCIP”) and supplementary insurance requirements, which amend Article 11 of the General Conditions, Document 00700. The OCIP is not intended to limit or modify in any way Contractor's obligation to defend and indemnify the City under Document 00700, Article 3.17 for any loss, inclusive of defense costs, which exceeds OCIP Coverages specified herein.

1.2 OCIP

A. Overview. The City through its Public Utilities Commission ("SFPUC") has arranged with Aon Risk Services, Inc., of Northern California, (the “OCIP Administrator”) this Project to be insured under its OCIP. The OCIP will provide to Enrolled Parties (as defined below) workers’ compensation and employer’s liability insurance, commercial general liability insurance, excess liability insurance, and builder’s risk insurance as summarily described below, for Work performed at the Project Site (“OCIP Coverages”). Project Site is the geographical location of the Project as indicated elsewhere in the Contract Documents. Contractor and its Subcontractors are required to provide other insurance not included in the OCIP Coverages as specified herein. Contractor may procure additional supplemental insurance at no cost to the City.

B. Bids to Include Cost of Insurance

1. Contractor’s Bid or proposal for the Work shall include the costs of procuring and maintaining for the period covered by the Contract, the insurance coverage with the indicated limits, or coverages as required by laws and regulations, whichever is greater. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. The insurance specified by this provision shall conform to the City’s requirements, be acceptable to the City, and be written by companies rated A-, VII or higher by A.M. Best, Inc, and authorized to do business in California.

- a. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a combined single limit of not less than \$1,000,000.

If the services involve transporting of hazardous or regulated substances, hazardous or regulated wastes and or hazardous or regulated materials, Contractor and/or its subcontractors shall provide coverage with a combined single limit of \$10,000,000 per accident

covering transportation of such materials by amending the pollution exclusion of ISO Form CA 00 01 06 92 (or its equivalent) in the following manner:

- A) DELETE SECTION a.(1)a.: (POLLUTION) "BEING TRANSPORTED OR TOWED AWAY BY, OR HANDLED FOR MOVEMENT INTO, ONTO OR FROM THE COVERED AUTO."
- B) DELETE SECTION a.(1)b.: "OTHERWISE IN THE COURSE OF THE TRANSIT BY THE INSURED."

Such policy shall include the MCS-90 Endorsement. If the City is scheduled as an Additional Insured, the policy shall be endorsed to specifically limit the reimbursement provisions of the MCS-90 to the Named Insured.

- b. Statutory Workers' Compensation Insurance and Employer's Liability insurance with statutory limits as required by law, including Maritime coverage, if appropriate, and Employer's Liability limits of not less than \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 policy limit.
- c. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy CG 0001 ("Occurrence Form") including coverage for premises and operations, independent contractors, contractual liability, broad form property damage, personal injury, explosion, collapse and underground (XCU), products, and completed operations. The limits shall be:

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

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

2. Immediately upon award of a contract, successful Bidders are required to submit to the OCIP Administrator completed Aon Form-1, Aon Form-2, and Aon Form-3 (blank copies for Contractor's use may be found in the Insurance Manual).

3. After award, Contractor and City shall execute a deductive change order reducing the Contract Price by an amount equal to the cost of insurance as determined from Contractor's responses to Aon Form-1, Aon Form-2, and Aon Form-3 and as verified by the City.

4. In the event that Contractor fails to timely submit completed Aon Form-1, Aon Form-2, Aon Form-3, or the City is unable to determine to its satisfaction Contractor's actual insurance cost, the City may issue a unilateral change order to claim a credit for the amount it believes best reflects Contractor's actual insurance cost. If Contractor disputes the City's assessment of actual insurance costs, Contractor's sole recourse would be to file a claim.

5. The City reserves the right to audit Contractor's insurance cost and to modify the contract price to reflect Contractor's actual insurance costs. Contractor shall immediately provide all information necessary to allow the City to conduct such an audit, and shall fully cooperate with the City in any of its requests for information about the actual costs.

C. Enrollment.

1. Anyone performing labor or services at the Project site must enroll in the OCIP unless they are an Excluded Party (as defined below). **Enrollment is mandatory for eligible parties, but not automatic.**

2. Contractor is required to comply with all requirements of the OCIP Administrator to become enrolled, and to ensure that all eligible Subcontractors anticipated to perform any Work or labor, or any portion thereof, at the Project Site become enrolled in the OCIP prior to its coming onto the Project Site. Said cooperation includes the submission of all enrollment information requested by the OCIP Administrator, including, but not limited to, enrollment application forms, insurance information, worker's compensation experience ratings, and loss histories. After review of the submittals required herein, the OCIP Administrator will determine a party's enrollment status, and issue written notice of the effective date of a party's enrollment.

Contractor is further required to include in all its subcontracts or other arrangement, which it may make for the performance of any Work or labor on any portion of the Work as provided under this Contract, a provision that said Subcontractor shall be required to comply with all requirements of the OCIP Administrator to become enrolled in the OCIP prior to beginning any Work at the Project Site. Any delay in the prosecution of the Work resulting from the failure of Contractor, or any of its Subcontractors who are anticipated to perform Work at the Project Site, to timely enroll in the OCIP shall be an Avoidable Delay, and Contractor shall not be entitled to any extension of time or extra compensation for any such delay.

3. **No eligible party, or its employees, will be allowed to enter the Project Site until the OCIP Administrator notifies it of the effective date of enrollment.** However, Contractor is not precluded from beginning offsite Work which does not fall under the OCIP Coverages.

4. Enrollment in the OCIP shall not in any manner limit or qualify any of the liabilities and obligations assumed by the Contractor or any of its Subcontractors of any tier under the Contract. A copy of the SFPUC OCIP Project Insurance Manual ("Insurance Manual") explaining the OCIP will be made available to Contractor. The Insurance Manual is incorporated by reference as though set forth herein. If any provision of the Insurance Manual conflicts with any provision of this Document 00805, then this Document 00805 shall govern.

D. Enrolled Parties and Their Insurance Obligations.

1. OCIP Coverages only covers Enrolled Parties for their Work performed at the Project Site. Enrolled Parties are the City, eligible Contractor and Subcontractors who have received written notification from the OCIP Administrator of the effective date of their enrollment, and such other persons or entities as the City in its sole discretion may designate (each such party who is enrolled in the OCIP is referred to herein as an "Enrolled Party"). A Contractor or any of its Subcontractors is not enrolled until it receives written notification from the OCIP Administrator.

2. The OCIP provides only the OCIP Coverages as set forth in the respective policies. For the term of the Contract or Subcontracts as applicable, Enrolled Parties shall obtain and maintain the other insurance coverage specified in Article 2.0 below. Enrolled Parties may carry, at their own expense, any additional supplemental insurance they deem necessary.

E. Excluded Parties and Their Insurance Obligations.

1. OCIP insurance does not cover the following Excluded Parties:

- a. Hazardous materials remediation, removal and/or transport companies and their consultants;
- b. Architects, surveyors, engineers, and soil testing engineers, and their consultants;
- c. Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project Site;
- d. Contractors and each of their respective Subcontractors who do not perform any actual labor on the Project site; and

e. Any parties or entities specifically identified as ineligible or excluded by the City in its sole discretion, even if otherwise eligible.

2. Excluded Parties and parties no longer enrolled or covered by the OCIP shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverage specified in Article 2.0 below.

F. OCIP Insurance Policies Establish OCIP Coverages.

1. The OCIP Coverages and exclusions summarized herein are set forth in full in their respective insurance policy forms. Contractor should contact the OCIP Administrator for details of OCIP coverages. The summary descriptions of the OCIP Coverages in this Document or in the Insurance Manual are not intended to be complete or to alter or amend any provision of the actual OCIP insurance policies. In the event any provision of this Document, the Insurance Manual, the Contract Documents, or the summary below conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern the extent, limitations and exclusions of OCIP Coverages.

2. Summary of OCIP Coverages. OCIP Coverages shall apply only to those operations of each Enrolled Party performed at the Project Site(s) in connection with the Work and only to Enrolled Parties that are eligible for enrollment in the OCIP. OCIP coverages shall not apply to ineligible parties even if erroneously enrolled in the OCIP. An Enrolled Party's operations away from the Project sites, including product manufacturing, assembly, or other, shall only be covered if such "off-site" operations are identified prior to being placed into operation for the Project and are dedicated solely to the Project. OCIP Coverages shall not cover "off-site" operations until receipt by Contractor of written acknowledgment of such coverage from the OCIP Administrator. The OCIP Administrator's determination of whether off site operations are covered shall be final. The OCIP provides only the following insurance to eligible and Enrolled Parties:

Summary Only

a. Workers' Compensation Insurance Statutory Limit

This insurance is primary for all occurrences at the Project site

b. Employer's Liability Insurance	
Bodily Injury by Accident, each accident	\$2,000,000
Bodily Injury by Disease, each employee	\$2,000,000
Bodily Injury by Disease, policy limit	\$2,000,000

This insurance is primary for all occurrences at the Project site.

c. General Liability Insurance Equivalent to ISO Occurrence Form 2001

Each Occurrence Limit	\$2,000,000
General Aggregate Limit for all Enrolled Parties	\$4,000,000
5 yr. Products & Completed Operations Extension	
Products & Completed Operations Aggregate for all Enrolled Parties	\$4,000,000
Personal/Advertising Injury Aggregate	\$2,000,000

This insurance is primary for all occurrences at the Project site.

The OCIP General Liability policy shall not provide coverage for any claim that could be covered under a property policy or builder's risk policy.

d. Excess Liability Insurance (over Employer's Liability/General Liability)

Combined Single Limit	\$50,000,000
General Annual Aggregate for all Enrolled Parties	\$50,000,000
5 yr. Products & Completed Operations Extension	
Products & Completed Operations Aggregate for all Enrolled Parties	\$50,000,000

Follows form of underlying General Liability and Employer's Liability

e. Builder's Risk Insurance covering "all risk" perils, including flood, with limits of \$75,000,000 and sublimits for flood and other risks.

G. The City's OCIP Obligations.

1. The City shall pay the costs of premiums for the OCIP Coverages. The City will receive all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. Contractor hereby assigns to the City any and all rights to receive such adjustments from OCIP policies only. Contractor shall insert in every subcontract or other arrangement which it may make for the performance of any portion of the Work provided under this Contract, a provision that said Subcontractor shall assign to the City any and all rights to receive any such adjustments. The City assumes no obligation to provide coverage other than that outlined in this Document and the OCIP insurance policies. The City reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than outlined herein.

2. Notwithstanding Document 00700, Article 3.17 entitled "Indemnification," so long as the City continues the OCIP and Contractor is enrolled, the City shall indemnify and defend Contractor from all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees,

directly or indirectly arising out of, connected with or resulting from covered claims up to the OCIP's maximum insurance coverage limits. Contractor's indemnity obligations under Document 00700, Article 3.17 shall remain in full force and effect for all losses and liability, including but not limited to attorney's fees, in excess of the OCIP's maximum insurance coverage limits.

a. The City shall provide Contractor with defense counsel for OCIP covered claims by third parties at City's cost up to OCIP coverage limits. City may manage the claim through the City Attorney's Office, counsel designated by OCIP carriers and approved by the City Attorney, or both.

b. Contractor may retain separate counsel at any time. However, Contractor shall have no recourse against the City for any costs related to their use of separate counsel or counsel not approved by the City in writing. Contractor shall have no recourse against OCIP carriers for any cost related to their use of separate counsel except as approved by City and OCIP carriers in writing, but only to the extent such separate counsel are required to avoid conflicts of interests, e.g. *Cumis* counsel.

H. Contractor's OCIP Obligations.

1. Contractor shall incorporate the terms of this Document 00805 in all subcontract agreements or other arrangements which it may make for the performance of any Work or labor on the Work provided under this Contract.

2. Contractor shall submit all documents and information required to enroll in the OCIP within ten (10) days following notification of award of the Contract and prior to entering the Project Site, and maintain enrollment in the OCIP. Contractor shall further ensure that Contractor's eligible Subcontractors' submit all documents and information required to enroll in the OCIP within five (5) days of subcontracting and prior to the Subcontractors' entering the Project Site, and ensure its Subcontractors maintain enrollment in the OCIP while performing Work at the Project Site. Contractor must notify the OCIP Administrator of all subcontracts regardless of whether the subcontractor is required to be listed pursuant to Public Contract Code Section 4107.

3. Contractor shall comply with all of the administrative, safety, insurance, and other requirements of this Contract, the Insurance Manual, and the OCIP insurance policies.

4. Contractor shall provide each of its Subcontractors with a copy of the Insurance Manual and assure Subcontractor compliance with the provisions of the OCIP insurance policies. The failure of (a) the City to include the Insurance Manual in the bid documents or (b) Contractor to provide each of its eligible Subcontractors with a copy of same, shall not relieve Contractor or any of its Subcontractors from any of the obligations contained therein.

5. Contractor shall acknowledge, and require all of its Subcontractors to acknowledge in writing, that the City, and the OCIP Administrator are not agents, partners or guarantors of the insurance carriers providing coverage under the OCIP (each such insurer, an "OCIP Insurer") and that the City is not responsible for any claims or disputes between or among Contractor, its Subcontractors, and any OCIP Insurer(s). Form of Acknowledgement is provided in the Insurance Manual. Any type of insurance coverage or limits of liability in addition to the OCIP Coverages that Contractor or any Subcontractor desires for its or their own protection, or that is required by applicable laws or regulations, shall be Contractor's or its Subcontractor's sole responsibility and expense and shall not be billed to the City.

6. Unless specified elsewhere in the Contract, Contractor shall provide, within five (5) business days of the City's or the OCIP Administrator's request, all documents or information as requested of Contractor or its Subcontractors. Such information may include but not be limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, or such other data or information as the City, the OCIP Administrator, or OCIP Insurers may request in the administration of the OCIP.

7. Cooperate fully and comply with all requirements of the OCIP Administrator and the OCIP Insurers, as applicable, in its or their administration of the OCIP. This includes, but is not limited to, providing all required documentation and submittals required by the City, OCIP Administrator, and/or OCIP Insurers, and to cooperate with their investigative efforts, claims procedures, and safety procedures. Contractor failure to comply with the requirement of the OCIP Administrator or the OCIP Insurers, shall be deemed a material breach of contract.

8. Report all accidents or incidents resulting in injury, occupational related illness, or property damage to the Owner's Construction Safety Manager as soon as required in the Contract Documents.

9. **General Liability Obligation**

Upon the filing of a claim under the OCIP's General Liability Policy, the OCIP General Liability carrier will, based on a good faith estimate of the value of the claim, determine the applicable amount, up to the maximum sum per occurrence as indicated below, which shall become immediately payable to the City ("General Liability Obligation"). City shall notify Contractor of the amount of the General Liability Obligation. At its sole discretion, the City may demand immediate payment of the General Liability Obligation, withhold an appropriate amount from progress payments pending final resolution of the claim, demand payment upon final resolution of the claim, or take other appropriate action to ensure payment of the General Liability Obligation. The City's failure to demand payment of the General Liability Obligation or to deduct an equivalent amount from progress payments to Contractor will not waive Contractor's obligation to pay said amount to the City. If the amount held by the City for the General

Liability Obligation is in excess of the actual cost of resolving the claim, the excess will be refunded to the Contractor once the OCIP insurance carrier confirms the claim has been resolved. The City is not liable for any interest, costs, or other damages arising from said payment or withholding.

Contract Value (Bid Price)	Max. General Liability Obligation
Under \$1,000,000	\$5,000
Between \$1,000,000 and \$10,000,000	\$10,000
Over \$10,000,000	\$25,000

10. Builder's Risk Obligation

Upon the filing of a claim under the OCIP's Builder's Risk Policy, the OCIP Builder's Risk carrier will, based on a good faith estimate of the value of the claim, determine the applicable amount, up to the maximum sum per occurrence as indicated below, which shall become immediately payable to the City ("Builder's Risk Obligation"). At its sole discretion, the City may demand immediate payment of the Builder's Risk Obligation, withhold an appropriate amount from progress payments pending final resolution of the claim, demand payment upon final resolution of the claim, or take other appropriate action to ensure payment of the Builder's Risk Obligation. The City's failure to demand payment of the Builder's Risk Obligation or to deduct an equivalent amount from progress payments to Contractor will not waive Contractor's obligation to pay said amount to the City. If the amount held by the City for the Builder's Risk Obligation is in excess of the actual cost of resolving the claim, the excess will be refunded to the Contractor once the OCIP insurance carrier confirms the claim has been resolved. The City shall not be liable for any interest, costs, or other damages arising from said payment or withholding.

Contract Value (Bid Price)	Max. Builder's Risk Obligation
Under \$1,000,000	\$5,000
Between \$1,000,000 and \$5,000,000	\$25,000
Between \$5,000,000 and \$10,000,000	\$50,000
Over \$10,000,000	\$100,000

I. Contractor Representations and Warranties to the City.

Contractor represents and warrants to the City or behalf of itself and its Subcontractors:

1. That all information it submits to the City, or the OCIP Administrator shall be accurate and complete.

2. That Contractor, on behalf of itself and its Subcontractors, has had the opportunity to read and analyze copies of the OCIP binders and specimen policies that are on file in the City's office. Any reference or summary in the Contract, this Document, the Insurance Manual, or elsewhere in any other Contract Document as to amount, nature, type or extent of OCIP Coverages and/or potential applicability to any potential claim or loss is for reference only. Contractor and its Subcontractors have not relied upon said reference but solely upon their own independent review and analysis of the OCIP Coverages in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP Coverages and/or its potential applicability to any potential claim or loss.

3. That the Costs of OCIP Coverages were not included in Contractor's Bid or proposal for the Work, are not indicated in the Contract Price, and will not be included in any Change Order or any request for payment for the Work or extra work. The "Costs of OCIP Coverages" is defined as the amount of Contractor's and its Subcontractors' reduction in insurance costs due to eligibility for OCIP Coverages as determined by the OCIP Administrator from information provided on Aon Form-1, Aon Form-2, and Aon Form-3 (blank copies for Contractor's use may be found in the Insurance Manual), and from information available to the City and/or the OCIP Administrator regarding the costs of similar coverages taking into account limits of liability, coverages, and rating of the insurer.

4. That Contractor acknowledges that the City shall not pay or compensate Contractor or any Subcontractor, in any manner, for Costs of OCIP Coverages.

J. Audits. Contractor agrees that the City, the OCIP Administrator, and/or any OCIP Insurer may audit Contractor's or any of its Subcontractor's payroll records, books and records, insurance coverages, insurance cost information, or any other information that Contractor provides to the City, the OCIP Administrator, or the OCIP Insurers to confirm their accuracy and to assure that Costs of OCIP Coverages are not included in any payment for the Work.

K. The City's Election to Modify or Discontinue OCIP. The City may, for any reason, modify the OCIP Coverages, discontinue the OCIP, or request that Contractor or any of its Subcontractors withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its Subcontractors, as specified by the City in such notice, shall obtain and thereafter maintain at the City's expense during the performance of the Work, all (or a portion thereof as specified by the City) of the OCIP Coverages. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to the City's approval.

L. Withhold of Payments. The City may withhold from any payment due and owing to Contractor the Costs of OCIP Coverages if such cost is included in a request for payment. In the event a City audit of Contractor's records and information, as permitted by this Contract, reveals a discrepancy in the insurance, payroll, safety, or any other

information required to be provided by Contractor under the Contract, or reveals the inclusion of Costs of OCIP Coverages in any payment for the Work, the City shall have the right to deduct from the Contract Price all such Costs of OCIP Coverages and all audit costs. The City shall withhold from Contractor the Costs of OCIP Coverages attributable to an increase in Contractor's and its Subcontractors total payroll for the Work over the amount reported to the City and OCIP Administrator at time of enrollment in the OCIP. Audit costs shall include but not be limited to the fees of the OCIP Administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its Subcontractors fail to timely comply with the provisions herein, the City may withhold any payments due Contractor and its Subcontractors until such time as they have performed the requirements of this Document. Further any failure to comply may be deemed a material breach of contract. The City may also withhold from progress payments an amount sufficient to satisfy Contractor's General Liability Obligation or Builder's Risk Obligation. Such withholding by the City shall not be deemed to be a default hereunder.

M. Waiver of Subrogation. Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the City and County of San Francisco, the San Francisco Public Utilities Commission, and the officers, agents, employees, and members of each of them, and any other contractor or subcontractor performing Work or rendering services on behalf of the City in connection with the Project. Contractor shall also require that all Contractor maintained insurance coverage, with the exception of workers' compensation, related to the Work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against Contractor together with the same parties referenced immediately above in this Document. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

N. Waiver of Rights. The City and Contractor waive all rights against each other and against the City's other contractors not a party to this Contract, if any, and any of their Subcontractors sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property or Builder's Risk insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the City as fiduciary. This waiver applies only to the extent that proceeds are, in fact, realized as a result of a claim against the policy. Contractor shall require similar waivers in favor of the City from any of its Subcontractors, Sub-subcontractors, suppliers, etc.

O. Duty of Care. Nothing contained in the Contract documents or the Insurance Manual shall relieve the Contractor or any of its Subcontractors of their respective obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents.

P. Safety. Contractor shall be solely responsible for safety on the project. Contractor shall establish a safety program that, at a minimum, complies with all local, state and federal safety standards, and any safety standards established by the City for the Project, including the Project Safety Standards.

2.0 ADDITIONAL INSURANCE REQUIRED FROM ENROLLED PARTIES AND EXCLUDED PARTIES.

A. Contractor shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, in full force and effect for the period covered by the Contract, the insurance coverage with the indicated minimum specified limits as determined by Contractor's and Subcontractor's status as Enrolled Parties or Excluded Parties, or coverages as required by laws and regulations, whichever is greater. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. The insurance required by this provision shall conform to the City's requirements, be acceptable to the City, and be written by companies rated A-, VII or higher by A.M. Best, Inc, and authorized to do business in California.

As to Enrolled Parties only, the workers' compensation, employer's liability, and commercial general liability insurance required by this provision shall only be for off-site activities or operations not insured under the OCIP Coverages. As to Excluded Parties only, the insurance required under this provision shall cover all its activities or operations related to the Project.

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a combined single limit of not less than \$1,000,000.

If the services involve transporting of hazardous or regulated substances, hazardous or regulated wastes and or hazardous or regulated materials, Contractor and/or its subcontractors shall provide coverage with a combined single limit of \$10,000,000 per accident covering transportation of such materials by amending the pollution exclusion of ISO Form CA 00 01 06 92 (or its equivalent) in the following manner:

- A) DELETE SECTION a.(1)a.: (POLLUTION) "BEING TRANSPORTED OR TOWED AWAY BY, OR HANDLED FOR MOVEMENT INTO, ONTO OR FROM THE COVERED AUTO."
- B) DELETE SECTION a.(1)b.: "OTHERWISE IN THE COURSE OF THE TRANSIT BY THE INSURED."

Such policy shall include the MCS-90 Endorsement. If the City is scheduled as an Additional Insured, the policy shall be endorsed to specifically limit the reimbursement provisions of the MCS-90 to the

Named Insured.

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

3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy CG 0001 ("Occurrence Form") including coverage for premises and operations, independent contractors, contractual liability, broad form property damage, personal injury, explosion, collapse and underground (XCU), products, and completed operations. The limits shall be:

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Each Occurrence	\$1,000,000 / \$2,000,000
General Aggregate	\$2,000,000 / \$4,000,000
Products/Completed Operations Aggregate	\$2,000,000 / \$4,000,000
Personal/Advertising Injury Aggregate	\$1,000,000 / \$2,000,000
5 yr. Products & Completed Operations Extension	

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

B. Before commencement of the Work under this Contract, Contractor shall provide the City with certificates of insurance coverage to the City evidencing all required insurance and with proper endorsements from each of Contractor's insurance carriers, except its workers compensation carrier, naming as additional insureds the City and County of San Francisco, its board members and commissions, and the officers, agents, employees, and members of any of them, and any additional entities as the City may request as additional insureds and shall by endorsement contain a standard cross liability clause. The additional insured endorsement shall state that the coverage provided to the additional insureds is primary and non-contributing with respect to any other insurance available to the additional insureds.

The certificate shall contain a statement to the effect that if any policy or policies covered by the certificate are canceled or changed, the issuing companies will notify the certificate holder not less than 10 days prior to the effective date of said cancellation or change.

Renewal certificates issued during the prosecution of the work shall include the Controller's number as shown on the Contract Order attached to the certified copy of the contract and shall show the certificate holder as Contract Administration Section, San Francisco Public Utilities Commission, Utilities Engineering Bureau, 1155 Market Street-Room 700, San Francisco, CA 93103.

All insurance certificates shall be furnished in triplicate.

Failure to furnish and maintain proof of insurance acceptable to the City will result in withholding of progress payments, suspension of contract work during periods not covered by proof of insurance, and non-payment for any work performed during any period in which the required insurance coverage is not in effect. The City will not grant an extension of time for failure of the Contractor to maintain the required insurance coverage, and delays resulting therefrom shall be subject to assessment of liquidated damages.

At the time of making application for an extension of time, the Contractor shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

If the Contractor fails to maintain any required insurance, the City may take out such insurance and deduct and retain the amount of the premiums from any sums due the Contractor under the contract.

Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor or any subcontractor may be held responsible for payment of damages resulting from his or her operations.

The required minimum amounts of insurance may be increased should conditions of the work, in the opinion of the City, warrant such increase, and the Contractor shall increase the amounts of insurance required herein when so directed by the City to such higher amounts as the City may direct.

If an injury occurs to any employee of the Contractor or its Subcontractor of any tier for which the employee, or his or her dependents in the event of his or her death, is entitled to compensation from the City under the provisions of the Worker's Compensation Insurance and Safety Act as amended, or for which compensation is claimed from the City, the City may retain out of the sums due the Contractor under the Contract, an amount sufficient to cover such compensation, as fixed by said Act as amended, until such compensation is paid, or until it is determined that no compensation is due, and if the City is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.

3.0 CONSTRUCTION SAFETY INCENTIVE/DISINCENTIVE

3.1 GENERAL

The City should use an Incentive/Disincentive Program with the dual objectives of promoting construction safety awareness during the construction phase of the Contract, and minimizing the cost of insurance to the City.

An amount will be credited or debited from the Contract according to the formula described in 3.2. The maximum incentive to be earned by, or disincentive to be assessed the Contractor is \$_____.

3.2 CALCULATION OF INCIDENT RATE

The City shall use the Contractor's cumulative Incident Rate (IR) for Lost Workday cases/Lost Time Incidents at the date of Substantial Completion (LTI) as determined by the United rates Department of Labor Bureau of Labor Statistics (BLS). The IR shall be calculated using the following formula:

$$IR = \frac{LTI \times 200,000}{MAN \text{ HOURS}}$$

LTI = Number of Lost Time Incidents as of Substantial Completion

MH = Total man hours worked at the jobsite as of Substantial Completion

For purposes of calculating IR, each fatality will equal 5 LTIs, each determination by CalOSHA of a Willful Violation (intentional violation) will equal 5 LTIs, and each Cal OSHA determination of Serious Violation (situation involving substantial probability of death or serious injury) will equal 3 LTIs.

3.3 INCENTIVE AWARD / DISINCENTIVE ASSESSMENT

The structure and amounts of the incentive/disincentive may vary depending on the construction project and/or funding sources. Below is a methodology that is currently being used by BART and may be a good starting point for departments to consider.

A. Incentive. Contractor shall be awarded the maximum incentive if the actual IR for the Contract is 2.7 or lower. No incentive shall be paid if the IR for the Contract is 5.2 or above. If the IR is between 2.7 and 5.2, the incentive award will be prorated. The City shall issue an additive change order in the amount of the incentive award.

B. Disincentive. The maximum disincentive shall be assessed against the Contractor if the actual IR for the Contract is 7.7 or greater. No disincentive shall be assessed if the IR for the Contract is 5.2 or less. If the IR is between 5.2 and 7.7, the disincentive assessment shall be prorated. Contractor shall be liable to immediately pay to the City an amount equal to the disincentive assessment. City shall have the right to retain an amount equal to the disincentive assessment from any payment due the Contractor.

4.0 CONFLICTS.

In the event of a conflict between this Document 00805 and any other provision in the Contract or Insurance Manual, this Document 00805 shall govern.

ADD TO DOCUMENT 00200, Article 1.15 EXECUTION OF CONTRACT

A.8 Completed OCIP Enrollment Application, Aon Form-3 which, for convenience, may be found in Section 8 of the Insurance Manual. It is recommended that the successful Bidder also submit completed Aon Form-3 for all potential subcontractors who will perform Work at the Project Site by the deadline specified below, but in no event more than five (5) days after execution of a subcontract or other arrangement. **Note: No party required to enroll in the OCIP will be allowed to enter the job site for any purpose without first being enrolled in the OCIP.** (See Document 00805.)

A.9 Completed Aon Form 1a or 1b as appropriate which, for convenience, may be found in Section 7 of the Project Insurance Manual.

SAFETY PROGRAM AND PROCEDURES

PART 1 -- GENERAL

1.1 GENERAL

It is a material term of the contract that the Contractor comply with San Francisco Public Utilities Commission, Cal/OSHA and OSHA safety and health regulations, and all other applicable Federal, State and local rules and regulations. If a provision of this section conflicts with any applicable and/or any other provision in the contract, the requirement that causes the greater level of safety shall have precedence. SFPUC will review the Contractor's safety plan and Injury and Illness Prevention Program, and monitor compliance with this program.

This section sets forth safety requirements and guidelines which may exceed the Cal/OSHA safety guidelines, rules and regulations. The Contractor is responsible for reviewing and implementing the safety requirements and guidelines set forth in this contract. The Contractor is also responsible for ensuring that the Contractor's subcontractors review and implement mandatory safety requirements. The Contractor is solely responsible for all construction means, methods, techniques, sequences and procedures, including safety precautions and programs. This includes all safety precautions and programs taken in connection with the work, as well as coordinating all portions of the work. Nothing in this provision is intended to relieve the Contractor of any of these obligations.

Contractor and other employees on the entire project can achieve the goal of an accident-free job site through a cooperative effort. Contractors, subcontractors and SFPUC will integrate safety into their management systems to achieve these goals. A central premise is that work planning starts with a focus on the nature of the job to be performed and assessment of the hazards involved in each step. The Safe Plan of Action is the tool for this approach.

1.2 DEFINITIONS

Accident: An unplanned, undesirable event which causes injury, damages property, or otherwise disrupts work activity.

Cal/OSHA: The California Occupational Safety and Health Administration was created by the Occupational Safety and Health Act of 1973 established to enforce effective standards, assist and encourage employers to maintain safe and healthful working conditions, and to provide for enforcement, research, information, education and training in the field of occupational safety and health.

Competent Person: As defined by the California Code of Regulations, Title 8, 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.

Contractor: Any person, Joint Venture, partnership or corporation, which has a contract with the San Francisco Public Utilities Commission and/or their subcontractor(s), to furnish labor, material, or equipment as part of the work.

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Contractor Safety Representative (full-time) and Contractor Safety Designee (part-time):

The person designated by the Contractor as the primary on-site person responsible for maintaining a safe jobsite. Note: A qualified person does not have to be a degreed individual such as an engineer, but must simply have adequate expertise for the particular project. The Contractor Safety Representative shall be the primary manager or supervisor whose only job responsibility is ensuring Contractor compliance with the Safety Program. Designee shall be the primary manager or supervisor responsible for safety who may have responsibilities in addition to safety. The person shall take actions as determined necessary for the safe execution of the project, and adherence to all applicable Federal, State and local rules and regulations.

Contractor's First Aid Register: Contractor's log of administration of First Aid with date, injured person's name, type of injury, type of aid administered and all relevant information.

Emergency Situation Management Plan: The Contractor plan for responding to emergencies.

Hazard Communication Program: Per Cal/OSHA, all employers are to provide information to their employees about any hazardous substances to which they may be exposed. This is accomplished by means of a hazard communication program including labels and other forms of warning, material safety data sheets, and other information and training.

First Aid: Any immediate treatment of injury. Such treatment is considered first aid even though provided by a physician or registered professional personnel.

Illness: Any abnormal condition or disorder, other than one resulting from an occupational injury, caused by exposure to environmental factors associated with employment. It includes acute and chronic illnesses or diseases, which may be caused by inhalation, absorption, ingestion, or direct contact with hazardous material.

Injury and Illness Prevention Plan: As required by Cal/OSHA, a written plan created by employers for preventing injury or illness on the jobsite. The Injury and Illness Prevention Plan shall include:

- Management commitment/assignment of responsibilities;
- Safety communications system with employees;
- System for assuring employee compliance with safe work practices;
- Scheduled inspections/evaluation system;
- Accident investigation;
- Procedures for correcting unsafe/ unhealthy conditions;
- Safety and health training and instruction; and
- Recordkeeping and documentation.

Imminent Danger: A condition or action, which places an individual, group of individuals, property or equipment at risk of imminent harm. Examples of "imminent danger" include, but are not limited to, the following: Elevations not properly protected; excavations not properly sloped or shored; potential electrocution hazards; work activities creating a substantial risk of injury to the general public; operation of vehicles, machinery or heavy equipment in an unsafe manner.

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Injury: Any injury such as a cut, fracture, sprain, amputation, etc., which results from a work accident or from a single instantaneous exposure at the jobsite. Conditions resulting from animal bites, such as insect or snakebites, and from one-time exposure to chemicals are considered to be injuries.

Operating Division: SFPUC Operating Divisions are SFPUC divisions responsible for operating and maintaining plant and equipment. They include, for example, City Distribution Division and Hetch Hetchy.

Personal Protective Equipment (PPE): Appropriate safety clothing and equipment to protect against jobsite hazards such as dust, noise, flying particles, etc.

Qualified Person: One who by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.

Resident Engineer (R.E.): The San Francisco Public Utilities Commission representative responsible for day-to-day construction management of the project. The R.E. is the Contractor's point of contact and liaison with SFPUC.

Safe Plan of Action (SPA): Also known as a Job Safety Analysis (JSA), is a written plan prepared by the Contractor to identify hazards for specific work and the safety approach to accomplish the work safely.

Toolbox Safety Meetings: Toolbox Safety Meetings are 10-15 minute on-the-job meetings held to keep employees alert to prevent work-related accidents, injuries and illnesses, at the frequency specified by Cal/OSHA.

SFPUC: San Francisco Public Utilities Commission.

SFPUC Construction Safety Manager: The SFPUC employee responsible for reviewing safety-related activities of all SFPUC construction sites. The Resident Engineer will meet and consult with the Construction Safety Manager on safety standards, job safety reviews, procedures and staffing.

Visitor: Anyone not regularly working on the site, but temporarily authorized be on the site. All visitors must be accompanied by an appropriate escort.

1.3 CONTRACTOR'S SAFETY RESPONSIBILITIES

Contractor is responsible for developing, implementing and enforcing safety and health programs in compliance with, but not limited to, the following:

OSHA Standards (29 Code of Federal Regulations)

Cal/OSHA Standards (Title 8, California Code of Regulations)

San Francisco Public Utilities Commission safety requirements and procedures

Contractor's Injury and Illness Prevention Plan, Site Specific

Each Contractor shall have a Project Manager assigned to each contract. The responsibility of the Contractor's Project Manager will include safety and the assignment of a Contractor Safety Designee or Representative.

All safety personnel and City construction management personnel on the jobsite have stop work authority for any task that presents an imminent threat to safety. Only the Resident Engineer can authorize a restart of the identified task. Failure to meet safety

requirements, including lack of use of Personal Protective Equipment, can result in removal of any individual from the jobsite at the direction of the Resident Engineer.

PART 2 -- DOCUMENTATION

2.1 DOCUMENTATION AND REPORTING REQUIREMENTS

Contractor is required to maintain at all times a copy of all required safety documentation and reporting files listed below. The Contractor will provide copies to the Resident Engineer when requested, as well as copies specified in the contract.

- A. Safety Program: The Contractor will provide the Resident Engineer with a copy of their "Safety Program" prior to mobilization. The "Safety Program" includes the Contractor's Injury and Illness Prevention Plan, Hazard Communication Program, Respiratory Protection Program and similar elements of safety programs. The Contractor is required to ensure Contractor's and subcontractor's compliance with its "Safety Program".
- B. "Hazard Communication Plan" and "Hazard Analysis Safety Action Plan" (HASAP): The Contractor will provide the R.E. with a copy of its project-specific Hazard Communication Plan and HASAP prior to mobilizing on the project. The Hazard Communication Plan includes a contract-specific site plan with the hazards identified. The "HASAP" contains a brief analysis of the gross hazards anticipated during the project and the precautions that will be taken to prevent injury. See 3.3.A, below.
- C. Agency Inspection Reports: The Resident Engineer and SFPUC Construction Safety Manager must be informed immediately of any OSHA, EPA, or other safety or health regulatory agencies' inspections and other actions involving the Contractor's work as soon as the Contractor becomes aware of such inspection or action.
- D. Accident Reports: Contractor must immediately report the occurrence of all accidents, injuries or illnesses to their Contractor's management or supervisory personnel and to the Resident Engineer and SFPUC Construction Safety Manager, with written report to follow within 24 hours. (Exhibit 8)
- E. Contractor Accident Investigation: Contractors must report on the results of its investigation of any and all accidents, injuries or illnesses, including those involving a third party, to the Resident Engineer and SFPUC Construction Safety Manager immediately with written report to follow within 24 hours.
- F. Safe Plan of Action: Contractor is required to create written Safe Plans of Action (SPA) for each separate work task (Exhibit 6). The Contractor will maintain a file of SPA's at the jobsite for the duration of the work.
- G. Contractor's Weekly Toolbox Safety Meeting Reports and Weekly Safety Survey Reports: Contractor will prepare written reports of Weekly Toolbox Safety Meetings. Signed copies of Contractor's Weekly Safety Survey shall be submitted to the Resident Engineer monthly. (Exhibit 7).
- H. Monthly Contractor's Accident Statistics Report: Contractor shall complete a Monthly Contractors Accident Statistics Report (Exhibit 2) for each month in which work is performed on the project. These reports are due to the Resident Engineer by the fifth (5th) day of the month for the preceding month.
- I. Contractor's Training and Equipment Operator Certification: Contractor to maintain a jobsite file of all certificates and related documents.

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- J. Certifications and Permits: Contractor to maintain jobsite file of all certificates and permits.
- K. SFPUC Notice of Safety Non-Compliance; Temporary Job Suspension: Contractor to maintain jobsite file of documents related to any and all notices of non-compliance from the Resident Engineer and SFPUC Construction Safety Manager.
- L. Contractor's First Aid Register: Contractor to maintain a Contractor's First Aid Register (Exhibit 6) and a jobsite file of all documents relating to First Aid.
- M. Emergency Situation Management Plan. Contractor shall keep plan current with contact names, 24-hour phone numbers.
- N. Material Safety Data Sheets: The Contractor will keep on file for materials on site, and provide a copy to the Resident Engineer.

PART 3 -- EXECUTION

3.1 MINIMUM SAFETY REQUIREMENTS

The following are safety requirements, some of which may exceed Federal, State and local rules and regulations, and/or SFPUC, Cal/OSHA and OSHA safety and health regulations.

- A. Contractor Safety Representative/Designee: Each Contractor shall appoint an on-site Contractor Safety Representative/Designee who shall be on site whenever work is being performed, who will attend regular jobsite SFPUC/Contractor weekly meetings and will be responsible for jobsite safety.
- B. Clothing: Everyone, including delivery personnel, vendors, and visitors, must wear the following while on the construction site: 1) an approved high-visibility Construction Safety Vest (Construction Safety Vests are not required in construction parking lots, enclosed vehicles, and office trailers); 2) Long pants only, no short pants, cutoffs, sweat pants, etc.; and 3) Shirts with at least three (3) inch sleeves (no tank tops).
- C. Hard hats shall be worn at all times when on the construction site; this includes welders when using welding hoods. Hard hats are not required in construction parking lots, enclosed vehicles, and office trailers.
- D. Hard-toe footwear, complying with ANSI Z41.1 specifications, shall be worn by all employees in areas where there is a danger of foot injuries due to falling objects, rolling objects, objects piercing the sole or when employee's feet are exposed to electrical hazards.
- E. Safety glasses (with side shields), designated "ANSI Z87.1" approved, shall be worn at all times when in the construction environment, shop (under welding hoods), as well as any time when eye hazards exist. Safety goggles must be worn over non-ANSI Z87.1 prescription eyewear.
- F. Face shields must be worn in conjunction with safety glasses when grinding, chipping, jack hammering, power sawing, or conducting other tasks that involve serious face/eye hazards.
- G. Gloves, appropriate for the hazard present, shall be worn when hands are exposed to absorption of harmful substances, biological contaminants (wastewater), cuts, abrasions, punctures, chemical burns, thermal burns or harmful temperature extremes.

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- H. Fall Protection: All Contractor employees shall comply with the Fall Protection Policy. This policy states: "Anytime employees are working from an unprotected elevation of six (6) feet or more, fall protection must be used." Working as stated above means while traveling, stationary, or at anytime exposed to a fall from a surface not protected by approved handrails, guardrails or some other approved fall elimination device.
- I. Drugs, substances: Contractor shall keep the jobsite free of illegal drugs, alcohol, firearms or other dangerous substances which impair an employee's ability to work safely. Failure to comply with this provision is a material breach of contract.
- J. Smoking is prohibited on the jobsite outside designated smoking areas approved by the Resident Engineer.
- K. Equipment: All equipment on the project shall be used in accordance with all Cal/OSHA, OSHA and all other applicable safety requirements, and the manufacturer's instructions and guidelines. Equipment shall not be altered or modified in any way for a use not intended by the manufacturer.
- L. Ground Fault Circuit Interrupters will be used where assured grounding is required. Quarterly equipment inspections will not modify this requirement.
- M. Scaffolding: All scaffolding must be inspected and tagged as required by law by a Competent Person prior to initial use, before each work shift and after any event that could affect it's structural integrity. Untagged scaffolds must not be used.
- N. Housekeeping: Contractor will keep areas in an orderly condition free of materials that could create slip/trip or fire hazards, and clear of debris and trash at the close of each shift.
- O. Contractor Safety Representative/Designee requirements: If the Contractor has fewer than 50 combined total employees onsite, the Contractor must appoint an on-site safety supervisor who will be referred to as a Safety Designee; each Contractor with more than 50 combined total employees onsite shall have a full-time, on-site Safety Representative.

A Safety Designee is required to have completed the OSHA 30-Hour Construction Safety and Health Training Course within the past three (3) years. The Safety Designee may be a working supervisor or foreman.

The Contractor's Safety Representative is required to have 2 years or more of construction safety experience as represented by a resume and comply with one of the following: Hold a current CSP (Certified Safety Professional) designation, **or** Hold a current CSHT (Construction Safety and Health Technician) designation, **or** Have completed the OSHA 30-hour Construction Safety and Health course within the past 36 months, **or** completed the OSHA 500 or OSHA Instructor Refresher course within the past 24 months.

The name and resume of the Safety Designee or Safety Representative shall be provided to the Resident Engineer for review prior to commencement of work on the site.

- P. The Contractor's Safety Designee or Representative responsibilities and duties include, but are not limited to, the following:
- Participation in regular Project Progress Meetings with the Resident Engineer to report on the status of safety.

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- Maintaining current knowledge of job safety status, and advising the Resident Engineer of safety issues requiring management assistance.
 - Conducting Weekly Safety Surveys of Contractor's activities to document safety performance and provide a written report to the Resident Engineer on a weekly basis.
 - Providing consulting and training regarding problems and challenges that may arise on the Project.
 - Reviewing all accident reports to verify the thoroughness of the Contractor's reported investigation and fact-finding
 - Compiling and maintaining safety performance statistics for the Project, and providing a monthly report to the Resident Engineer.
 - Conducting orientation sessions for employees new to the project site before they are allowed to start work.
 - Participating in Weekly Toolbox Safety Meetings and assisting field supervisors by providing videos and printed material supporting safety meetings.
 - Instructing employees in the proper use and care of personal protective equipment.
 - Instructing employees concerning special procedures (e.g., lockout, excavation).
 - Instructing employees on the project on the Safe Plan of Action procedure, and monitoring the use of the procedure, including filing the completed written Safe Plans of Action.
 - Providing or coordinating appropriate safety training.
 - Completing and maintaining Cal/OSHA, OSHA, SFPUC, and Project-specific documentation.
 - Maintaining documentation of safety training.
 - Stopping unsafe work and taking immediate corrective action.
 - Interpreting and implementing site-specific safety policies and procedures.
 - Ensuring first aid supplies are adequate and available.
 - Posting the names and positions of all CPR/First Aid trained personnel who volunteer to have their training identified.
 - Ensuring that the Resident Engineer is immediately notified of all accidents.
- Q. Competent Persons, as defined by California Code of Regulations, Title 8, must be present during excavations, trenching, scaffold erection or dismantling, confined space entry, lock-out/tag-out, and assured grounding electrical inspections. The Contractor shall provide the names and qualifications of individuals designated as Competent Persons.
- R. Excavations and trenching: Prior to beginning any excavation, digging, trenching, or drilling operation, the Contractor shall ensure that all underground utilities have been located and verified by the responsible parties. The Contractor shall give 48 hours notice to the Resident Engineer prior to excavating deeper than five feet. While Contractors are responsible for notifying U.S.A. (Underground Service Alert) where applicable, many SFPUC sites have utilities that are not subject to location by U.S.A., and SFPUC will work to locate them and advise the Contractor when the locating is complete (with

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drawings when necessary) - Contractor to notify Resident Engineer at least 48 hours in advance for sites where SFPUC should locate underground utilities.

- S. Isolation of Energy Sources: Energy sources that can cause harm to individuals, damage to property and or harm to the community include electricity, pneumatic pressure, water under pressure and various waste streams under pressure. Contractor is to provide to the SFPUC a copy of isolation procedures for review prior to commencing work on systems that may release stored energy. Prior to opening any system, or pipe, the Contractor must coordinate with the SFPUC and obtain SFPUC approval to determine that proper precautions have been taken to prevent the inadvertent release of energy/material. This may include the use of a Contractor-developed permit and or Lock-out/Tag-out system, and may include a SFPUC System Outage Request.
- T. System Outage Request: The SFPUC System Outage Request procedure and form is used by Operations, and requires input from the Resident Engineer and Contractor at least 14 calendar days in advance of shutdown of operating equipment, pipes, roads or other similar systems to allow for substantial local and regional Operations and safety reviews to be undertaken. The Operating Division fills out the form and will notify Contractor through the Resident Engineer of acceptance of the request. Contractor must inform the R.E. of the facilities that may be affected, date of proposed shutdown, reasons for the proposed shutdown, known or expected impacts of the shutdown, key contacts in the Contractor organization.
- U. Training Requirements: Contractor employees must complete safety training per all applicable Federal, State, local, Cal/OSHA, OSHA, and SFPUC safety rules, regulations and requirements. Documentation of all safety training shall be maintained on the project by the Contractor and Contractor shall be forwarded to the Resident Engineer upon request. Contractor training must include an orientation for each employee before the employee begins work on the jobsite for the first time - with a record of the training signed by the employee. Orientation training will include review of site plan/hazards, safety requirements, personal protective equipment, permitting procedures, emergency procedures and evacuation procedures, among other things.

Contractors must certify that all operators of mobile equipment such as forklifts, cranes, boom lifts, buses, etc., have been trained and/or certified, as required, on the proper operation of the equipment. Copies of this training and certification shall be maintained on the jobsite by the Contractor and forwarded to the Resident Engineer upon request.

All Contractor employees are required to participate in Weekly Toolbox Safety Meetings. Signed copies of the Weekly Toolbox Safety Meeting reports shall be provided to the SFPUC monthly.

3.2 CERTIFICATIONS AND PERMITS

- A. Certain operations may require issuance of a permit. Such activities may include but are not limited to: some hazardous materials, hot work, confined space/vessel entry, excavations, asbestos abatement, lead abatement, etc. The Contractor representative shall ask the Resident Engineer to determine if any part of the Contractor's activities require a Client/Owner permit. Each shutdown of an SFPUC operating facility requires a System Outage Request (see 3.1.T, above).

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- B. Cal/OSHA, or State or local authorities may require additional and/or separate permits, reports, or notifications for specific activities such as; excavations, heavy lifts, asbestos/lead abatement, cranes, scaffolding, tunneling, etc. Contractors will be responsible to secure and comply with these permits.

3.3 HAZARD COMMUNICATION PROGRAM, AND HAZARDOUS WASTE

- A. Cal/OSHA requires all employers to provide information to their employees about the hazardous substances to which they may be exposed, by means of a hazard communication program, labels and other forms of warning, material safety data sheets, and information and training. The Contractor is required to have a written Hazard Communication Program and comply with the requirements of that program. Documentation of employee Hazard Communication training shall be established by the Contractor prior to commencement of work.
- B. Any potentially hazardous material or chemical brought onto the project is required to be accompanied by a Material Safety Data Sheet (MSDS). Copies of the MSDS's shall be forwarded to the Resident Engineer before (or simultaneous with) the time that the product is brought onto the project. Some hazardous materials may require a permit.
- C. Contact the Resident Engineer prior to bringing large quantities of hazardous materials on site. Flammable, toxic or other hazardous materials will be stored in clearly designated, well-ventilated areas acceptable to the Resident Engineer. Such material will not be stored within 75 feet of the existing and occupied structures or active access/egress ways.
- D. All containers brought onto the jobsite must be labeled as to their contents.
- E. The Resident Engineer shall be notified before any chemical/material which may create and/or release noxious or toxic fumes is used. Contractor shall consider potential exposure to SFPUC Operations personnel and the general public before use of such chemicals. Contractor is responsible for complying with all applicable environmental regulations, requirements and standards.
- F. Hazardous materials and hazardous waste:

Contractor shall comply with local, state, federal, Cal/OSHA and OSHA regulations. The requirements below are intended to request information from the Contractor on hazardous materials in use or that become waste, and their disposition, and are not intended to replace other laws, regulations or other contract provisions relating to contract-related hazardous waste management involved in the specific contract work.

The Contractor and its subcontractors will provide to the Resident Engineer a list of hazardous materials that will be used on the project site. Any amendments are to be forwarded to the Resident Engineer, with MSDS copies.

An U.S. Environmental Protection Agency (EPA) ID number will need to be obtained for the hazardous wastes produced by the Contractor and subcontractors. A Generator and Transporter number may be required.

All hazardous wastes produced by the Contractor must be removed from the project site by a licensed hazardous waste transporter. Such loads will need to be manifested and a copy of the manifest sent to Resident Engineer. All hazardous materials must be properly labeled and stored until removed from the project site (by a licensed hazardous waste transporter) to a licensed disposal facility.

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Hazardous materials or hazardous wastes stored in 30- or 55-gal drums are to be placed on spill containment pads.

Report all incidental releases of a hazardous material or hazardous waste promptly to the Resident Engineer. If the release is of a reportable quantity, the responsible Contractor will notify the appropriate regulatory agency.

Depending on the hazardous materials spilled, the Resident Engineer may require the responsible Contractor to hire a certified laboratory to take an appropriate number of soil samples to test at their laboratory. A copy of the results is to be given to the Resident Engineer as soon as they are available.

Contractor must inspect their hazardous material and waste storage areas at least weekly to ensure they are properly maintained.

The Contractor will randomly audit the labeling and storage of hazardous material and waste and the disposal of hazardous waste to verify that all subcontractors are fulfilling their roles as responsible parties. Contractor is responsible for subcontractors' non-compliance.

3.4 RESPIRATORY PROTECTION

The Contractor is required to forward to the Resident Engineer a copy of their written Respiratory Protection Program when respirators will be used. These programs must comply with current SFPUC, state, federal, Cal/OSHA and OSHA requirements. The Contractor's program must include the following:

- Proper respirator selection

- Proper respirator training, and the required fit test procedures

- Proper respirator cleaning, sanitizing, inspection and maintenance

- Respirator users medical clearance.

3.5 SAFETY SURVEYS

- A. The Resident Engineer and/or the SFPUC Construction Safety Manager/Inspector may conduct periodic safety surveys of the project. Any safety discrepancy observed will be reported to the Contractor for immediate corrective action as necessary. The Contractor shall provide a marked copy of the safety survey, a description of the Contractor's corrective actions and date, and actions not taken, and submit to the Resident Engineer.
- B. These safety surveys do not relieve the Contractor of the responsibility to self-inspect work and equipment and to conduct work in a safe manner, or for complying with Federal, State and local statutes, rules, regulations and orders applicable to performance of the work.
- C. Contractor shall immediately advise the Resident Engineer when inspectors from Cal/OSHA or other non-City agencies visit the site.

3.6 SPECIAL PROJECT SAFETY PROCEDURES

Contractor employees shall be trained and educated on their individual responsibilities contained in this section by the Contractor after mobilization, if not already trained.

A. Safe Plan of Action (SPA)

The Contractor will develop a Safe Plan of Action identifying potential hazards related to performing identified tasks, and setting forth procedures for minimizing the hazards. It is

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expected that the SPA will be developed by the crew assigned to perform the work with guidance from their Supervisor (Foreman). At a minimum, the supervisor will lead the crew performing an identifiable task in a task-hazard assessment, to identify potential hazards and hazard control measures including PPE. Each participant shall sign the SPA to acknowledge their participation in creating the SPA, their understanding of the SPA and agreement to follow the SPA. Contractor shall maintain a file of SPA's on the jobsite.

B. Accident Investigation Requirements

Accident Investigation Report: All accident investigations must be documented using the Accident Investigation Report (Exhibit 8). All required reports should be submitted to the R.E. within 24 hours of the incident. If data collection requires longer time, a preliminary Accident Investigation Report describing the incident, any preliminary conclusions and what additional work must be done to complete the report shall be provided to the Resident Engineer at 24 hours after the accident, with an estimate of the completion date of the complete report. Contractor shall request witnesses to remain on site to make a statement, and not delay it to the following day. The Contractor is required to obtain signed statements from witnesses of their complete factual observations. Names and permanent addresses of witness shall also be secured for further reference. (See Exhibit 9)

Accident Follow-up Meeting and Report: On receipt of the Contractor's Accident Report, the SFPUC Construction Safety Manager will chair a meeting with the Resident Engineer and the Contractor to discuss the accident and what actions should, if any, be taken, to prevent other accidents. Other parties may be requested to attend the meeting. The SFPUC Construction Safety Manager may write a report of the findings and conclusions as well as recommended measures, as necessary, to prevent re-occurrence. Copies will be provided to the Contractor, Resident Engineer and SFPUC Health and Safety Program Manager.

In the event of a workplace accident, injury or illness, the most important immediate actions are to provide the best assistance possible to those who may need it and to ensure the safety of others that may be affected or acting as emergency responders.

Securing of the accident scene is important. No movement of material or equipment should be made until a review of the accident is completed. (Securing of equipment or material, which could prevent further injury, shall be done.)

3.7 RELEASES AND EMPLOYEE EXPOSURES INVOLVING HAZARDOUS CHEMICALS

All accidents involving exposure to potentially hazardous materials and hazardous material releases in potentially reportable quantities (as defined by EPA-RCRA), must be reported to the Resident Engineer immediately. It is important to report all releases or exposures even though the incident may be considered minor or no adverse health effects or symptoms are apparent at the time. The Contractor is responsible for notifications to regulatory agencies.

3.8 IMMINENT DANGER SITUATIONS

In addition to immediate suspension of work, the procedure for correction of imminent danger situations will follow the "Safety Adherence" procedure set forth below.

3.9 SAFETY ADHERENCE PROCEDURE

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The Resident Engineer may take any of the actions below, depending on the evaluation of a Contractor's unsafe situation:

Action One - If a Contractor fails to comply with an applicable safety standard, the Resident Engineer will issue a written "Notice of Safety Non-Compliance" (Exhibit 3) to the Contractor. Contractor shall take immediate action to correct the deficiency noted, or provide written explanation for non-compliance. At the discretion of the Resident Engineer, based on repeated non-compliance or unreasonable delay in correcting non-compliance, the Resident Engineer will present a "Warning Letter for Safety Non-Compliance" (Exhibit 4), with a copy of the Notice of Safety Non-Compliance to the Contractor at the site and the Contractor's President or Operations Manager. Copies of these two documents will also be presented to the local SFPUC Operations Manager and SFPUC Construction Safety Manager.

Action Two - If items of safety non-compliance are not corrected by Action One within the time specified in the "Notice of Safety Non-Compliance", or the Contractor repeatedly fails to comply with the applicable safety regulations, the City may withhold further progress payments without penalty or interest until such time as the City, in its sole discretion, determines the Contractor is in compliance with applicable safety regulations. The R.E. will issue a "Written Notice of Temporary Job Suspension" (Exhibit 5) directing the Contractor to stop all work or that portion of work affected by the safety non-compliance, with a copy to the SFPUC Construction Safety Manager. The Contractor may not resume work or that portion of work until the Resident Engineer, SFPUC Construction Safety Manager and the Contractor's senior management or equivalent have met and the Contractor has corrected the deficiency.

Actions that may be considered include, but are not limited to:

- Removal of certain Contractor personnel from the project
- Alteration of the Contractor's job procedures
- Request the SFPUC implement the corrective action with costs to be borne by the Contractor and deducted from the contract payment.

The Contractor shall not resume work until proposed corrective actions are accepted by the Resident Engineer. The Resident Engineer will document the meeting results in the form of meeting minutes, which will be kept on file. Suspension under Action Two is non-compensable and will not extend the Contractor's time to complete the contract.

Action Three - If Actions One and/or Two do not result in the Contractor's safety performance being brought into compliance within the time specified in the notice of temporary job suspension, the Contractor will be deemed to have breached the contract and the City may terminate the contract. The Contractor will be subject to debarment and may be ineligible to participate in City projects for up to 5 years.

3.10 PROCEDURE FOR VISITORS TO CONTRACTOR

The Contractor shall provide safety orientation and PPE for employees and Visitors before admission to the jobsite. The Contractor shall escort all visitors on the jobsite, according to the following procedure:

All Visitors to the Contractor must report to the Contractor jobsite office for orientation procedure prior to admission to the construction site.

When the Resident Engineer has Visitors on site, the Resident Engineer will advise the Contractor, and the Resident Engineer will orient and escort Visitors to the R.E.'s office.

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Site Visitor's Orientation Procedure by Contractor:

Visitor Site Introduction to Scope of Site: Use a site map to explain the facility operation, hazards, what construction is underway, and what access routes are used.

Explain Emergency Procedures and Identify Key Personnel: Cover subjects including Fire Drills, Escape Routes, Meeting Points, First Aid, Accident Reporting, Contractor/CED Emergency Phone Contact List.

Explain Site Rules and Hazards: Include advice that there is to be no alcohol, no drugs, no smoking and Visitors are to remain with the Contractor escort at all times. PPE - Hard hat, high visibility coat/vest, appropriate footwear to be worn at all times. Safety glasses and hearing protection to be used in designated areas, or as needed when equipment operates. Advise Visitor of hazards such as equipment, dust, and other hazards.

The Visitor must sign the Contractor Visitors' Log, a log of date, person, company for each Visitor. Visitors who refuse to sign the Contractor's Visitors' Log will not be allowed on the construction site.

3.11 COORDINATION WITH ON-GOING OPERATIONS

The Resident Engineer shall schedule meetings as needed with SFPUC Operating Division staff and Contractor to coordinate construction with ongoing operations. The Contractor shall comply with the arrangement as approved by the Operating Division. The frequency of these meetings will be according to the construction work schedule and Operations staffing, and may differ based on whether the construction is in an operating plant or an un-staffed pump station, as examples. The Resident Engineer and Operations staff representative will advise the Contractor of operations schedules, hazards and concerns relative to construction, and discuss coordination with Contractor and Operations personnel. The Contractor shall provide construction schedules well in advance of work needing Operations support or shutdowns, so that they can be scheduled and coordinated. (see 3.1.T for System Outage Request). The Contractor shall attend meetings with SFPUC Operating Divisions as requested by the Resident Engineer.

3.12 SAFETY POSTERS AND SIGNS BY CONTRACTOR

The Contractor is required to post the Project Safety Alerts and Bulletins issued by the Resident Engineer as well as the posters required by Cal/OSHA and OSHA regulation in a conspicuous place, outside of the trailer and in a location readily visible to construction workers.

The Contractor will post appropriate project safety signs. These signs will include but not be limited to (all notices may be on one physical sign):

Hard Hats, Safety Glasses and Safety Vests Required Beyond This Point (posted at all entrances to the project site and work areas).

Danger - Construction Area - Authorized Personnel Only (posted at all entrances to the project site).

Drugs, Alcohol, Firearms and Related Paraphernalia are prohibited on the Project Site (posted at all entrances to the project site).

3.13 EMERGENCY SITUATION MANAGEMENT PLAN

SECTION 00814

SFPUC has a system-wide Emergency Plan which sets forth responses to events such as seismic damage, explosions, and similar events.

For construction-related emergencies, Contactor will prepare an Emergency Situation Management Plan (ESMP) in concert with the SFPUC Operations Manager and, when applicable, the local fire and emergency response agencies which might respond to an emergency incident. The plan will list those agencies' phone numbers and the agencies' familiarity with the jobsite. It will list Contractor's personnel with their telephone, pager, home telephones and other contact data. In advance of beginning construction work, the Contractor will inform emergency response agencies of any site-related complexities, special construction and potential dangers.

Unauthorized persons are to be immediately escorted off the jobsite. The Contractor will immediately notify the Resident Engineer, and the local authorities if there is any indication that the trespasser is refusing to leave or will not leave the site.

The ESMP shall be implemented in case of an emergency.

The Contractor will review this plan with each supervisor and foreman, including subcontractors, and provide a copy to the Resident Engineer and to local emergency authorities who are most likely to respond to an incident at the jobsite.

3.14 JOBSITE DRUG FREE POLICY

- A. The SFPUC and Contractor agree that the presence on a construction jobsite of a worker whose faculties are impaired by drug or alcohol use presents a clear and present danger to the physical safety of the worker, other workers on a jobsite, or to a member of the public. To support the SFPUC's stated goal of maintaining its construction jobsite free of drugs and alcohol, the Contractor agrees to submit to the City a written Safety Plan, Injury and Illness Prevention Programs and Substance Abuse Policy which promote a drug-free jobsite.

The Contractor's Substance Abuse Policy shall set forth the Contractor's procedure for addressing prohibited activities such as the presence of open containers of alcohol at the workplace and workers whose faculties appear to be impaired by alcohol or drugs. The Substance Abuse Policy shall require the Contractor to remove from the jobsite any Worker whom the Contractor has determined cannot perform their job duties safely and competently because their faculties are impaired by the use of drugs or alcohol. For purposes of this paragraph 3.14, Worker shall mean employees of either the Contractor or its subcontractors or suppliers.

Contractor shall train its supervisory personnel to recognize, document, and deal with suspected drug or alcohol abuse by its Workers.

B. Drug and Alcohol Testing

1) To the extent allowed by federal, state, and local law, Contractor's Substance Abuse Policy shall require pre-employment drug and alcohol testing of all applicants for employment with Contractor. However, where an applicant is already subject to testing as mandated by federal or state law, such applicant is specifically exempted from new testing by the Contractor.

2) The Contractor shall insert in every subcontract or other arrangement which it may make for the performance of any work or labor on the work provided for in this contract, a provision that said subcontractor shall require pre-employment drug and alcohol testing of all applicants for employment with the subcontractor. However, an applicant

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who is already subject to, and in compliance with, testing requirements of federal or state law is specifically exempted from new testing by the subcontractor or Contractor.

3) In the event of an accident or near-miss involving a Worker where the Contractor or the Resident Engineer reasonably believes the Worker's faculties are impaired, and the Worker is in a position where such impairment presents a clear and present danger to the physical safety of the Worker, another Worker, or to a member of the public, Contractor shall immediately test the Worker for the presence of drugs or alcohol. The administration of such tests shall be consistent with San Francisco Police Code Sec. 3300A.5.

4) **Each month**, Contractor shall submit a written report to the RE either listing the names of any persons tested, test conducted, and results of such tests; or the number of persons tested, test conducted, and results of such tests.

--

SECTION 00814

**Exhibit 1
CONTRACTOR SAFETY DATA FORM
TO BE SUBMITTED AT BID TIME**

1. SAFETY PERFORMANCE HISTORY

A. Interstate or Intrastate Workers Compensation Experience Modification Rate (EMR), (as shown on Workers Compensation Insurance Policy) for **three most recent years**.

<u>Year</u>	<u>EMR</u>	<u>*WH/CL</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

* If self insured, provide employee Work Hours per Claim. (WH/CL)

THE FOLLOWING DATA FOR LAST THREE (3) YEARS FROM COMPANY'S OSHA 200 LOG.

	Year	_____	_____	_____
B. No. of employee hours worked		_____	_____	_____
C. No. of fatalities (Column 1 & 8 of OSHA 200 Log) (If numbers are shown, attach explanation)		_____	_____	_____
D. No. of <u>restricted and lost workday cases</u> (Column 2 & 9 of OSHA log)		_____	_____	_____
E. No. of <u>cases</u> involving lost workdays (Column 3 & 10 of OSHA log)		_____	_____	_____
F. No. of <u>cases</u> defined as recordable but without lost workdays (Column 6 & 13 of OSHA log)		_____	_____	_____
G. Total no. of cases for C, D, and F (not workdays)		_____	_____	_____
H. "OSHA Incidence Rate" Formula: <u>Total Recordable Injuries x200,000</u> Total no. of workhours		_____	_____	_____
I. No. of citations by OSHA in past three years (provide details of each)		_____	_____	_____

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		Yes	No
2.	Do you have a written hazard communication program?	<input type="checkbox"/>	<input type="checkbox"/>
	Do you have a written safety program?	<input type="checkbox"/>	<input type="checkbox"/>
	Do you have a written company drug program?	<input type="checkbox"/>	<input type="checkbox"/>
	Do you have a written respiratory protection program?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Do you have one or more full time:		
	A. Physicians	<input type="checkbox"/>	<input type="checkbox"/>
	B. Safety Professionals	<input type="checkbox"/>	<input type="checkbox"/>
	C. Industrial Hygienists	<input type="checkbox"/>	<input type="checkbox"/>
4.	Do you have a new employee orientation program?	<input type="checkbox"/>	<input type="checkbox"/>
	Does it include instructions on the following?		
	A. Company Safety Policy	<input type="checkbox"/>	<input type="checkbox"/>
	B. Company Safety Rules	<input type="checkbox"/>	<input type="checkbox"/>
	C. Safety Meeting Attendance	<input type="checkbox"/>	<input type="checkbox"/>
	D. Company Safety Record	<input type="checkbox"/>	<input type="checkbox"/>
	E. Hazard Recognition	<input type="checkbox"/>	<input type="checkbox"/>
	F. Hazard Reporting	<input type="checkbox"/>	<input type="checkbox"/>
	G. Injury Reporting	<input type="checkbox"/>	<input type="checkbox"/>
	H. Personnel Protective Equipment	<input type="checkbox"/>	<input type="checkbox"/>
	I. Respiratory Protection	<input type="checkbox"/>	<input type="checkbox"/>
	J. Fire Protection	<input type="checkbox"/>	<input type="checkbox"/>
	K. Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>
	L. Toxic Substances	<input type="checkbox"/>	<input type="checkbox"/>
	M. Electrical Safety	<input type="checkbox"/>	<input type="checkbox"/>
	N. Safety Harnesses and Lifelines	<input type="checkbox"/>	<input type="checkbox"/>
	O. First Aid	<input type="checkbox"/>	<input type="checkbox"/>
	P. Driving Safety	<input type="checkbox"/>	<input type="checkbox"/>
	Q. Lockout/Tagout	<input type="checkbox"/>	<input type="checkbox"/>
	R. Ladder/Stairway Safety	<input type="checkbox"/>	<input type="checkbox"/>
	S. Hearing Conservation	<input type="checkbox"/>	<input type="checkbox"/>
	T. Trenching and Excavation	<input type="checkbox"/>	<input type="checkbox"/>
5.	Do you have a training program for newly hired or promoted first line supervisors?	<input type="checkbox"/>	<input type="checkbox"/>
	Does it include instruction on the following?		
	A. Hazard Recognition	<input type="checkbox"/>	<input type="checkbox"/>
	B. Safe Work Practices	<input type="checkbox"/>	<input type="checkbox"/>
	C. Safety Supervision	<input type="checkbox"/>	<input type="checkbox"/>
	D. New Employee Orientation	<input type="checkbox"/>	<input type="checkbox"/>
	E. Toolbox Safety Meetings	<input type="checkbox"/>	<input type="checkbox"/>
	F. First Aid Procedures	<input type="checkbox"/>	<input type="checkbox"/>
	G. Emergency Procedures	<input type="checkbox"/>	<input type="checkbox"/>

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- H. Incident Reporting
- I. Accident Investigation

6. How often do you hold periodic Safety Meetings for your foremen/supervisors?
- A. Weekly _____
 - B. Monthly _____
 - C. Bi-Weekly _____
 - D. Less Often, As Needed _____

7. Do you conduct Field Safety Inspection of Work in progress? Yes No
- A. If yes, who conducts the inspection? _____
 - B. How often? _____

8. Are Accident Reports circulated to your management? Yes No

9. Is safety a (documented) weighted factor in evaluating in the performance of:
- A. Foreman Yes No
 - B. Supervisor Yes No
 - C. Management Yes No

10. Does your firm hold Toolbox Safety Meetings? Yes No

How often:

- A. Weekly _____
- B. Bi-Weekly _____
- C. Monthly _____
- D. Less Often, As Needed _____

11. Who is the most senior staff safety professional at your company?
- Name: _____ Title: _____ Phone: _____

12. Who should we contact to discuss the details of the information contained in this document?
- Name: _____ Title: _____ Phone: _____

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Exhibit 2
MONTHLY CONTRACTOR ACCIDENT
STATISTICS REPORT

FOR: _____ (MONTH) PROJECT NAME: _____

CONTRACTOR NAME: _____ Contract No.: _____

Workhours for the month: _____ Workhours Year-to-date: _____

Number of injuries & illnesses that received treatment by a physician: _____

Total number of OSHA Recordable injuries & illnesses: _____

Number of Restricted duty cases: _____ Number of Lost time (days away) cases: _____

Please list all injuries and illnesses which have occurred to employees of your company on the above project this month. Include accident cause, injury/illness suffered and current disposition of injured/ill employee (i.e., returned to work, still off work, awaiting surgery, etc.):

Person completing report: (print) _____ Title: _____

Date: _____ Signature: _____

Submit this report to the Resident Engineer on the above project by the fifth (5th) of each month, for the preceding month's work activities.

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**Exhibit 4
WARNING LETTER FOR SAFETY NON-COMPLIANCE**

Project Name and Number _____

Your firm, _____, has been found to be in violation of your contract by non-compliance with applicable Cal/OSHA, OSHA, or SFPUC safety requirements.

On _____ (date), in accordance with the SFPUC Contractor Safety Adherence Policy, your representative, _____, was given a Notice of Safety Non-Compliance (copy attached). This notice specifies areas where your company does not comply with Cal/OSHA, OSHA or SFPUC safety requirements, and requests that these items be corrected immediately.

If they are not corrected, continued failure to correct the deficiency is a material breach of contract.

Thank you for your prompt attention to this matter.

Signature of Resident Engineer

Date

Attachment: Notice of Safety Non-Compliance

cc: UEB Construction Manager
UEB Project Manager
SFPUC Construction Safety Manager

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Exhibit 5
WRITTEN NOTICE OF TEMPORARY JOB SUSPENSION

Your company, _____ while working on the _____ project (Contract No.: _____) has been notified of safety performance deficiencies in accordance with SFPUC Contractor Safety Adherence Policy.

Despite these written notifications requesting that immediate corrective action be taken to improve your safety performance, improvement has not occurred.

Therefore, in accordance with Action Two of the Contractor Safety Adherence Policy, we are hereby notifying you that after securing your equipment, all job activities on the project named above are to cease.

You have _____ days to cure the deficiency. Failure to cure the deficiency is a material breach of contract.

Activities on this project may be resumed only after your company meets requirements set forth in the Contractor Safety Adherence Policy. Any delay in completion of the work is non-compensable. Contractor's time for performance will not be extended by this suspension.

Signature of Resident Engineer

Time

Date

cc: UEB Construction Manager
UEB Project Manager
SFPUC Construction Safety Manager

SECTION 00814

Exhibit 6
SAFE PLAN OF ACTION (SPA)

Contract Name: _____ Contract No.: _____

- 1. Write the name of the work area and the job task in the blanks where indicated.
2. Conduct a walk-through survey of the work area. Plan and review the job task with all of the employees involved. On left side of form, break the task down into steps, Then write down each hazard possible in conducting the task. (How can someone get hurt doing the job)?
3. On the right side of the form, put down what can be done to control/eliminate the hazard.
4. Use PPE checklist to review required protective equipment.
5. When completing the Safe Plan of Action (SPA), include any hazards specific to the location of work, whether created by work activity or hazards are previously existing.

Work Area _____ Job Task _____

Table with 3 columns: Principal Work Activities, Hazards, Controls. Multiple empty rows for data entry.

TEAM MEMBER SIGNATURES

Four horizontal lines for signatures, arranged in two columns of two.

PROTECTIVE EQUIPMENT CHECKLIST (Check all PPE required)

EYE & FACE

- Safety glasses with side shields
Chemical splash goggles
Impact goggles

RESPIRATORY PROTECTION

- Dust mask
Fume/mist mask
Half face filter

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- Full faceshield (worn over 1, 2, or 3 only)
- Cutting goggles
- Welding hood
- Other _____

- Full face filter
- Full face airline
- Full face SCBA
- Emergency escape pack
- Emergency escape disposable
- Other _____

HAND (GLOVES)

- Cloth
- Leather
- Welding
- Metal mesh
- Elect. Insulated
- Rubber
- Neoprene
- Latex
- Vinyl
- Butyl
- Nitrile
- Other _____

PROTECTIVE CLOTHING

- Nomex/FRC
- Tyvek suits
- Rainsuit
- Acidsuit
- Encapsulating suit
- Other _____

HEARING

- Ear plugs
- Canal caps
- Ear muffs
- Dual Protection
- Other _____

FOOT

- Hard toe shoes/boots
- Dielectric
- Neoprene
- Rubber
- PVC/Urethane
- Metatarsal guard
- Other _____

List any other PPE not listed above.

HEAD

- Class A (Limited voltage) hard hat
- Class B (Hi-voltage) hard hat
- Chin strap accessory
- Other _____

DOES TASK PRESENT POTENTIAL EXPOSURE TO HAZARDOUS CHEMICALS?

Yes No

If yes, has the Material Safety Data Sheet for each hazardous chemical been reviewed?

Yes No

_____ Foreman's Signature	_____ Date
The signature and date above certifies the completion of the Hazard Assessment.	

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Exhibit 7
CONTRACTOR'S WEEKLY SAFETY SURVEY

Date of Survey: _____ Time of Survey: _____ By: _____

Contractor Name: _____

City Contract Name: _____ City Contract No.: _____

Item Number	Observation (location and issue)	Immediate action, if any taken	Further actions needed?

By: _____ Signature: _____ Date: _____
(Print Name)

SECTION 00814

Exhibit 8
ACCIDENT INVESTIGATION REPORT

Date of Accident: _____ Time of Accident: _____ Company: _____

Date of Investigation: _____ Contractor Job Number/Name: _____

City Contract Name: _____ City Contract No.: _____

Location of Accident: _____

Did injury result? Yes/No ____, If yes, provide Employee Name(s) and Employer(s): _____

S.S. No.: _____ Skill: _____ Yrs. in this Skill: _____

Yrs. with Company: _____

Describe Type of Injury: _____

Was property damaged ? Yes/No ____, Describe damage/owner: _____

Is damaged property secured/maintained? Yes/No ____, Person Maintaining _____

Names of Witnesses/Coworkers (With Social Security No.): _____

Weather / Wind Conditions: _____

List/Describe all personal protective equipment (PPE) in use by person exposed or injured: _____

If Chemicals Involved:

Name(s) of Chemical(s) Encountered: _____

Form of Chemicals (Solid, Liquid, Gas, Vapor, Dust, Mist Fume): _____

Describe Radiological Materials (if any): _____

Volume or Quantity Released: _____

Description of Accident: _____

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Contributing Factors: _____

What **corrective actions** are being taken to prevent recurrence? Also list the person responsible for implementing and the target completion date for each item.

Was a Safe Plan of Action developed for the task being performed? Yes/No____, If yes, attach a copy.

Was a permit(s) issued? Yes/No____, If yes, attach a copy of the permit(s) in effect at time of the accident.

Indirect Cause of accident: **Lack of:** _____

Basic cause of accident: **Failure to:** Plan____, Direct____, Organize____, Control____(*explain)

INVESTIGATION TEAM: Report by: _____ Date: _____

Injured / Involved: _____
Name Signature

Supervisor: _____
Name Signature

Site Manager: _____
Name Signature

Health and Safety Representative: _____
Name Signature

Name (Others) Title Signature

Name (Others) Title Signature

SFPUC Representative(s) Contacted: _____

* Attach additional sheets and supplemental data & information as necessary.

** Distribution: Original filed on-site at Resident Engineer' office; 1 copy to SFPUC

Construction Safety Manager.

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**Exhibit 9
WITNESS STATEMENT**

Contract Name: _____ Contract No.: _____

Name: _____ Title: _____

Social Security Number: _____ Date: _____ Time: _____

Temporary Address: _____ Phone No. _____

Permanent Address: _____ Phone No. _____

Location at Time of Accident: _____

Describe, to the best of your knowledge, what happened just before, during, and just after the accident:

Signature

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**Exhibit 10
CONTRACTOR'S FIRST AID REGISTER**

Company: _____ Contract Name/Number: _____

Jobsite Location: _____

Month / Year: _____ Resident Engineer: _____

Page: ____ of ____

Date/ Time	Name	Supervisor/ Foreman	Type of Injury/Body Part	Classification*	Investigation Report Complete? (Y/N)

*CLASSIFICATION: FAV - First Aid Visit, DV - Doctor's Visit, OSHA - OSHA Recordable

SECTION 00814

**Exhibit 11
CHECKLIST FOR SFPUC/CONTRACTOR PRE-JOB SAFETY MEETING**

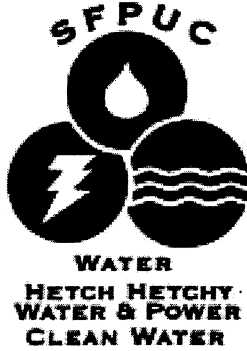
The SFPUC/Contractor Pre-Job Safety Meeting should occur prior to mobilization, and may be convenient to hold immediately after the Pre-Construction Meeting. Since the many of the participants in the Pre-Construction Meeting are not required for the Pre-Job Safety Meeting, one would be adjourned before the second.

The checklist below should be considered with the Resident Engineer and the SFPUC Operations personnel, and reviewed with the specification section 00814 to develop an agenda for the Pre-Job Safety Meeting. It could be used as a "fill-in" document during the meeting, when it is adjusted for a specific project.

TOPIC	Action and Date Due	By CM	By Contractor
Safety specification applies to Contractor and all subcontractors, see 00814, 1.1.			
Personnel - Contact names, phones, pagers (write down now on sign-in sheet and distribute copies during meeting): For SFPUC Operations For SFPUC CM For Contractor	All parties, Today		
Contractor Submittal of Safety Plan(s) (must be before mobilization - spec. 00814, 2.1):	Submit before Mobilization		
Contractor Submittal of Emergency Plan (see spec. 00814, 3.12):			
Estimated Date of Move-in and first work By Contractor			
Estimated Date of Initial Schedule for Work by Contractor (for CM and Operations staff planning)			
TRAINING REQUIREMENTS FOR CONTRACTOR: Spec. 00814, 2.2 for reference			
Project Manager			
Contractor Safety Manager - see spec.			
Contractor supervision			
Contractor foremen			
New Employee Orientation			
Specialized Training - Confined space, others			
OSHA 10-Hour - which employees?			
Basic Safety Requirements review - spec. 00814, 3.1 A through S, for reference. Review each item for understanding.			
Documentation and Reporting Requirements, Spec. 00814, 2.1, A through P. Review each item for understanding.			
Safe Plan of Action requirement			

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Accident Investigations			
Employee Qualifications - safety certifications, training, experience			
Permits and SFPUC Procedures (see spec. 00814, 3.2: Competent person verification of certification Hot work permit Confined Space Permit Lock-out/Tag-out Permit System Outage Request			
Hazard Communications Program (see spec. 00814. 3.3)			
Hazardous Materials and Waste Procedures (see spec. 00814. 3.3) Any anticipated issues Issues arising from materials used by Contractor			
Respiratory Protection (see spec. 00814, 3.4)			
Safety Surveys and Notice of Non-Compliance (see spec. 00814, 3.9, Safety Adherence Procedure and Non-Compliance form, and 3.5)			
Special Project Safety Procedures Safe Plan of Action Accident Investigation			
Imminent Danger Procedures (see spec. 00814, 3.8)			
Visitor Procedure (see spec. 00814, 3.10)			
Safety Posters (see spec. 00814, 3.12)			
Drug Testing (see spec. 00814, 3.14)			
Other			



City & County of San Francisco Public Utilities Commission

Owner Controlled Insurance Program

Project Insurance Manual

OWNER CONTROLLED INSURANCE PROGRAM

Project Insurance Manual

Prepared for
City & County of San Francisco - Public Utilities Commission
by:

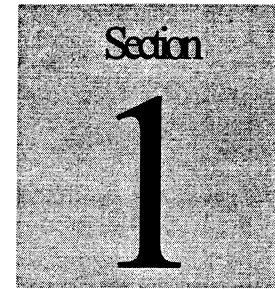
AON

*Aon Risk Services
Construction Services Group*

License Number 0363334

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Overview

Welcome to the City & County of San Francisco - Public Utilities Commission's Owner Controlled Insurance Program (OCIP)

The City & County of San Francisco acting through its Public Utilities Commission (“Owner”) has arranged for this construction project to be insured under its owner controlled insurance program (the “OCIP”). The OCIP is an insurance program that insures San Francisco Public Utilities Commission, eligible and enrolled Construction Managers, Contractors and Subcontractors, and other Owner-designated parties for Work performed at the Project Site. Certain Contractors and Subcontractors are **excluded** from this OCIP. Refer to Section 2 of this manual.

The OCIP provides coverage for Enrolled Parties (as defined in Section 2) for their work activities performed at the Project Site (as defined in Section 2). Owner has arranged at its own cost for the following coverage for OCIP participants: Workers’ Compensation, Employer’s Liability, General Liability, Excess Liability, and Builder's Risk insurance. This coverage shall be primary insurance for all activities performed on the Project Site. Refer to Section 4 for additional insurance to be provided by the Contractor and its Subcontractors of any tier.

Eligible Parties are required to exclude from its bid price and requests for payment, the cost of insurance coverages that will be provided by the Owner. If you decide to maintain other insurance, you should notify your insurer(s) to endorse your coverage to be excess and contingent over the OCIP coverage provided under this OCIP for on-site activities and the related costs.

NOTE:

Insurance coverages and limits provided under the OCIP are limited in scope and are specific to work performed after the inception date of your enrollment into this program. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

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About This Manual

The Project Insurance Manual was prepared by Aon Risk Services, Inc. of Northern California and the San Francisco Public Utilities Commission (SFPUC). Aon is the OCIP Administrator for this program. The manual is intended to identify responsibilities for the administration of the SFPUC OCIP.

What this Manual Does

This Manual:

- Generally describes the structure of the SFPUC OCIP
- Identifies responsibilities of the various parties involved in the project(s)
- Provides a *basic* description of the SFPUC OCIP coverage
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP
- Will be updated as necessary.

What this Manual Does Not Do

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverages
- Provide answers to specific claims questions

Questions Concerning OCIP

Refer questions concerning the SFPUC OCIP, its administration or coverages to the appropriate party identified in the following Project Directory.

General Liability / Builder's Risk Obligation

Safety on the Project Site is important to the Owner. Enrolled Parties are required to implement certain safety procedures as specified in the Contract.

To encourage adherence to safe practices by all parties, the Owner will require the Contractor and all Subcontractors to pay an amount not to exceed \$100,000 (depending on the value of the Contract) of each Commercial General Liability or Builder's Risk loss that is attributable to Contractor's Work, or its Subcontractor's Work, acts or omissions, or the acts or omissions of

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any party for whom they may be responsible. This "General Liability Obligation" and/or the "Builder's Risk Obligation" (collectively, "Obligations") are not covered by the OCIP Insurance Policies. Enrolled Parties who procure such coverage for any portion of the Obligation amount do so at their own expense. The San Francisco Public Utilities Commission will not reimburse or otherwise pay for such additional insurance coverage. Such additional insurance coverage must also be excluded from each Enrolled Party's bid price and any payment requests.

The San Francisco Public Utilities Commission will withhold from the Contractor's progress payment the amount of the Obligation (as determined by the claim cost estimates established by the respective OCIP insurance carrier, not to exceed the Obligation amount as set forth by the value of the Contract). Due to the potential development of claims costs in the course of handling any OCIP claim, should the amount of the Obligation withheld be in excess of the actual claim costs, the difference of the actual claims costs and the Obligation amount withheld will not be released until such time the OCIP insurance carrier has confirmed closure of the claim file.

NOTE: Should any Obligation amounts be due, the San Francisco Public Utilities Commission reserves the right to withhold such monies from progress payments under the Contract. The Obligation may be assessed against any other contract which the Contractor may have with the City & County of San Francisco.

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OCIP - Project Directory

San Francisco Public Utilities Commission - OCIP / Finance

1155 Market Street, 5th Floor
San Francisco, 94103
Fax: (415) 554-5258

OCIP Manager - Marge Layne

(415) 554-3164 (telephone)
(415) 999-3523 (cell)

Construction Safety Manager - Alan Wong

(415) 554-0711 (telephone)
(415) 706-4419 (cell)

OCIP Administration

Aon Risk Services of Northern California
199 Fremont Street, Suite 1400
San Francisco, CA 94105
Fax: (415) 486-7022

Administration Support - Merriwether & Williams

Administration Manager - Linda Carnevale
Administrator - Imee Tiaoqui

(415) 986-3999 (telephone)
(415) 986-4421 (fax)

OCIP Safety Support - R. Carrie Insurance Agency

Safety Representative - Gerry McDonald

(415) TBD (telephone)
(650) 222-2696 (cell)

OCIP Management - Aon Risk Services

Program Manager - Mimi Lee

(415) 486-7569 (telephone)
(415) 597-1990 (pager)

Safety Manager - Michael J. Thompson

(415) 486-7592 (telephone)
(925) 918-2582 (cell)

OCIP Insurance Companies

Workers' Compensation

American Home Assurance (AIG)

General Liability

National Union Fire of Pittsburgh (AIG)

Excess Liability

Various

Builder's Risk

Lexington / Zurich

Claims Reporting - All Claims

Refer to Section 6 - Claims Procedures



Project Definitions

The following list includes key OCIP definitions as used in this Manual.

CONSTRUCTION MANAGER	San Francisco Utilities Engineering Bureau (UEB) and/or its designated representative.
CONTRACT	A written agreement between the City & County of San Francisco's Public Utilities Commission (SFPUC) and the Contractor / Enrolled Party for specific Work; also includes any agreement between a Contractor and a Subcontractor of any tier for specific Work.
CONTRACTOR (SUBCONTRACTOR)	A person, firm, joint venture, corporation or other entity that has entered into a Contract with either the SFPUC (in the case of the Contractor) or Contractor (in the case of a Subcontractor) to perform Work at the Project Site.
ELIGIBLE PARTIES	Any party, except Excluded Parties, performing labor or services at the Project Site are eligible to enroll in the OCIP. The SFPUC shall make the final determination as to whether a party is eligible to be enrolled in the OCIP.
ENROLLED PARTIES	Those eligible Contractors and Subcontractors who have submitted all necessary enrollment information and have been accepted into the OCIP as evidenced by a confirmation letter and certificate of insurance issued from the OCIP Administrator. (The date of the enrollment shall be established in the confirmation letter.)
EXCLUDED PARTIES	The following parties may not participate or be enrolled in the OCIP and must maintain the insurance coverage specified in Document 00805 of the Contract and outlined in Section 4 of this Manual: <ul style="list-style-type: none">(a) Hazardous materials remediation, removal and/or transport companies and their consultants;(b) Architects, surveyors, engineers, and soil testing

PROJECT DEFINITIONS

- engineers, and their consultants;
- (c) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project site;
- (d) Contractors and each of their respective Subcontractors who do not perform any actual labor on the Project site, during the term of the Contract;
- (e) Any parties or entities not specifically designated by SFPUC in its sole discretion, even if otherwise eligible.

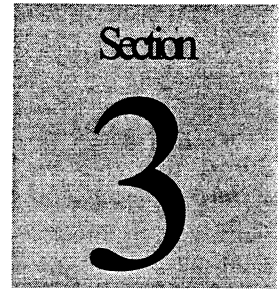
OCIP	Owner Controlled Insurance Program - A coordinated/consolidated insurance program providing certain coverages summarized in this Manual and defined in the actual OCIP Insurance Policies for Owner, Eligible and Enrolled Construction Manager, Contractors, and Subcontractors performing Work at the Project Site.
OCIP ADMINISTRATOR	Consultant hired by the SFPUC to administer the OCIP and for whom the Eligible / Enrolled Parties will be working to provide necessary enrollment and claims documentation for OCIP. Aon Risk Services, Inc. is the SFPUC's representative and the OCIP Administrator for this Project.
OCIP MANAGER	SFPUC employee responsible for the oversight of the OCIP.
OCIP INSURANCE POLICIES	Insurance policies issued for the San Francisco Public Utilities Commission's OCIP providing coverage to Enrolled Parties for Workers' Compensation, Employer's Liability, General and Excess Liability and Builder's Risk for work performed on the designated Project Site.
POLICY OBLIGATION (GENERAL LIABILITY / BUILDER'S RISK)	The amount the Contractor is responsible for paying as its contribution for settlement of any loss (from either the General Liability or Builder's Risk policy) that is attributable to the Contractor's Work, or its Subcontractor's Work, acts or omissions, or the acts or omissions of any party for whom they may be responsible.
PROJECT SITE	That certain location(s) generally described in the Project plans and specifications; also includes areas adjacent to or nearby location(s) where incidental operations are performed, excluding permanent locations of any Enrolled Party, other than those of the City & County of San Francisco - Public

PROJECT DEFINITIONS

Utilities Commission.

WORK

Operations as fully described in the Contract; also includes the entire completed construction project(s) or the various separately identifiable parts required of the project(s).



OCIP Insurance Coverage

This chapter provides a brief summary of OCIP Coverage and is for informational purposes only. Contractor should refer to the actual policies for details concerning coverage, exclusions and limitations.

Summary Description of OCIP Coverages

The following descriptions on these pages provide a summary of insurance coverages **ONLY**. Contractors and Subcontractors should refer to the policies for actual terms, conditions, exclusions and limitations.

The OCIP includes the following coverages for the benefit of all Enrolled Parties performing Work at the Project Site.

A separate workers' compensation policy will be issued to each Enrolled Party.

Workers' Compensation and Employer's Liability

Coverage: Statutory limits required by the Workers' Compensation laws of the applicable jurisdiction, excluding monopolistic states, with Employer's Liability.

Part One -Workers' Compensation:	Statutory Limit
Part Two -Employer's Liability:	<u>Annual Limits Per Enrolled Party</u>
Bodily Injury by Accident, each accident	\$ 2,000,000
Bodily Injury by Disease, each employee	\$ 2,000,000
Bodily Injury by Disease, policy limit	\$ 2,000,000

A single general liability policy will be issued for all Enrolled Parties.

Commercial General Liability

Coverage: Liability for Third Party Personal Injury, Bodily Injury and Property Damage resulting from negligent acts and/or omissions of the Enrolled Party.

OCIP INSURANCE COVERAGE

Limits of Liability Shared by All Enrolled Parties

General Aggregate	\$ 4,000,000
Products/Completed Operations Aggregate	\$ 4,000,000
Personal/Advertising Injury Aggregate	\$ 2,000,000
Each Occurrence Limit	\$ 2,000,000

- This insurance will **NOT** provide coverage for products liability to any enrolled party, vendor, supplier, off-site fabricator, material dealer or other party for any product manufactured, assembled or otherwise worked upon away from the Project Site.
- Including Five (5) Year Products & Completed Operations Extension beyond final acceptance of the entire project with a single non-reinstated aggregate limit.
- **The policy contains exclusions.** Some of these exclusions are: Real & Personal Property in the care, custody or control of the insured; Asbestos; Discrimination & Wrongful Termination; ERISA; Architects & Engineers Errors & Omissions; Owned & Non-owned Aircraft, Watercraft, and Automobile Liability; Nuclear Broad Form Liability.

General Liability Obligation

Contractor is liable to Owner for an amount identified below, including court costs, attorneys fees and costs of defense for bodily injury or property damage to the extent losses payable under the OCIP General Liability Policy are attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of Contractor's Subcontractors, or any other entity or party for whom Contractor may be responsible. The General Liability Obligation will not be covered by the OCIP Coverages.

Amounts to corresponding contract values at the time of the claim being reported shall be as follows:

- \$5,000 each Occurrence - for Contracts under \$1,000,000
- \$10,000 each Occurrence - for Contracts between \$1,000,000 and \$10,000,000
- \$25,000 each Occurrence - for Contracts over \$10,000,000

OCIP INSURANCE COVERAGE

A single excess liability policy will be issued for all Enrolled Parties.

Excess Liability

Limits of Liability Shared by All Enrolled Parties

Each Occurrence Limit	\$50,000,000
Annual General Aggregate Limit	\$50,000,000

- Policy follows form (provisions, coverages, exclusions, etc.) of underlying Commercial General Liability and Employer's Liability policy wording.
- Including Five (5) Year Products & Completed Operations Extension beyond final acceptance of the entire project with a single non-reinstated aggregate limit.

Builder's Risk

A single set of the primary and excess builder's risk policies will be issued for all Enrolled Parties.

Limits of Liability Shared by All Enrolled Parties

Policy Loss Limit (Total for Primary & Excess) For Risks of Direct Physical Loss or Damage	\$75,000,000
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Coverage includes Flood and other Risks with corresponding sublimits.

Coverage includes damage to materials, equipment and fixtures to be *permanently* incorporated into the work, caused by "Risks of Direct Physical Loss or Damage" subject to normal policy conditions and exclusions. See actual OCIP Policy for details on Exclusions and Limitations that may apply.

Prior to fabricating, transporting, or storing covered materials off-site, the Contractor must request and receive written approval from the Owner or the OCIP Administrator for such off-site coverage.

NOTE: Contractors and Subcontractors are advised to arrange their own insurance for Contractor or Subcontractor-rented, owned, leased or borrowed equipment and materials not intended to be permanently incorporated into the Work. The OCIP will not cover Contractor or Subcontractor property.

Builder's Risk Obligation

Contractor is liable to Owner for an amount identified below to the extent such losses payable under the OCIP Builder's Risk Policy are attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of Contractor's Subcontractors, or any other entity or party for whom Contractor may be responsible. Builder's Risk Obligation will not be covered by the OCIP Coverages.

OCIP INSURANCE COVERAGE

Amounts to corresponding contract values at the time of the claim being reported shall be as follows:

- \$5,000 each Loss - for Contracts under \$1,000,000
- \$25,000 each Loss - for Contracts between \$1,000,000 and \$5,000,000
- \$50,000 each Loss - for Contracts between \$5,000,000 and \$10,000,000
- \$100,000 each Loss - for Contracts over \$10,000,000

Evidence of OCIP Coverages

Each Enrolled Party will be issued an individual workers' compensation policy. The OCIP Administrator will provide a certificate of insurance evidencing workers' compensation, general liability, excess liability, and builder's risk insurance to each Enrolled Party. Other documentation including forms, posting notices, etc., will be furnished to each Enrolled Party. Copies of policies will be furnished upon written request to OCIP Administrator.



Required Insurance from Contractor

Contractors and all Subcontractors are required to maintain coverage to protect against losses that occur away from the Project Site or that are otherwise not covered under the OCIP.

Contractors and Subcontractors are required to maintain insurance coverage not provided under the OCIP Insurance Policies for the duration of the Contract. Such insurance coverage must name the Owner as additional insured. The additional insurance is to cover the Contractor's and Subcontractor's operations performed away from the Project site, from liabilities not covered by the OCIP, or from liabilities of operations performed by Excluded Parties. In summary, insurance requirements, in general, depend on Contractor/Subcontractor status as Enrolled or Excluded Parties.

- **Enrolled Parties** are to provide evidence of Workers' Compensation and General Liability, Excess/Umbrella Liability insurance for *off-site activities* and Automobile Liability insurance as per the insurance specifications in the Contract. See Section 2 for the definition of Enrolled Parties.
- **Excluded Parties** must provide evidence of Workers' Compensation, 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. See Section 2 for the definition of Excluded Parties.

See Section 7
for sample Certificate of
Insurance.

Verification of Required Coverages

Contractors and Subcontractors shall provide verification of insurance to the OCIP Administrator within ten (10) days of Contract Award, prior to mobilization and within five (5) days of any renewal, change or replacement of coverage (following Notice to Proceed of the Contract). **Please note that Contractors and Subcontractors's required insurance coverages must provide for thirty (30)**

CONTRACTOR-REQUIRED COVERAGE

days notice of cancellation, waiver of subrogation and additional insured status

Required Waivers and Additional Insured Wording

General Liability, Automobile Liability, Umbrella/Excess Liability and Property insurers shall provide Waivers of Subrogation in favor of Owner and other designated parties.

Automobile Liability, General Liability and Excess/Umbrella Liability Policies will name the City & County of San Francisco, the San Francisco Public Utilities Commission, the OCIP Administrator and each member thereof, and each of its officers, agents and employees, and any other party identified by the City & County of San Francisco severally as additional insureds, shall by endorsement contain a standard cross liability clause, and will state that coverage is afforded on a primary and non-contributory basis.

Contractors are responsible for monitoring their Enrolled Subcontractors and Excluded Parties' Certificates of Insurance.

The limits of liability shown for the insurance required of the Contractors and Subcontractors are minimum limits only and are not intended to restrict the liability imposed on the Contractors and Subcontractors for work performed under their Contract. See Contract for detailed requirements.

Required Insurance Coverages

Workers' Compensation and Employer's Liability

Part One -Workers' Compensation: Statutory Limit

Part Two -Employer's Liability:	<u>Minimum Annual Limits</u>
Bodily Injury by Accident, each Accident:	\$1,000,000
Bodily Injury by Disease, each Employee	\$1,000,000

Bodily Injury by Disease, Policy Limit: \$1,000,000

CONTRACTOR-REQUIRED COVERAGE

Commercial General Liability/Umbrella Liability combined

Coverage must be on an Occurrence form and must apply to bodily injury and property damage for operations, including explosion, collapse and underground coverage, independent contractors, products and completed operations. Limits can be provided by a combination of a primary Commercial General Liability policy and Excess/Umbrella Liability policy.

Enrolled Parties:

	<u>Minimum Limits of Liability</u>
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal/Advertising Injury Aggregate	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000

- Coverage to apply to activities away from the Project Site.

Excluded Parties:

	<u>Minimum Limits of Liability*</u>
General Aggregate	\$ 4,000,000
Products/Completed Operations Aggregate	\$ 4,000,000
Personal/Advertising Injury Aggregate	\$ 2,000,000
Each Occurrence Limit	\$ 2,000,000

- Coverage to apply to all activities
- General Aggregate Limit to apply on a "per project" or a "per location" basis

*Excluded Parties of trades other than Concrete and/or Precast Concrete, Curtainwall, Electrical, Elevator, HVAC, Plumbing, and Steel shall maintain minimum limits of \$2,000,000 General Aggregate / \$2,000,000 Products/Completed Operations Aggregate / \$1,000,000 Personal/Advertising Injury Aggregate and \$1,000,000 Each Occurrence.

Automobile Liability

- Commercial Business Auto Policy covering all owned, hired and non-owned automobiles, trucks and trailers with coverage limits not less than \$1,000,000 Combined Single Limit each for Bodily Injury and Property Damage
- Coverage will apply both at and away from the Project Site.

If the services involve transporting of hazardous or regulated substances,

The OCIP does not cover automobile liability.

CONTRACTOR-REQUIRED COVERAGE

hazardous or regulated wastes and or hazardous or regulated materials, Contractor and/or its Subcontractors shall provide coverage with a combined single limit of \$10,000,000 per accident covering transportation of such materials by amending the pollution exclusion of ISO Form CA 00 01 06 92 (or its equivalent) in the following manner:

- A) DELETE SECTION a.(1)a.: (POLLUTION) "BEING TRANSPORTED OR TOWED AWAY BY, OR HANDLED FOR MOVEMENT INTO, ONTO OR FROM THE COVERED AUTO."
- B) DELETE SECTION a.(1)b.: "OTHERWISE IN THE COURSE OF THE TRANSIT BY THE INSURED."

Such policy shall include the MCS-90 Endorsement. If the Commission is scheduled as an Additional Insured, the policy shall be endorsed to specifically limit the reimbursement provisions of the MCS-90 to the Named Insured.

Property Insurance (Contractor's Property)

The OCIP does not provide coverage for Contractors and Subcontractors personal property.

Contractors and Subcontractors must provide their own insurance for owned, leased, rented and borrowed equipment, whether such equipment is located at a Project Site or "in transit". Contractors and Subcontractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract until installed at the Project Site, contractor tools and equipment, scaffolding and temporary structures.

Watercraft and Aircraft Liability

The operator of any watercraft or aircraft of any kind must maintain liability naming Owner and the respective Contractor and/or Subcontractor as an additional insured with primary and non-contributory wording. In addition, the limit of liability must be satisfactory to Owner. Such insurance requirements will be determined as the need arises.

Pollution Liability

Contractors and Subcontractors whose Work involves removal or treatment of hazardous materials will provide and maintain Contractors Pollution Liability insurance. Such coverage will specifically schedule the type of work defined in the Contract.

CONTRACTOR-REQUIRED COVERAGE

Limits of liability for Contractor's Pollution Liability Insurance for parties involved in abatement work will be determined by the Owner as required.

If transporting hazardous waste/materials from the Site, appropriate MCS-90 Endorsement must be attached and supplied to Contractor on a primary basis with \$10,000,000 limits of liability (as is noted under the Business Auto Liability of this Section.)



Contractor Responsibilities

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

The Contractor and its Subcontractors of all tiers are required to cooperate with Owner and its OCIP Administrator in all aspects of OCIP operation and administration. The responsibilities include, but are not limited to:

- Identify and remove from your bid the cost of OCIP-provided insurance
- Provide each Subcontractor with a copy of the Insurance Manual and Document 00814 - Safety Program & Procedures
- Require that all Subcontractors performing work at the Project Site promptly enroll in the OCIP
- Include OCIP provisions in all subcontracts as appropriate
- Provide timely evidence of insurance to the OCIP Administrator
- Notify the OCIP Administrator of all subcontracts awarded
- Maintain and report monthly payroll records
- Cooperate with the OCIP Administrator's requests for information
- Comply with insurance, claim and safety procedures
- Prompt payment of General Liability/Builder's Risk Obligations promptly as required by the Contract
- Notify the OCIP Administrator immediately of any insurance cancellation or non-renewal of Contractor-required insurance.

CONTRACTOR RESPONSIBILITIES

Contractor Bids

See Section 7 for sample forms that can help identify your insurance costs.

See Section 1 for information on contacting the OCIP Administrator.

Owner provides insurance for all Enrolled Parties under the OCIP for Work performed at the Project Site. The following section, "Identifying Insurance Costs," describes the procedures for bidding, and how each Enrolled Party must remove the cost of OCIP-provided insurance for the Contractor and all tiers of Subcontractors, from its bid and all requests for payment for the work. Section 7 of this Manual contains several worksheets that can help the Contractor/Subcontractor estimate and identify its insurance costs for this Project.

Identifying Insurance Costs

Each Contractor is required to *exclude* the cost of OCIP-provided insurance in its bid price for the proposed scope of work (including subcontracts whether or not the Subcontractor is identified at the time of the bid). **Failure to exclude insurance costs from your bid may cause your bid to be non-competitive.**

To aid the Contractor/Subcontractor in identifying its insurance costs, an **Insurance Cost Worksheet** form (Aon-1a) is available in this Manual. A separate form must be used for the Contractor's self-performed work, each identified Subcontractor and for unidentified Subcontractors at time of bid. **Contractor/Subcontractor must submit completed Aon Form-1a at time of enrollment into the OCIP.**

Change Order Procedures

Changes orders will be similarly priced for Enrolled Parties to exclude the cost of OCIP-provided insurance coverages. Contractors are solely responsible for ensuring that their Subcontractors of all tiers also deduct the cost of OCIP provided insurance coverages from their bids and requests for payment.

Enrollment

All Eligible Parties performing Work at the Project Site are required to enroll in the OCIP. Each Eligible Party (Contractor/Subcontractor) initiates the enrollment process by submitting **Enrollment Application** form (Aon-3) to the OCIP Administrator. Each Contractor shall also provide details (contact and related Project information) about its Subcontractors as necessary for OCIP enrollment and require that each of its Subcontractors as an Eligible Party complete and submit **Enrollment Application** form (Aon-3) to the OCIP Administrator prior to beginning work on the Project Site.

The following documents are required to be submitted to the OCIP Administrator for enrollment:

- 1) Enrollment Application (Aon-3)
- 2) Insurance Cost Worksheet (Aon-1a)
- 3) Certificate of Insurance as specified under Section 4 of this Manual.

See Section 7 for sample OCIP forms.

CONTRACTOR RESPONSIBILITIES

The Insurance Cost Worksheet (Aon-1a), a Certificate of Insurance (as specified in Section 4 of this Manual), and the **Enrollment Application** form (Aon-3) must be submitted by the following deadlines:

Prime Contractors: Within 10 days of SFPUC Contract Award and prior to mobilization on the Project Site

Subcontractors: Within 5 days of Subcontracting and prior to any work on the Project Site

Lower-Tiered Subcontractors: Within 5 days of Subcontracting and prior to any work on the Project Site

Direct all questions about the enrollment process and completion and/or submission of enrollment documents to the OCIP Administrator.

NOTE: Enrollment is MANDATORY, but not automatic

Enrollment into the OCIP is required, but not automatic. All Eligible Parties must enroll in the OCIP prior to beginning work on the Project Site.

Eligible Parties (Contractors/Subcontractors of any tier) will not be allowed on the Project Site prior to notification of enrollment in the OCIP.

No time extensions will be allowed for any delay in enrolling in the OCIP.

Confirmation of Enrollment / Evidence of OCIP Coverages

Upon receipt of complete enrollment documents and no later than five (5) working days, the OCIP Administrator will issue to each Enrolled Party a confirmation letter and Certificate of Insurance acknowledging acceptance of the Eligible Party (applicant) into the Owner's OCIP. 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, the OCIP Administrator will issue to each Enrolled Party separate confirmation letters and certificates of insurance for each contract. However, only one individual Workers' Compensation Policy (that will apply to all contracts/projects) will be issued to each Enrolled Party.

CONTRACTOR RESPONSIBILITIES

Safety Guidelines

Refer to Contract Specifications - Section 00814 - Safety Program and Procedures that apply to all participants.

Each Contractor is required to comply with all OSHA and applicable federal, state and/or local rules and regulations. Each Contractor is also required to establish a written safety program and provide a designated safety representative. Safety guidelines for contractor programs and requirements/criteria for designated safety representatives are outlined in Section 00814 of the Contract Specifications - Safety Program and Procedures.

Assignment of Return Premiums

Owner pays the cost of the OCIP insurance coverage. Owner will be the sole recipient of any return OCIP premiums or dividends. All Enrolled Parties will assign to Owner all adjustments, refunds, premium discounts, dividends, costs or any other monies due from the OCIP insurer(s). Contractors will require in their subcontracts that each Enrolled Subcontractor execute such an assignment for this purpose.

Payroll Reports

See Section 7 for the On-site Payroll Report form.

Every Enrolled Party of every tier must submit to the OCIP Administrator an **On-Site Payroll Report** (Aon-4) by the 10th of each month unless otherwise instructed in writing. This report shall identify man-hours and payroll for all work performed at the Project Site and classify the labor expended at each Project Site according to the Standard Workers' Compensation Insurance Classification.

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 this Month - No On-Site Payrolls". For those Enrolled Parties performing Work under multiple contracts, a separate On-Site Payroll Report (Aon-4) is required for each contract.

NOTE:

The monthly **On-Site Payroll Report** (Aon-4) must include the "straight-time" payroll and the "straight-time" portion of any "overtime" payroll for all OCIP qualified employees, including on-site supervisors and on-site clerical personnel.

Insurance Company Payroll Audit

Each Enrolled Party is required to maintain payroll records for each Contract. Such records will allocate the payroll by Workers' Compensation classification(s) and

CONTRACTOR RESPONSIBILITIES

exclude the excess or premium paid for overtime (i.e., only the straight time rate will apply to overtime hours worked). Furthermore, such records will limit the payroll for Executive Officers and Partners/Sole Proprietors to the limitations as stated in the California Workers' Compensation Insurance Rating Bureau rules.

It is important that each Enrolled Party properly classify payrolls, as these are reported to the rating bureau for promulgation 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 inspection to 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.

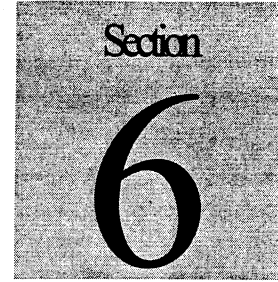
NOTE:

Failure to submit the payroll reports as required may result in the withholding of payments until required documentation is received.

Close Out and Audit Procedures

Each Enrolled Party must submit a **Notice of Work Completion** form (Aon-5) when a Contractor and/or an associated Subcontractor has completed its Work at the Project Site and no longer has on-site workers. The Aon-5 form will initiate the final payroll report and audit of payroll and man-hours by the OCIP Insurer. A copy of the **Notice of Work Completion** form, (Aon-5) with instructions on the proper method for completion can be found in Section 7.

Owner will not release final payment until all necessary forms have been completed and submitted to the OCIP Administrator. Any outstanding obligations for which the Contractor or Subcontractor of any tier is responsible will be considered at the time of closeout.



Claim Procedures

This section describes basic procedures for reporting various types of claims: workers' compensation, liability, and damage to the project.

General Procedures

Report all injuries, occupational-related illnesses or property damage to the Owner Construction Safety Manager immediately. All Contractors/Subcontractors and others involved in the OCIP will instruct employees and other personnel to report, in writing, within 24 hours **any** Accident and Occurrence of any type to the Owner Construction Safety Manager.

Owner Construction Safety Manager

Alan Wong

San Francisco Public Utilities Commission

1155 Market Street

San Francisco, CA 94105

Main Phone: (415) 554-0711

OCIP Main Fax: (415) 554-5258

Cell Phone: (415) 706-4419

Immediately call the Owner Construction Safety Manager in the event of the following:

Any injury for which an ambulance is called

Injury to head or neck

Possible injury to back or spinal cord

Unconscious employee

Possible blindness

Amputation of limbs

Fatality

Heart attack or stroke

Hospitalization

Property damage estimated over \$1,000

CLAIMS PROCEDURES

Investigation Assistance / Confirmation of Claim Receipt

All Contractors and Subcontractors will assist in the investigation of any accident or occurrence involving injury to persons or property. All Contractors and Subcontractors will 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 in writing from the Contractor, the OCIP Administrator or the respective OCIP insurance carrier will send an claims acknowledgment letter with the assigned claims file number.

Workers' Compensation Claims

The main responsibility for any Contractor and/or Subcontractor is to see that any injured worker receives immediate medical care, and to take steps to secure the Project Site against any immediate danger. Next, the Contractor should immediately notify the OCIP Administrator in the event of a serious injury or accident.

All Contractor's and Subcontractor's on-site personnel will follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury:

1. Report all injuries or occupational-related illnesses as soon as possible to Employer, project supervisor and Owner Construction Safety Manager.
2. Contact designated first aid/medical personnel and transport the injured party to the on-site first aid or medical facility, as necessary.
3. Employer must immediately complete a *Supervisor's Accident Investigation Report*, along with the *Employer's First Report of Injury (5020)* form and return to the OCIP Administrator and the OCIP Insurance Carrier within 24 hours of employee's notice of injury/claim.

Liability Claims

Contractor and/or Subcontractors must immediately report all accidents at the Project Site involving death, injury, or damage to property of non-employee personnel (the public, tenants, and visitors) to the Owner Construction Safety Manager. As soon as the on-site personnel becomes aware of the accident or occurrence, they must:

All Claims MUST be reported within 24 hours to the Owner Construction Safety Manager.

Report all Liability claims to the Owner Construction Safety Manager.

CLAIMS PROCEDURES

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.
2. Complete and submit a *Supervisor's Accident Investigation Report and General Liability Loss Notice* to the OCIP Administrator within 24 hours of the incident.
3. Immediately send all subsequent inquires or correspondence about an insured loss or OCIP claim, including any summons or other legal documents, to the OCIP Administrator.

Do *not* voluntarily admit liability and cooperate with Owner or the OCIP insurer representatives in the accident investigation.

Refer to Section 3 in this Manual for applicable General Liability Obligations.

Builder's Risk (Property) Claims

Report all Builder's Risk claims to the Owner Construction Safety Manager.

Any damage to your Work or the Work of any other Contractor or Subcontractor must be reported to the Owner Construction Safety Manager. In addition, the *Property Loss Notice (Acord Form 1)* must be completed and submitted it to the OCIP Administrator.

Refer to Section 3 of this Manual for applicable Builder's Risk Obligations.

Automobile Claims

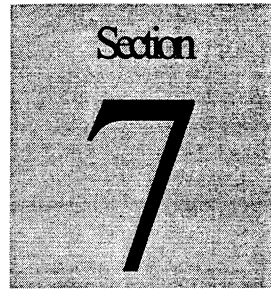
Report all Auto claims to your insurance carrier and the Owner Construction Safety Manager.

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

However, all accidents arising from work on the Project Site must be reported to the Owner Construction Safety Manager. Auto accidents arising out of the project construction activities will be investigated and could result in future claims to the OCIP. (i.e. due to the conditions of the roads, etc.) Each Contractor and Subcontractor shall cooperate in the investigation of all automobile accidents.

Pollution Claims

Contractor/Subcontractor must report claims immediately by notifying the OCIP Administrator of any known or suspected pollution incidents.



Forms

This section contains the following forms:

Aon form-1a	Insurance Cost Worksheet (<i>Lump Sum Type Contracts</i>)
Aon form-1b	Insurance Cost Worksheet (<i>Unit and T&E Price Contracts</i>)
Aon form-3	Enrollment Application
Aon form-4	Payroll Report
Aon form-5	Notice of Work Completion
Exhibit 1	Sample Certificate of Insurance - Enrolled Party
Exhibit 2	Sample Certificate of Insurance - Excluded Party

NOTE:

For assistance in completing these forms, please contact:

Imee Tiaoqui / Linda Carnevale (415) 986-3999

Merriwether & Williams Insurance Services

(OCIP Administration Support for Aon Risk Services)

A. Contractor Information:

Federal ID No.: 1

▼ **Business Information (headquarters)**

▼ **Contact Information (address questions to..)**

Company Name & dba: 2
 Contact Name & Title: _____
 Address: _____
 City, State Zip Code: _____
 Telephone: _____
 Fax: _____
 E.mail Address: _____

3

B. Bid Information:

Bid Package No.: 1

Description of Work: 2

Proposed Contract Price \$: 3

Amount of Self Performed Work \$: 4

Are you a: Contractor

If Subcontractor, 6

Subcontractor (any tier)

identify under contract with: _____

C. Workers' Compensation Insurance Information for Work Described Above: ⁽¹⁾ (attach a separate sheet if necessary)

a State	b Class Code	c Description	d Rate (per \$100 payroll)	e Man-hours	f Payroll	g WC Premium (Payroll * Rate / 100)
<u>1</u>						
Totals				<u>2</u>	<u>3</u>	<u>4</u>
Your Company's Workers' Compensation Experience Modifier: <u>5</u>						
Modified Premium (line C4 x C5): <u>6</u>						
Employers Liability Rate: <u>7</u>						
Employers Liability Premium: <u>8</u>						
9 Modification Premium Factors			10 Rate	11 Amount		
	Modifier 1:	_____	_____	_____		
	Modifier 2:	_____	_____	_____		
	Modifier 3:	_____	_____	_____		
	Modifier 4:	_____	_____	_____		
	Modifier 5:	_____	_____	_____		
Total Modification Amount (Total of all amounts entered in column C11): <u>12</u>						
Total Workers' Compensation Premium (line C6 + C8 - C12): <u>13</u>						

D. General Liability: ⁽¹⁾ Rate: 1

2 Based On:

3 Rate factor:

- Total Payroll (C3) Per \$100
 Contract Price (B3) Per \$1,000
 Other _____ Other _____

GL Premium
(D2 D1 D3):

Excess/Umbri Liab: ⁽¹⁾ Rate: 5

6 Based On:

7 Rate factor:

- Total Payroll (C3) Per \$100
 Contract Price (B3) Per \$1,000
 Other _____ Other _____

Excess/Umbri Premium
(D6 D5 D7):

E. Builders Risk/Installation Floater: ⁽¹⁾ Rate: 1

Builders Risk/Installation Floater Premium: 2

Not Applicable

F. Other Insurance Premiums: ⁽¹⁾ (Enter total premium costs identified on page 2)

1

G. Totals

Total of all Insurance Premiums (Total of lines C13 + D4 + D8 + E2 + F1): 1

Overhead & Profit on Insurance Prem. %: 2

O/H & Profit Amount (G1 x G2): 3

Total Initial Insurance Cost (Total of lines G1 + G3): 4

Contractor's Initial Insurance Cost Rate (Line G4 divided by total payroll in line C3 100): 5

H. Signature Block :

I verify the information presented above and attachments are correct:

Name: _____
 (please print)

Date: _____

Title: _____

Signature: _____

Completion of this form is required and must be submitted for enrollment. Complete a separate form for each contractor, known Subcontractor(s) and trades not currently awarded to a Subcontractor. Duplicate this form as needed. Provide insurance information as detailed in the instructions to support your insurance costs.

Complete a separate form for each Contractor, known Subcontractor and trade not currently awarded to a Subcontractor. Completion of this form is required and must be submitted for enrollment. Duplicate this form as needed:

A. Contractor Information

- 1 Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return.
- 2 Enter your company's name, mailing address and phone/fax number for your company's headquarters in the space provided below.
- 3 Enter the name of the person Aon should contact if questions arise. Include the mailing address, phone/fax and e.mail address in the space provided below.

B. Bid Information

- 1 Enter the Bid Package Number or Purchase Order Number that was included in Owner's originating documentation.
- 2 Provide a brief description of the work you will be performing at the project site.
- 3 Identify the total amount of your bid.
- 4 Identify the percentage or dollar amount of work that you anticipate will be self-performed.
- 5 Check the appropriate box that identifies if you contract directly with Owner or are a Subcontractor.
- 6 If you are a Subcontractor, identify the entity you are under contract with.

C. Workers' Compensation Insurance Information *(Duplicate or attach additional sheets if necessary. You may create an electronic version of this document if all requested information is included):*

- 1 a Enter the 2 digit abbreviation for the state in which the work will be performed.
- b Enter the 4 digit workers compensation class code that applies to the work identified in B2.
- c Enter the workers compensation class code description that applies to the work identified in C1c.
- d Enter the Workers' Compensation rate that applies to the class code.
- e Enter the estimated Man-hours required to complete the described work for each Worker's Compensation class code.
- g Enter the estimated Payroll required to complete the described work for each Worker's Compensation class code. Use only unburdened payroll and exclude the premium portions of any over-time pay.
- f Calculate the Worker's Compensation Premium by multiplying the Payroll (C1f) by the Rate (C1d) and dividing the result by 100. Repeat this calculation for each Worker's Compensation class code.
- 2 Total all estimated Man-hours for each class code. Be sure to include information from additional pages if used.
- 3 Total all estimated Payroll for each class code. Be sure to include information from additional pages if used.
- 4 Total all Workers' Compensation Premium for each class code. Be sure to include information from additional pages if used.
- 5 Enter your Worker's Compensation Experience Modifier. This Information can be located on your worker's Compensation policy or on your NCCI Bureau Rating Sheet.
- 6 Calculate the Modified Premium by multiplying the WC Premium (C4) by the Experience Modifier (C5).
- 7 Enter your Employer's Liability Insurance Rate. This information can be found in your Worker's Compensation policy.
- 8 Calculate your Employer's Liability Premium by multiplying the Modified Premium (C6) by the Employer's Liab. Rate (C7).
- 9 Identify the Modifier's that apply to your Worker's Compensation Premium. This information can be located on your Worker's Compensation Policy.
- 10 Enter the Rate for each identified Modifier. The information can be located on your Worker's Compensation Policy
- 11 Calculate the Modified Premium Factor Amount by multiplying the Modified Premium (C6) by the Modified Premium Rate (C9) and dividing by 100. Be sure to identify if the Modification factor is an addition or reduction to your premium.
- 12 Total the Modified Premium Amounts by adding the numbers in column C11.
- 13 Calculate the Total Worker's Compensation Premium by adding the Modified Premium (C6) to the Employer's Liab Premium (C8) and Subtracting the Premium Modifications (C12).

D. General Liability & Umbrella/Excess Liability Insurance

- 1 Enter the General Liability Rate. This rate can be found on your General Liability Policy
- 2 Identify the base the General Liability Rate applies to. If the base is other than Payroll or Revenue, enter the amount and the base in the space provided.
- 3 Identify the General Liability Rate factor by marking the box.
- 4 Calculate the General Liability Premium by multiplying the Bases (C3 or B3 or Other) by the Rate (D1) and dividing by the factor (100 or 1,000).
- 5 Enter the Excess/Umbrella Liability Rate. This rate can be found on your Excess/Umbrella Liability Policy
- 6 Identify the base the Excess/Umbrella Liability Rate applies to. If the base is other than Payroll or Revenue, enter the amount and the base in the space provided.
- 7 Identify the Excess/ Umbrella Liability Rate factor by marking the box. (no box shown - yes, see items 6 & 7 in section D)
- 8 Calculate the Excess/ Umbrella Liability Premium by multiplying the Bases (C3 or B3 or Other) by the Rate (D5) and dividing by the factor (100 or 1,000).

E. Builders Risk/Installation Floater

- 1 Enter the Builders Risk/Installation Floater Rate and Identify the base factor that it applies to (100 or 1,000). Locate this information on your Property policy or Builders Risk/Installation Floater Policy.
- 2 Calculate the Premium by multiplying the Proposed Contract Price (B3) by the Rate (E1) and dividing it by the factor.

F. Other Insurance Premiums

- 1 For each of the Insurance Lines of Coverage identified below, Identify the Rate, Base and Factor. Calculate the Premium by multiplying the Base x Rate x Factor. Total the Other Insurance Premiums in the space provided and carry that amount to the front page.

Line of Coverage	Rate	Base	Factor	Premium	Total Premium
Coverage A					

G. Totals

- 1 Calculate the Total Insurance Premium by adding Worker's Compensation (C13), General Liability (D4), Excess/Umbrella Liability (D8), Builders Risk/Installation Floater (E2), and Other Insurance Premiums (F1).
- 2 Identify the Overhead & Profit Percentage that was applied to this project during the tabulation of the Proposed Contract Price.
- 3 Calculate the Overhead & Profit Amount by Multiplying the Total Insurance Costs (G1) by the Overhead & Profit Percentage (G2).
- 4 Calculate the Total Insurance Cost by adding the Overhead & Profit Amount (G3) with the Total Insurance Premium (G1).
- 5 Calculate your Initial Insurance Cost Rate by Dividing the Total Insurance Cost (G4) by the Estimated Payroll (C3) and multiplying by 100.

H. Signature Block: This form must be signed by a representative of your company with the authority to Verify the information is correct.

- (1) Please provide copies of the following documents to support your insurance cost calculations:
- | | |
|--|--|
| <input checked="" type="checkbox"/> Schedule of Values | <input checked="" type="checkbox"/> General Liability declaration and rate pages |
| <input checked="" type="checkbox"/> Workers' Compensation declaration and rate pages | <input checked="" type="checkbox"/> Umbrella/Excess Liability declaration and rate pages |
| <input checked="" type="checkbox"/> Experience Modification worksheet | <input checked="" type="checkbox"/> 5 years-actual loss experience for each line of coverage in which Contractor retains more than the \$5,000 |



Form-1b

INSURANCE COST WORKSHEET (Unit Price/Time & Material type Contracts)

Numbers reference attached instructions

San Francisco Public Utilities
Commission

Page 1 of 2

A. Contractor Information:

Federal ID No.: 1

2
Company Name & dba:
Contact Name & Title:
Address:
City, State Zip Code:
Telephone:
Fax:
E-mail Address:

3
Contact Information (address questions to..)

B. Bid Information:

Bid Package No.: 1

Description of Work: 2

Proposed Contract Price \$: 3

Amount of Self Performed Work \$: 4

5
Are you a: Contractor

6
 Subcontractor (any tier) identify under contract with:

C. Insurance Costs for Work Described Above (Complete a separate form for each billing method used in your contract):

1	2	3	4	5	6	7	8	9	10
Identify billing method & list appropriate information <input type="checkbox"/> Unit / Billing Unit <input type="checkbox"/> Hour / Craft Labor Title	WC Class Code	Gross Billing Rate	Base Wage Rate (unburdened Payroll)	Worker's Comp Cost (f)	General Liability Cost (f)	Excess/Umbrella Liability Cost (f)	Total Insurance Cost (C5 + C6 + C7)	Net Billing Rate (C3 - C8)	Insurance Cost Rate (C3 - C9)

D. Signature Block :

I verify the information presented above and attachments are correct:

Name: _____

Date: _____

(please print)

Title: _____

Signature: _____

Completion of this form is required and must be submitted for enrollment. Complete a separate form for each contractor, known Subcontractor(s) and trades not yet currently awarded to a Subcontractor. Duplicate this form as needed. Provide insurance information as detailed in the instruction to support your insurance costs.

A. Contractor Information

- 1 Enter your company's Federal ID number. This number can be found on filings made to federal government such as your tax return.
- 2 Enter your company's name, mailing address and phone/fax number for your company's headquarters in the space provided.
- 3 Enter the name of the person Aon should contact if questions arise. Include the mailing address, phone/fax and e.mail address in the space provided.

B. Bid Information

- 1 Enter the Package Number or Purchase Order Number that was included in the originating documentation.
- 2 Provide a brief description of the work you will be performing at the project site.
- 3 Identify the amount of work you anticipate this contract to generate for your company during a 12 month period.
- 4 Identify the percentage of work that you anticipate will be self-performed.
- 5 Check the appropriate box that classifies your company's relationship with Owner.
- 6 If you are a Subcontractor, identify the company you are under contract with.

C. Insurance Costs (Duplicate or attach additional sheets if necessary. You may create an electronic version of this document if all requested information is included) :

- 1 Mark the box that applies to how Owner, or upper tier contractor will be billed by you. Examples of each billing type follow:
 - Unit price would include i.e. 1) per cubic yard of cement, 2) per square foot of roof, 3) per installation 4) per foot drilled or 5) per house framed.
 - Hourly pricing involves unique billing rates for different classes of employees doing unique functions. Examples of functions include 1) Welding, 2) Excavation or possibly 3) Carpentry. Examples of different classes of employees could include 1) Welding Supervisor, 2) Welding journeyman, or 3) Welder class III. List each unit or hourly function by employee class in the space provided. Use additional paper or duplicate this form if necessary.
- 2 Enter the 4 digit workers compensation class code that applies to the work identified in column 1.
- 3 Identify the gross billing rate (including insurance) that applies to the work identified in column 1.
- 4 Identify the Base Wage Rate (unburdened payroll) that is required to complete the work identified in column 1. (actual hours worked x Base Wage Rate)
- 5 Calculate the Worker's Compensation expense associated with the work. Methods ①, ② or ③ can be used to calculate your insurance expense.
- 6 Calculate your General Liability expense associated with the work. Methods ② or ③ can be used to calculate your insurance expense.
- 7 Calculate your Excess/Umbrella Liability cost associated with the work. Method ② can be used to calculate the related insurance cost.
- 8 Total the insurance expenses identified in C5, C6, and C7 above.
- 9 Determine the new Owner's billing rate by subtracting the Total Insurance Cost from the Billing Rate (Item C3 - Item C8)
- 10 Calculate the Insurance Cost Rate by Dividing the Total Insurance Cost by the Owner's Billing Rate (Item C8 / Item C9)

EXAMPLES

Insurance Cost Calculation Methods & Sample Calculations

① Standard Workers Compensation	② Liability Premium Calculation	③ Retained Premium Calculation <i>(when retainage is greater than \$5,000)</i>												
Unburdened Payroll \$ _____ Rate (appropriate WC Class Code) _____ Experience Modifier _____ Premium = _____ <i>(Payroll x Rate/100 x Modifier)</i> Other factors (list): List each adjustment and rate or percentage. Calculate the adjustment (premium x rate/100 or %) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Rate</td> <td style="text-align: center;">Adjustment</td> <td></td> </tr> <tr> <td>Employers Liab. _____</td> <td>= _____</td> <td></td> </tr> <tr> <td>_____</td> <td>= _____</td> <td></td> </tr> <tr> <td>_____</td> <td>= _____</td> <td></td> </tr> </table> Modified Premium Amt. = _____ <i>Add or Subtract Other factors identified above to the Premium.</i>	Rate	Adjustment		Employers Liab. _____	= _____		_____	= _____		_____	= _____		Basis of Company Premium <input type="checkbox"/> Payroll (Use No. in column 4) <input type="checkbox"/> Receipts (Use No. in column 3) Amt. from Column 3 or 4 \$ _____ Rate _____ Factor <input type="checkbox"/> Per \$100 <input type="checkbox"/> Per \$1,000 Premium Amount = _____ <i>(Basis x Rate / Factor)</i>	Total Company Premium \$ _____ Total Company reserves for Losses (annual) or Average of 5 years actual losses \$ _____ Applicable Taxes \$ _____ Claim Admin. Exp. \$ _____ Insurance Cost = _____ <i>(Total preceding lines)</i> Basis of Total Company Premium <input type="checkbox"/> Payroll <input type="checkbox"/> Receipts \$ _____ Percentage (Ins. Cost / Basis) = _____ % Ins. Cost (Column 3 or 4 x Percentage) = _____
Rate	Adjustment													
Employers Liab. _____	= _____													
_____	= _____													
_____	= _____													
① Sample Calculation Payroll = \$ 10.00 Rate (class code 5047) = 12.99 Experience Modifier = 1.27 Premium = (\$10.00 x 12.99/100 x 1.27) = \$ 1.65 Other Factors: Employers Liab. = (1.65 x 2%) = 0.03 Scheduled Credit = (1.65 x 25%) = 0.41 neg Modified Premium = (1.65 + 0.03 - 0.41) = 1.27 Place \$1.27 in column C5 on the front of the form	② Sample Calculation Company Basis for Premium = Gross Receipts Gross Billing Rate from column 3 = \$ 7800 Rate = 5.44 Factor = \$ 1,000 Premium = (\$7,800 x 5.44 / \$1,000) = \$ 42.43 Place \$42.43 in column C5, C6 or C7 on the front of this form	③ Sample Calculation Total Company Premium = \$ 3,500,000 Average Losses for past 5 years = 268,649 Taxes & Fees = 15,888 Claim Administration Expense = 22,835 Insurance Cost = (3.5M + 268,649 + 15,888 + 22,835) = \$ 3,807,372 Basis of Premium = Gross Receipts Total Company's Gross Receipts = \$ 170,000,000 Insurance Cost % = (3,807,372 / 170M) = 2.24 % Gross Billing Rate from column 3 = \$ 780.00 Insurance Cost = (780.00 x 2.24%) = \$ 17.47 Place \$17.47 in column C5 or C6 on the front of this form												

D. Signature Block: This form must be signed by a representative of your company knowledgeable of its accuracy.

- (1) Please provide copies of the following documents to support your insurance cost calculations:
- | | |
|--|---|
| <input checked="" type="checkbox"/> Rate Build-ups or Craft labor sheets | <input checked="" type="checkbox"/> General Liability declaration and rate pages |
| <input checked="" type="checkbox"/> Workers' Compensation declaration and rate pages | <input checked="" type="checkbox"/> Umbrella/Excess Liability declaration and rate pages |
| <input checked="" type="checkbox"/> Experience Modification worksheet | <input checked="" type="checkbox"/> 5 years actual loss experience for each line of coverage in which Contractor retains more the \$5,000 |

Examine your current Workers' Compensation and General Liability Policies or contact your Insurance Agent to assist you with completing this form. ***** NOTICE ***** Enrollment is not automatic and requires the satisfactory completion of the Aon Form-1a or Form-1b, Form-2 and Form-3. In addition, submit a Certificate of Insurance providing evidence of your *off-site* coverage. Please refer to the Insurance Manual for coverage requirements.

A. Contractor Information:

Federal ID No.: ¹ _____

▼ **Business Information (headquarters)**

▼ **Contact Information (address questions to..)**

Company Name & dba: ² _____
 Contact Name & Title: _____
 Address: _____
 City, State Zip Code: _____
 Telephone: _____
 Fax: _____
 E.mail Address: _____
 Entity: Sole Proprietor Partnership

³ _____

 Corporation Other: _____

B. Bid Information:

Bid Package No.: ¹ _____

Description of Work: ² _____
 Contract Amount \$: ³ _____ Amount of Self Performed Work \$: ⁴ _____
⁵ Contractor If Subcontractor, ⁶ _____
 Are you a: Subcontractor (*any tier*) identify under contract with: _____
⁷ Actual ⁸ _____ Actual
 Start Date: _____ Estimated Completion Date: _____ Estimated

C. Workers' Compensation Insurance Information for Work Described Above: (attach a separate sheet if necessary)

a State	b Class Code	c Description	d Rate (per \$100 payroll)	e Man-hours	f Payroll
¹					
Totals				²	³

D. Provide your current Workers' Compensation Information:

Anniversary Rating Date:	Experience Modification:	Bureau File Number:
¹ _____	² _____	³ _____

Your WC Insurance Carrier: ⁴ _____
 Policy #: ⁵ _____ Effective Date: ⁶ _____ Expiration ⁷ _____

E. Contacts: (Complete if Applicable)

Position	¹ Name & Title	² Phone	³ Fax	⁴ e.mail address
Project Mngr:				
Safety Rep:				
Contract				
Claims:				
Payroll:				

Provide Location of payroll records if different than Corporate address: ⁵

Address: _____
 City, State Zip Code: _____

F. Subcontract Information: List all Subcontractors that will be working for you on this project (complete the information in the following table). Use additional paper if necessary:

1 Subcontractor	2 Subcontract \$	3 Contact Person	4 Address	5 Phone Number

G. Enrollment Questions: Answer each question. Use additional paper if necessary.

- 1 Will you have any off-site location(s) 100% dedicated to this project? Yes No If yes, please provide address: _____
- 2 Please check if: Any aircraft used on this project Any watercraft used on this project
- 3 Please indicate if labor from the following sources will be used: Employee Leasing Firm Temporary Labor Agency
- 4 Does your firm be providing Design Engineering Services under this Contract? Yes No If yes, please provide details of your scope and the contract value associated with this work. If you need more space, please attach a separate sheet of paper.
- 5 Does your firm be providing Pollution Remediation Work under this Contract? Yes No If yes, please provide details of your scope and the contract value associated with this work. If you need more space, please attach a separate sheet of paper.

H.

- 1 I authorize the release of all claim information for all insurance policies under this OCIP.
- 2 I agree to the Aon Verified Insurance Cost Rate as described in the Insurance Manual.
- 3 I acknowledge that it is our responsibility to notify my own company's insurance carrier to exclude from its regular insurance all Work to be performed at the Project Site under this Contract.
- 4 I certify that the insurance costs, including any administration/overhead costs, have been excluded from the bid and contract.
- 5 The costs of premiums for the coverage provided by the OCIP shall be paid by the Owner. The Owner will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retrospective rating adjustments, return premiums, audits or otherwise. This document shall serve as the instrument of assignment to permit the Owner to receive such adjustments, unless otherwise provided in the Contract Documents.

Signature Block :

I verify the information presented above and attachments are true and correct:

Name: _____ Date: _____
(please print)

Title: _____ Signature: _____

Mail to: OCIP Manager - Marge Layne
 San Francisco Public Utilities Commission
 1155 Market Street, 5th Floor
 San Francisco, CA 94103

Fax to: OCIP Manager - Marge Layne
 San Francisco Public Utilities Commission
 Fax: (415) 487-5258
 Phone: (415) 554-3164

This form must be completed and submitted by each successful Contractor and Subcontractor of any tier prior to Site mobilization for each contract awarded. The Contractor and Subcontractor will submit the completed form to Aon Risk Services. Upon receipt of this form, Aon will issue, to the Contractor or Subcontractor, a Certificate of Insurance evidencing coverage in the Controlled Insurance OCIP. The completed Certificate of Insurance and workers compensation insurance policy will be mailed to the Enrolled party.

A. Contractor Information

- 1 Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return.
- 2 Enter your company's name, mailing address and phone/fax number for your company's headquarters in the space provided below.
- 3 Enter the name of the person Aon should contact if questions arise. Include mailing address, phone/fax and e.mail address in the space provided below.
- 4 Check the box that applies to your company.

B. Bid Information

- 1 Enter the Bid Package Number or Purchase Order Number that was included in Owner's originating documentation.
- 2 Provide a brief description of the work you will be performing at the project site.
- 3 Identify the total amount of your bid.
- 4 Identify the percentage of work that you anticipate will be self-performed.
- 5 Check the appropriate box that identifies if you contract directly with Owner or are a Subcontractor.
- 6 If you are a Subcontractor, identify the entity you are under contract with.
- 7 Enter the Date you anticipate starting work and then mark whether the date provided is actual or estimated
- 8 Enter the Date you anticipate completing the described work and then mark whether the date provided is actual or estimated.

C. Workers' Compensation Insurance Information

(Duplicate or attach additional sheets if necessary. You may create an electronic version of this document if all requested information is included).

- 1 a Enter the 2 digit abbreviation for the state in which the work will be performed.
- b Enter the 4 digit workers compensation class code that applies to the work identified in B2.
- c Enter the workers compensation class code description that applies to the work identified in C1c.
- d Enter the Workers' Compensation rate that applies to the class code.
- e Enter the estimated Man-hours required to complete the described work for each Worker's Compensation class code.
- g Enter the estimated Payroll required to complete the described work for each Worker's Compensation class code. Use only unburdened payroll and exclude the premium portions of any over-time pay.
- 2 Total all estimated Man-hours for each class code. Be sure to include information from additional pages if used.
- 3 Total all estimated Payroll for each class code. Be sure to include information from additional pages if used.

D. Current Worker's Compensation Information *(This information relates to your corporate or existing coverage)*

- 1 Provide your Company's Anniversary Rating Date. Information can be located on your bureau's WC Experience Modification worksheets.
- 2 Enter your current WC Experience Modification Factor.
- 3 Enter your Bureau File Number also referred to as your Risk Identification Number. This number can also be found on your Modification worksheets.
- 4 Identify your insurance carrier for Workers' Compensation Coverage.
- 5 Provide your Worker's Compensation Policy Number.
- 6 Provide the effective date of your Worker's Compensation policy.
- 7 Provide the expiration date of your Worker's Compensation policy.

E. Contacts *(Requested Contact information is for specific functions. It is possible to have a single person fulfill multiple responsibilities)*

- 1 Identify the name of the person and their title for each function. These individuals should be located, if at all possible, on-site.
- 2 Provide the phone number for each person identified above.
- 3 Provide the fax number for each person identified above.
- 4 Provide the e.mail address for each person identified above, if applicable.
- 5 Identify the physical location of where your payroll records are retained. Provide the Address, City, State, Zip Code, Telephone, Fax Number and E.mail Address of the person responsible for maintaining the payroll information.

F. Subcontractor Information *(Provide the following information for each Subcontractor that will be performing work at the project site. Use additional sheets of paper if necessary.)*

- 1 Identify the name of the Subcontracting firm
- 2 Provide the estimated value of the subcontracted activity.
- 3 Provide a contact name, preferably the project manager, for the Subcontractor.
- 4 Provide the mailing address for the Subcontractor.
- 5 Provide the phone number for the Subcontractor.

G. Enrollment Questions

- 1 Determine if you will have any locations, off-site, that will be 100% dedicated to this project. Include material/supply storage as a possible location. Mark the appropriate box (yes/no). If you answer yes – provide the address of each location you identified as 100% dedicated.
- 2 Mark the box or boxes that apply. Contemplate only work performed under this contract.

- 3 Mark the box or boxes that apply. Employee Leasing Firm are those firms that supply the entire labor force for your *company (You direct the activities of the Leasing Companies employees)*. Temporary Labor Firms supplement your labor force.
- 4 Confirm whether you will be performing any Design or Engineering Services. If so, provide the associated contract value and details of this work
- 5 Confirm whether you will be performing any Pollution/Hazardous Materials Remediation Services. If so, provide the associated contract value and details of this work

H. Warranty Statements:

- 1-6 Read each Warranty statement thoroughly. If you have questions regarding any of these statements, contact the Aon administrator identified below.

I. Signature Block: This form must be signed by a representative of your company knowledgeable of its accuracy.

Forward the completed Enrollment Application to the Aon administrator identified at the bottom of page of the form. This form must be received by the administrator prior to the start of your work.

ON-SITE PAYROLL REPORT

Numbers reference attached instructions

**Complete a Separate Form for Each Contract with Owner.
Your report is due not later than the 10th day of each month.
Delay in providing this report may result in payments being withheld.**

A. Report Identification

Period Beginning: ¹ _____ Period Ending: ² _____ Year: ³ _____

Contractor: ⁴ _____

Under Contract with: ⁵ _____

Contract #: ⁶ _____

B. Activity Report

a State	b Workers' Compensation Class Code	c Work Description	d Man-Hours	e Gross Payroll	f Reportable Payroll *
1					
TOTALS:			²	³	⁴

*Do not include premium (excess) overtime wages, use straight time wage rates only.

C. Signature Block :

I verify the information presented above and attachments are correct:

Name: _____ Date: _____

(please print)

Title: _____ Signature: _____

CHECK IF THIS IS YOUR LAST PAYROLL REPORT. COMPLETE AN AON FORM-5 "NOTICE OF WORK COMPLETION" AND INCLUDE WITH THIS PAYROLL REPORT.

**Mail to: OCIP Manager - Marge Layne
San Francisco Public Utilities Commission
1155 Market Street, 5th Floor
San Francisco, CA 94103**

**Fax to: OCIP Manager - Marge Layne
San Francisco Public Utilities Commission
Fax: (415) 487-5258
Phone: (415) 554-3164**

This form must be completed each month by the Contractor and every Subcontractor of any tier performing work at the Project Site for **each** Contract awarded. The Contractor/Subcontractor must attach the completed report to their monthly pay request in order to receive interim payment. Contractors will be responsible for the submission of this form by their Subcontractors. Aon Risk Services can forward a supply of these forms to your company.

A. Report Identification

- 1 Fill in the Month and day for the beginning of the period you are reporting on.
- 2 Fill in the Month and day for the ending of the period you are reporting on.
- 3 Fill in the year that applies to the reporting period.
- 4 Enter the name of your firm.
- 5 If you are a Subcontractor, identify the name of the firm you are contracted to. If you are a prime contractor enter N/A
- 6 Provide your Contract Number

B. Activity Report

- 1 For each worker's Compensation Class Code that applies to work performed during the reporting period, provide the following information:
 - a Identify the state in which the work was performed
 - b Identify the 4 digit Workers' Compensation Class Code that applies to the work performed during the period.
 - c Provide a brief description of the work by class code.
 - d Identify the number of hours worked by your employees for each applicable class code.
 - e Provide the Gross Payroll paid to your employees. This should include overtime pay and vacation pay.
 - f Determine the Reportable Payroll. Reportable Payroll does not include the premium portion of any overtime pay (i.e. 45 hours X \$10.00/hr = 450.00 *do not include the premium overtime pay of \$5.00 for the 5 hours of overtime*)
- 2 Total the Man-hours provided on the payroll report.
- 3 Total the Gross Payroll provided.
- 4 Total the Reportable Payroll.

C. Signature Block: This form must be signed by a representative of your company with the authority to Verify the information is correct.

1
Contractor Name: _____
 2
Contract #: _____
 3
Description of Work Performed: _____
 4
Date Work Completed: _____
 5
Date this Contract Completed: _____

The following Subcontractors have completed their Work at the Project Site: *(Add attachment if more space is needed)*

a Subcontractor's Name	b Contract Number	c Description of Work	d Date Completed
6			

Location of your payroll records *(Receipt of this form will initiate the payroll audit process):*

Address: _____ 7
 City, State Zip Code: _____
 Contact/Phone #: _____

The undersigned acknowledges request for termination of coverage under the OCIP as of the date indicated above for the specified Contract. Should we return to the project Site, we will be working under our own insurance program and must provide Owner with a Certificate of Insurance showing our own coverage as detailed in our contract. Prior to performing any work at the project site.

Signed by: _____ 8
 Title _____ Date _____
 Approved by: _____ 9
 Project/Construction Manager _____ Date _____

Mail to: OCIP Manager - Marge Layne
 San Francisco Public Utilities Commission
 1155 Market Street, 5th Floor
 San Francisco, CA 94103

Fax to: OCIP Manager - Marge Layne
 San Francisco Public Utilities Commission
 Fax: (415) 487-5258
 Phone: (415) 554-3164

This form will be completed and returned to the OCIP Administrator by the Contractor or Subcontractor whenever work is completed for each Contract or Subcontract. This form will initiate the final payroll audit process for the Contractor/Subcontractor identified in item 1. Final Payments and Release of Retainage will not occur until all payroll work is complete and finalized.

- 1 Provide the name of the Contractor completing their work..
- 2 Enter the contract number for the work being completed.
- 3 Provide a brief description of the work being completed.
- 4 Provide the Date the Work was completed.
- 5 Provide the Date the Contract was completed, if other the work completion date.
- 6a Enter the name of each Subcontractor that performed work for you that has completed their work.
- b Enter their Contract Number.
- c Provide a brief description of their work.
- d Provide the Date they completed their work.
- 7 Identify the physical location of where your payroll records are retained. Provide the Address, City, State, Zip Code, Contact Name and Telephone Number of the person responsible for maintaining the payroll information.
- 8 This form must be signed by a representative of your company with the authority to Verify the information is correct.
- 9 Have this form approved by the Construction Manager for the Project Site.

Exhibit 1- Sample ACORD form from ENROLLED PARTIES

ACORD® CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)				
PRODUCER Broker Name Broker Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED Contractor Name Contractor Address City/State/Zip code	COMPANIES AFFORDING					
	COMPANY A	Insurance Carrier Name				
	COMPANY B	Insurance Carrier Name				
	COMPANY C	Insurance Carrier Name				
COMPANY D						
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENTS WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY		For Off-Site Exposure Only		GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> CLAIMS <input checked="" type="checkbox"/>				PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$1,000,000
<input checked="" type="checkbox"/> GENERAL AGGREGATE PER PROJECT	FIRE DAMAGE (Any one Fire)					
A	AUTOMOBILE LIABILITY		For All Operations		MED EXP (Any one Person)	
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT	\$1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Person)	
	<input type="checkbox"/> SCHEDULED HIRED AUTOS				BODILY INJURY (Per Accident)	
<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE					
A	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
A	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY		For Off-Site Exposures Only		<input checked="" type="checkbox"/> STATUTORY LIMITS	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL			EACH ACCIDENT	\$ 1,000,000
					DISEASE - POLICY LIMIT	\$ 1,000,000
					DISEASE - EACH EMPLOYEE	\$ 1,000,000
OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					PROJECT NAME: _____	
The City & County of San Francisco, the San Francisco Public Utilities Commission, the OCIP Administrator and each member thereof, and each of its officers, agents and employees severally as additional insureds per endorsement equivalent to ISO form 20 10 (11/85-Form) with the standard Cross Liability Clause. Coverage is primary and non-contributory. Waiver of Subrogation applies by endorsement to all policies.						
CERTIFICATE HOLDER San Francisco Public Utilities Commission Attn: OCIP Manager - Marge Layne 1155 Market Street, 5th Floor San Francisco, CA 94103				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.		
				AUTHORIZED REPRESENTATIVE		209250000
ACORD 25-S (3/93)		©ACORD CORPORATION 1993				

Exhibit 2- Sample ACORD form from EXCLUDED PARTIES

ACORD® CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)			
PRODUCER Broker Name Broker Address		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Contractor Name Contractor Address City/State/Zip code		COMPANIES AFFORDING			
		COMPANY	Insurance Carrier Name		
		COMPANY	Insurance Carrier Name		
		COMPANY	Insurance Carrier Name		
		COMPANY	Insurance Carrier Name		
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENTS WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS <input checked="" type="checkbox"/> <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> GENERAL AGGREGATE PER PROJECT	For All Operations - On & Off Site			GENERAL AGGREGATE \$4,000,000 PRODUCTS-COMP/OP AGG \$4,000,000 PERSONAL & ADV INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one Fire) MED EXP (Any one Person) COMBINED SINGLE LIMIT \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	For All Operations - On- & Off Site			BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	For All Operations - On & Off Site			<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS		PROJECT NAME: _____			
The City & County of San Francisco, the San Francisco Public Utilities Commission, the OCIP Administrator and each member thereof, and each of its officers, agents and employees severally as additional insureds per endorsement equivalent to ISO form 20 10 (11/85-Form) with the standard Cross Liability Clause. Coverage is primary and non-contributory. Waiver of Subrogation applies by endorsement to all policies.					
CERTIFICATE HOLDER San Francisco Public Utilities Commission Attn: OCIP Manager - Marge Layne 1155 Market Street, 5th Floor San Francisco, CA 94103			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.		
			AUTHORIZED REPRESENTATIVE	209250000	
ACORD 25-S (3/93)			©ACORD CORPORATION 1993		

GOVERNMENT CODE SECTION 4420 COMPLIANCE

The City has a strong interest in promoting safety on its public works projects. In order to minimize the risk of injury to persons and/or property, the City seeks to contract with responsible firms that have a history of conducting their operations safely. Toward that end, the City requires that all prospective bidders meet the minimum occupational safety and health criteria as follows:

1. Bidder must not have had serious and willful violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code during the past five-year period *or* Bidder is taking appropriate corrective action to prevent further violations of Part 1 of Division 5 of the Labor Code.
2. For Bidders whose average annual gross revenues for the past three calendar years is greater than \$#####, Bidder's workers' compensation experience modification factor must be below ##### (to be determined).

For Bidders whose average annual gross revenues for the past three calendar years is less than \$#####, the Bidder's worker's compensation experience modification factor must be below ##### (to be determined).

If Bidder is a joint venture, all joint venture partners must individually comply with this requirement.

3. Bidder has an injury prevention program instituted pursuant to Section 3201.5 or 6401.7 of the Labor Code.

Bidder is required to certify under penalty of perjury that it meets all of these requirements. Bidder shall complete the attached "Certificate of Bidder Pursuant to Government Code Section 4420" which shall be submitted with its bid. For joint ventures, each joint venture partner must submit a separate certificate with the joint venture bid.

Bidders who fail to submit the certificate with their bid will be disqualified and their bids rejected.

Note: Add to bid package

**CERTIFICATE OF BIDDER
PURSUANT TO GOVERNMENT CODE SECTION 4420**

Bidder certifies the following:

1. Bidder does not have serious and willful violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code, during the past five-year period *or*

Bidder is taking appropriate corrective action to prevent further violations of Part 1 of Division 5 of the Labor Code.

2. Bidder's workers' compensation experience modification factor is below ### (to be determined depending on the size of company).
3. Bidder has an injury prevention program instituted pursuant to Section 3201.5 or 6401.7 of the Labor Code.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____

Bidder:

Signature

Printed Name

Printed Title