
EXHIBIT F – INSURANCE AND OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

This Exhibit is current at the time of the Request For Proposals and includes all insurance requirements. Covered in the OCIP will be General Liability, Excess Liability, Contractor's Pollution Liability, and Builder's Risk. Information contained within this Exhibit that is no longer valid, as determined by CDOT and agreed to by the Contractor, will be removed prior to final contract signatures.

1.0 Insurance

1.1 General Insurance Requirements

1.1.1 Evidence of Insurance

The Contractor shall provide evidence of insurance in a form acceptable to CDOT as proof of compliance for all insurance requirements contained in this Exhibit. When the Contractor requires a Subcontractor to obtain insurance coverage, the types and minimum limits of coverage may be different than those required in this Exhibit. The evidence of insurance shall provide for ten Days' written notice of cancellation for nonpayment of premiums, or 45 days' written notice of cancellation for any other reason. Evidence of the insurance that contains the phrase "will endeavor to" preceding all references to provisions of notice by the insurance company shall be unacceptable. A Certificate of Insurance indicating certain specified amendments and attachments shall be acceptable, but CDOT reserves the right to request a complete certified copy of the policy, at CDOT's sole discretion. Contractor shall not commence any Work until it has complied with these insurance requirements and CDOT has Approved the evidence of insurance. If the Contractor is performing Work and a Public Entity, Utility or other interested party requires a certificate of insurance, the Contractor shall be responsible to provide such certificate(s) listing that party as an additional insured as required by contract. The additional insured requirements for these entities is applicable to the Contractor only. Where coverage is provided by the CDOT sponsored OCIP, the CDOT OCIP Administrator can assist in providing a certificate for coverage insured under that program.

1.1.2 A.M. Best Rating

All insurance companies providing policies obtained to satisfy the insurance requirements must have an A.M. Best rating of A-, VII or better.

1.1.3 Full Force and Effect

The commercial general liability, excess (umbrella) liability, contractor's pollution liability and professional liability insurance coverage requirements will remain in full force and effect throughout the term of all warranties or as otherwise required by the Contract Documents, whichever is greater.

1.1.4 No Recourse

There shall be no recourse against the State for payment of premiums or other amounts with respect to the insurance provided by the Contractor, or for deductibles under these policies. This provision does not affect any rights the Contractor is entitled to pursuant to Book 1 Section 13.

1.1.5 Indemnification

The insurance coverage provided hereunder shall support, but is not intended to limit, the Contractor's indemnification obligations under Book 1 Section 18.

1.2 Contractor Provided Insurance

The Contractor shall procure, at its own expense, insurance acceptable to CDOT, as described herein, and shall maintain such insurance, as specified herein, in accordance with the requirements stated in Section 1.1, or as otherwise Approved by CDOT at its sole discretion.

1.2.1 Workers' Compensation and Employer's Liability Coverage

The Contractor shall provide Workers' Compensation coverage that is in compliance with all Legal Requirements (including C.R.S. § 8-44-101, et seq.) and Employer's Liability with minimum limits of \$1,000,000 by disease each person, \$1,000,000 by disease aggregate, and \$1,000,000 each person by accident.

1.2.2 Commercial General Liability Insurance

The Contractor shall provide Commercial General Liability broad form coverage for Bodily Injury, Property Damage, Personal Injury and Advertising Liability written on an occurrence form that shall be no less comprehensive or more restrictive than the coverage provided by Insurance Services Office (ISO) for CG 00 01 10 01.

1. Limits of liability. General liability:
 - A. \$1 million - each occurrence.
 - B. \$2 million - general aggregate (annually). The general aggregate limit shall not be diminished by claims on other projects.
 - C. \$1 million - personal injury/advertising liability.
 - D. \$2 million - products/completed operations liability.
2. Such insurance shall include, by its terms or appropriate endorsements, Bodily Injury, Property Damage, Legal liability, Personal Injury, Blanket Contractual, Independent Contractors, Premises, Operations and Products and Completed Operations. Such insurance shall also include blanket coverage for Explosion, Collapse, and Underground (XCU) hazards.
3. Products and Completed Operations coverage shall be continued for a minimum of eight years from Project Completion.
4. CDOT shall be an additional insured with respect to liability arising out of acts or omissions of the Contractor or its Subcontractors, whether on or off the Site.

1.2.3 Automobile Liability Insurance

The Contractor shall provide commercial automobile liability insurance covering all owned/leased, non-owned and hired vehicles used in the performance of Work, both on and off the Site, including loading and unloading.

The following limits of liability and other requirements shall apply:

1. Contractor Limit: \$2 million combined single limit for bodily injury and property damage liability.
2. Subcontractor Limit: \$1M combined single limit for bodily injury and property damage liability.
3. Coverage shall be provided on ISO form number CA 00 01 10 01 or equivalent.
4. The policy will include uninsured and underinsured, in compliance with Colorado law.
5. The policy shall be endorsed to include Motor Carrier Act endorsement – Hazardous Materials Cleanup (MCS-90), if applicable.

1.2.4 Excess (Umbrella) Liability Insurance

The Contractor shall provide Umbrella or Excess Liability insurance with limits of not less than \$10 million per occurrence and \$10 million annual aggregate which will provide bodily injury, personal injury and property damage liability at least as broad as the primary coverages set forth above, including Employer's Liability, Commercial General Liability and Commercial Automobile Liability, as set forth in Sections 1.2.1, 1.2.2, and 1.2.3.

1.2.5 Contractor's Pollution Legal Liability Coverage

The Contractor shall provide pollution legal liability coverage for the Project. The following limits and conditions shall apply:

1. The limit of liability per occurrence shall be at least \$5 million and the total Project aggregate shall be at least \$10 million.
2. CDOT shall be named as an additional insured (to the extent commercially available as determined by CDOT).
3. The policy form shall be written on an occurrence-based form. The extended reporting period must be at least 24 months following completion of the Work.
4. CDOT reserves the right to purchase a Project-specific policy in lieu of the Contractor's pollution legal liability policy.

CDOT has elected to provide Contractor's Pollution Legal Liability Coverage under their insurance program policy (as provided for in Section 2.1.3), the Contractor proposal, and the coverage brought by their Subcontractors, shall exclude this coverage in their Total Proposal Price.

1.2.6 Professional Liability Insurance

The Contractor, and/or Subcontractor shall provide Professional Liability Insurance Coverage for the protection of all design and engineering professionals associated with the Project as follow:

1. Contractors will provide contractual Limits of Liability of \$2 million per claim (or occurrence) and an annual aggregate limit of at least \$2 million. ESB and DBE firms will be covered as long as the ESB and DBE firms' contracts are with the Contractor. The Contractor, at its discretion, may elect to allow limits less than those imposed on the Contractor from its Subcontractors; however the Contractor shall accept the responsibilities and liabilities to satisfy the contract requirements for the Subcontractor, and such limits shall not be less than \$1,000,000 per claim (or occurrence) and \$1,000,000 in annual aggregate limits. A project specific policy may be substituted with Limits of Liability of \$2 million per claim (or occurrence) and an aggregate of \$4 million.
2. The policy will have a three (3) year, or as determined by CDOT Risk Management, extended reporting period from the Final Acceptance Date with respect to all events that occurred, but were not reported, during the term of the policy.
3. The policy shall protect against any negligent act, error or omission arising out of design or engineering including environmental design or consulting with respect to the Project.
4. The policy shall have a retroactive date of no later than the date the first design and/or engineering Activities have been conducted by the design professionals and contractors associated with the Project.
5. Contractor shall provide insurance for construction management activities in the amounts required in this Section 1.2.6, per the Contractor's usual business practices including, but not

limited to, purchasing a construction management professional policy or an errors and omissions policy.

6. Where a Subcontractor provides Professional Liability Coverage, Contractor shall confirm that all requirements of this section have been met prior to the start of design work.

The limits required and provided by the Contractor for CDOT above does not reduce the liability of the Contractors, or its Subcontractors to the insurance, nor the limit of liability provided herein.

1.2.7 Railroad Protective Insurance

In addition to the above, the Contractor shall furnish evidence to CDOT that, with respect to the operation the Contractor or any of its subcontractors perform, the Contractor has provided for and on behalf of the Railroad Company, and each Railroad Company when more than one is involved, Railroad Protective Public Liability and Property Damage Insurance in limits as required by the Railroad Companies, but in no case less than a combined single limit of Two Million Dollars (\$2,000,000) per occurrence with an aggregate limit of Six Million Dollars (\$6,000,000) applying separately for each annual period for:

1. All damages arising out of bodily injuries to or death of one or more persons.
2. All damages arising out of injury to or destruction of property.

Said policy or policies of insurance shall be deemed to comply with the Railroad Protective Insurance requirements if each of said policies contains a properly completed and executed "Railroad Protective Liability Form," copies of which are available from CDOT's Agreements Engineer, Colorado Department of Transportation, 4201 E. Arkansas Ave., Denver, CO, 80222. All required policy or policies of insurance shall be submitted to the Project Director for transmittal to the Railroad Company's Insurance Department.

The Railroad Protective Insurance shall be carried until all Work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance of CDOT. The Railroad Company shall be furnished with the original of each policy carried on its behalf.

1.2.8 Builder's Risk

Unless otherwise expressly stated in the Supplementary General Conditions (e.g. where the State elects to provide for projects with a completed value of less than \$1,000,000), or here in as a part of the OCIP, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the Probable Maximum Loss value at all times including any subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.

Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed to in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the State has an insurable interest in the property or the Date of Notice specified on the Notice of Acceptance, State Form SBP-6.27 or whichever is later.

This insurance shall include interests of the State, the Contractor, and Subcontractors in the Project as named insureds.

All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed twenty five thousand dollars (\$25,000) except the deductible for typical perils such as earthquakes, flood, and wind may not exceed fifty thousand dollars (\$50,000) and the deductible for Work in a one hundred (100) year flood plain may not exceed two hundred and fifty

thousand dollars (\$250,000). Subcontractors' policies may have a deductible clause but not to exceed ten thousand dollars (\$10,000).

Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris, removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architectural and Engineering Services and expenses required as a result of such insured loss.

Contractor shall maintain Builders Risk coverage including partial use by CDOT. The Contractor shall waive all rights of subrogation as regards to the State and CDOT, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment. For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

Upon request by CDOT, the amount of such insurance shall be increased to include the cost of any additional Work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost at its share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

CDOT, with approval of the Colorado State Controller, shall have the power to adjust or settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured Work. **CDOT has elected to provide Builder's Risk Coverage under their insurance program policy (as provided for in Section 2.1.5), the Contractor proposal, and the coverage brought by their Subcontractors, shall exclude this coverage in their Total Proposal Price.**

2.0 CDOT Owner Controlled Insurance Program (OCIP) Requirements

INTRODUCTIONS / DEFINITIONS

Capitalized terms not otherwise defined in this Exhibit shall have the meanings assigned to them in the Contract.

Contractor: meaning the set forth in the first page of Book 1. Contractor refers to any person or entity awarded a Contract with CDOT to provide construction services for the Project.

Enrolled Contractor or Subcontractor: means the Contractor and any other Subcontractors enrolled in the OCIP as outline in the Project Insurance Manual published by the CDOT Project OCIP Administrator.

Insurance Representative and Project OCIP Administrator: means the entity or individual designated by CDOT to represent its interest in the OCIP through the coordination of enrollment, claims and other OCIP activities, as well as monitoring for compliance to OCIP policies, procedures and guidelines.

Owner: means the Colorado Department of Transportation (CDOT), a body corporate and political subdivision of the State of Colorado.

Owner Controlled Insurance Program (OCIP): means an insurance delivery method that includes enrolled Contractors and Subcontractors on the Project in an Owner sponsored insurance program including Commercial General and Excess Liability, Contractors Pollution Liability, and Builders Risk Insurance, and such other coverage as the Owner may in writing specifically include in the OCIP.

Project Site: means the physical location of Work to be performed on the Project as described in the Contract, as well as areas adjacent to the Work necessary for performance of the Work as included in the OCIP.

Subcontractor: means any Person with whom the Contractor has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier, performing Work at the Project Site.

Work: means all activities required to be performed by Contractor, Project Contractors and their Subcontractors to fulfill their obligations under the Contract.

2.1 Owner Controlled Insurance Program (OCIP)

The Project will be subject to an Owner Controlled Insurance Program ("OCIP"). The Colorado Department of Transportation (CDOT) otherwise referred to as the "Owner", acting directly or through its authorized designee will provide coverage for insurance under an OCIP.

Prior to commencement of the Work, Owner, at its sole cost, will secure and thereafter, except as otherwise provided herein, maintain at all times during the performance of this Contract, the insurance specified herein, with Owner, Contractor, Enrolled Project Contractors, and such other persons or interests as Owner may designate as insured parties, with limits not less than those specified below for each coverage.

Owner provided Insurance will apply only to Project Contractors who have completed the enrollment process, complied with the insurance requirements herein, and received notification of enrollment from the Project OCIP Administrator. Owner may require exclusion of any Subcontractor from the OCIP at the Owner's sole discretion.

If a Subcontractor should be excluded from the OCIP at the Owner's discretion, then the cost of insurance may be equitably adjusted for the purchase separate insurance.

Contractor shall work with the Project OCIP Administrator to ensure compliance with all OCIP requirements described herein for Project Contractors. Contractor shall provide its Project Contractors and Subcontractors of every tier with all documentation related to the OCIP.

Contractor will receive a Project Insurance Manual as developed and published by Owner's Insurance Representative, which will include a summary of the insurance, coverage and the program's loss control, administrative and claim procedures and requirements. The Project Insurance Manual will also include enrollment forms and reporting requirements for the OCIP. Contractor shall use and comply with the Project Insurance Manual, and shall ensure that all Project Contractors of every tier receive this Exhibit F and the Project Insurance Manual with their Contract.

Owner provided Insurance shall not apply to vendors, manufacturers, suppliers, material dealers, haulers and/or independent haulers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project Site. Subcontractors providing on site hauling services with dedicated payroll will be considered eligible for enrollment at Owner's discretion.

The Project Site will include adjacent or nearby tracts of land where incidental operations, such as the location of Contractor's trailers, offices, Owner's team's offices, etc. are performed, related to the Work. The Project site will not include permanent locations of any insured party other than Owner. The OCIP shall not apply to the operations of Project Contractors at their offices, factories, or warehouses.

The cost of the OCIP Insurance specified herein to be obtained by Owner will be paid for by Owner, and Owner shall receive and pay, as the case may be, all adjustments in such costs, whether by way of dividends or audits or otherwise. Owner shall execute such instruments of assignment as may be necessary to permit Owner to receive such adjustments and shall cause all Contractors covered by such insurance to do the same.

The furnishing of insurance by Owner shall in no way relieve, limit, or be construed to relieve Contractor, Project Contractors or other Subcontractors of any responsibility or obligation whatsoever otherwise imposed by the Contract. Owner assumes no obligation to provide insurance other than that specified herein. However, Owner reserves the right to furnish additional insurance coverage of various types and limits.

2.1.1 Commercial General Liability –CG 12/07, or equivalent

Policy limits:

\$2,000,000 per Occurrence for Bodily Injury and Property Damage

\$4,000,000 General Aggregate

\$4,000,000 Completed Operations Aggregate

The Policy limits are shared by all Project Contractors enrolled in the OCIP.

Policy Exclusions – Examples could include, but are not limited to:

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

COVERAGE C MEDICAL PAYMENTS

Additional Policy Endorsements [SAMPLE]:

Advertisement Redefined
Blanket Additional Insured
Bodily Injury Redefined
Bodily Injury to Co-Employees Coverage
Broad Form Named Insured
Broadened Damage to Premises Rented to You Coverage
Commercial General Liability Coverage Form (Occurrence Version)
Common Policy Conditions
Composite Rate Endorsement
Coverage Territory Redefined
Earlier Notice of Cancellation Provided By Us– (60 Days/10 Days for nonpayment)
Joint and Several Amendment
Joint Defense Endorsement
Knowledge of Occurrence

Mold and Mold Related Construction Defect
Non-Cumulation of Liability (Same Occurrence) Notice of Cancellation to Third Parties (30 Days
NOC) Notice of Occurrence
Nuclear Energy Liability Exclusion
Per Project and Per Location Combined Aggregate Limits – With Optional Capped Limits
Endorsement (Aggregate Limit Cap: \$20,000,000)
Personal and Advertising Injury Redefined- Definition of Publication
Personal and Advertising Injury – Occurrence Redefined
Professional Health Care Services By Employees or Volunteer Workers Coverage
Reasonable Force
Repair Work Endorsement-Manuscript
Unintentional Failure to Disclose
Waiver of Transfer of Rights of Recovery Against Others to Us– (Any person or organization with
whom you have agreed in writing to waive any right of recovery prior to a loss; Premium: TBD)
Wrap-Up Insurance Program – Amendment of Coverage (Completed operations extension
period: 8 years)

Additional Policy Exclusions:

Asbestos Exclusion
Discrimination Exclusion
Employment Related Practices Exclusion
Exclusion – Contractors – Professional Liability
Exclusion – Fungi or Bacteria
Exclusion – Mold And Mold Related Construction Defect
Fungi or Bacteria Exclusion
Lead Exclusion
Nuclear Energy Liability Exclusion
Recording and Distribution of Material or Information in Violation of Law Exclusion
Silica Exclusion
Total Pollution Exclusion

Standard Insurance Service Office Commercial General Liability Insurance policy or equivalent, including Bodily Injury, Property Damage, Personal Injury and Completed Operations covering operations at the Project Site for Project Contractors shall be provided. An eight-year extension of the Completed Operations Liability coverage for the Colorado Statute of Repose and the Statute of Limitations will begin upon the earlier of expiration of the OCIP policy, Substantial Completion of the Project, or the completion of Work under Contract.

This insurance extends coverage for the Contractor's Work under Contract at the Project Site, including Products / Completed Operations. This insurance is not intended to extend coverage for a product manufacturing away from the Project Site and as such, products liability coverage for such products shall continue to be required.

Contractor will be responsible for repayment of any deductible for Bodily Injury or Property Damage up to \$10,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its Subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount.

To the extent losses covered and payable under the OCIP arise out of, or are the responsibility of the Contractor's Subcontractor(s) of any tier, Contractor may seek contribution from those Subcontractor(s) in an amount equal to the self-insured retention or deductible amount under the Subcontractor's own conventional General Liability Insurance Policy in effect at the time of enrollment into the OCIP, but in no

case may the Contractor collectively collect more than the per occurrence deductible of \$10,000 for the occurrence which is the contractual responsibility of the Contractor.

2.1.2 Excess (Umbrella) Liability – proposed OCIP Program policy limits

<u>\$100,000,000</u>	Each Occurrence
<u>\$100,000,000</u>	Aggregate
\$100,000,000	Completed Operations Aggregate

Coverage is in excess of the primary Commercial General Liability and Employer’s Liability. Such Excess Liability Insurance will be primary and non-contributory as to any other excess insurance the parties hereto may have in force. An eight-year extension (for the Statute of Repose) of the Completed Operations Liability coverage is anticipated and will begin upon the earlier of expiration of the Commercial General Liability Policy or Substantial Completion of the Project, or the completion of Work under Contract. This insurance will not extend products liability coverage for any product manufactured away from the Project Site.

Limits outlined above may be satisfied in various combinations with an Umbrella/Excess policy.

2.1.3 Contractor’s Pollution Liability - proposed minimum OCIP Program policy limits

\$ 25,000,000	Per Claim
\$ 25,000,000	Aggregate

Claims Expenses (including Defense Costs) within limits.

Coverage will include Bodily Injury or Property Damage from a pollution event as defined within the policy form resulting from covered operations or completed operations of the Work performed at the Project Site.

Contractor will be responsible for repayment of any deductible associated with the activities of the Contractor or their Subcontractors up to \$25,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its Project Contractors and Subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount.

2.1.4 Workers' Compensation Will not be included in the OCIP

2.1.5 Builder’s Risk

The Owner will procure, pay for, and maintain a builder’s risk insurance policy, including coverage for in-transit and off-site storage, to protect the interests of the Insureds, including Owner, Project Contractors and its Subcontractors, against the risk of loss or damage to the Work during construction at the Project Site. Such policy will include a waiver of subrogation in favor of Owner, Architect, Construction Manager, Contractors, and Project Contractors.

Coverage will include all materials, supplies and equipment that are intended for specific installation in the Project while such materials, supplies and equipment are located at the Project Site, in transit or while temporarily located away from the Project Site for the purpose of storage at the risk of one of the insured parties, as agreed upon by the Owner in writing in advance of such transit or storage.

POLICY COVERAGE FORM AND EXCLUSIONS [EXAMPLES]:

Commercial Inland Marine – Builders Risk Coverage Form

Endorsements:

Extra Expense Endorsement
Elite Property Enhancement: Builders Risk – sub limits apply
Builders Risk Warranties

Exclusions:

Government Action
Nuclear Hazard
War and Military Action
Ordinance or Law
Water – modified or deleted by endorsement
Mold Exclusion
Workmanship – Omission in, or faulty, inadequate or defective

Policy Coverage Extensions (sub limits may apply):

Fire Department Service Charges
Valuable Papers and Records
Trees, Shrubs and Plants
Debris Removal
Pollutant Clean Up and Removal
Flood
Earth Movement

This insurance **will not** include any coverage for tools or clothing of workers or any tools, equipment, protective fencing, scaffolding, and equipment owned, rented or used by Contractor and used in the performance of the Work, or work performed at off-site fabrication facilities. Contractor shall waive any such rights of recovery from Owner and/or the OCIP Policies.

Contractor will be responsible for repayment of any deductible for Property Damage up to \$25,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its Subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount. Contractor may not seek contribution of this deductible from its Subcontractors.

NOTE: The Builders Risk policy terms vary from policy to policy, and such insurance provided by the Owner will be subject to such limits of liability, exclusions and deductibles as Owner may negotiate in its discretion. Contractor is advised to consult the terms of the policy to ascertain its terms.

2.1.6 Project Professional Liability for design and consulting services

Unless otherwise stated herein the Contractor shall provide such coverage as described in section 1.2.6 with limits as determined by the CDOT Risk Manager. The OCIP shall not provide such coverage.

2.1.7 Coverage

Unless herein otherwise specifically indicated, the policies set forth in Sections 2.1.1 through 2.1.6 above will cover, only at the Project Site, those operations performed or employees of the insured parties directly engaged in connection with the Work.

The coverage referred to in Sections 2.1.1 through 2.1.6 will be set forth in full in the respective Policy forms. The foregoing descriptions of such policies are not intended to be complete, or to alter or amend any provision of the actual policies. In matters, if any, in which the said description may conflict with the Policy, and to the extent there are conflicts or inconsistencies, the provisions of the insurance Policy shall govern.

Except for completed operations coverage and any policy endorsement which extends coverage beyond the policy expiration, the OCIP insurance shall discontinue upon the date of Final Payment to the Contractor on the Project for the Work completed under Contract.

Coverage may also be discontinued if the Project is substantially delayed for an extended period of time, or if the Project, or the OCIP is permanently terminated.

2.1.8 Excluded Property

Enrolled Project Contractors shall retain the risk of loss for all premises and operations exposures of Contractor away from the Project Site, and for any damage whatsoever to their equipment, stationary or mobile, tools, supplies, materials, automobiles and vehicles, highway or otherwise, cranes, and hoists or any other property owned or leased which will not be incorporated into the physical construction.

The separate insurance maintained for any property described in this Section shall contain a Waiver of Subrogation on the part of the insurance company in favor of Owner, Contractor, and all other Project Contractors, and Subcontractors at any tier, with respect to Project Site activities. If Project Contractors of any tier chooses to self-insure any of the property described under this Section, then that Contractor shall indemnify the Owner, Contractor, and all other Project Contractors and Subcontractors working at the Project, and all other persons or entities shall be held harmless for any loss or damage to the property while on the Project Site.

Contractor and each of the Project Contractors and Subcontractor shall pay any costs not covered because of deductibles, if any, under these policies.

2.2 CONTRACTOR'S OBLIGATIONS - OCIP

Contractor shall furnish each Subcontractor a copy of this Exhibit – Owner Controlled Insurance Program Requirements and Project Insurance Manual, as it may be amended from time to time, and shall make the same requirement of all Project Contractors and Subcontractors with respect to their subcontract or procurement procedures. The duties, obligations, and requirements of these insurance provisions shall apply to all Contractors and Project Contractors, and Subcontractors with whom Contractor or Project Contractors may contract.

2.2.1 Contractor and Subcontractor Pricing

The Contractor shall submit Proposal Price NET of insurance for the self-performed Work of the Contractor (excluding Subcontractors) as identified in the summary of this section (Total Project Insurance – Net Amount). Within the proposal the Contractor shall identify the Total Project Insurance - Gross Amount based upon Section 1.0 above and Book 2 requirements and shall reduce such amount by the OCIP Credit Amount as calculated from their insurance policies and summarized on the Insurance Calculation Worksheet – OCIP-S(1) provided by CDOT. The Contractor shall submit with their Proposal Price a bid line item for the insurance coverage including all three calculations, however only the Net

Amount of insurance shall be within their final Proposal Price. This bid line item for the Contractor should represent their own insurance and not that of their Subcontractors.

The Contractor shall request that their Subcontractors submit their Proposal Price NET of the insurance provided for in Section 2.1 and shall only include insurance as requested in Section 2.3 of this Exhibit. All of the Subcontractors of every tier shall only include in their Proposal Price those amounts of insurance required in Section 2.3 and should not include insurance as provided for by the CDOT OCIP. CDOT will verify upon the enrollment of each Subcontractor into their OCIP that the Subcontractor has complied with this requirement of the contract. Such non-compliance will be audited by CDOT and may result in a fine or change modification to the Contract. In addition, CDOT has provided an OCIP Affidavit for the Contractor and upon enrollment for the Subcontractors, to sign and verify accuracy of insurance deduction.

The OCIP insurance coverage provided is as outlined in summary by line of coverage below, and in more detail in Section 2.1 of this Exhibit:

- Commercial General Liability– other than liability associated with off-site exposures
- Excess (Umbrella) Liability coverage
- Contractor’s Pollution Liability
- Builders Risk (Property) coverage

To assist the Contractor and their Subcontractors in the calculation of their insurance and the amounts which should not be included in their Proposal Price an Insurance Calculation Worksheet - OCIP-S(1) and a sample line item Insurance Worksheet Summary - OCIP-S(2) has been provided by CDOT. The insurance itemized above and provided by the Contractor with their Proposal Price, and as provided by each Subcontractor upon enrollment shall be reviewed by the Owner’s Insurance Representative as outlined below:

2.2.1.1 Calculation of Insurance Line Items excluded in the Proposal

1. The Contractor within their Proposal Price and their eligible Subcontractors upon enrollment prior to the start of work shall complete the Insurance Calculation Worksheet - OCIP-S(1) provided by CDOT with the CDOT OCIP Insurance Instructions. The completed Insurance Calculation Worksheet - OCIP-S(1) for the Contractor shall be submitted for the Contractor with their Proposal to CDOT. The Contractor and their Subcontractors shall prior to award of a contract and enrollment into the OCIP submit verification of the amounts they have excluded from their Proposal Price through an OCIP Affidavit for the Contractor and Subcontractor(s) to sign and verify accuracy of insurance deductions. The required worksheet and affidavit will be reviewed by the CDOT Insurance Representative.
2. The CDOT Insurance Representative will verify the amount(s) as reasonable for the type of Work included on the line items.
3. The Contractor and their Subcontractors shall be responsible to remove such costs from all future change orders for any approved Change Orders moving forward on the Project.
4. CDOT and its Insurance Representative reserve the right to audit the Insurance Calculation Worksheet - OCIP-S(1) to verify for CDOT the appropriate bid net amount.
5. The Contractor and their Subcontractors will sign and deliver to the CDOT and/or its Insurance Representative an affidavit attesting to the fact that all insurance as covered by the OCIP has been removed from their Proposal Price or Subcontractor bid amount under Contract with the Contractor.

Calculation Procedures:

1. Commercial General Liability - Primary

The insurance verification process will be calculated by multiplying the appropriate rating basis (estimated payroll or revenue) applicable to the Work performed at the Project jobsite, times the rate identified on the Project Contractors' policy rate page.

If the policy does not properly identify state information and/or class code, the insurance carrier shall endorse the state and class codes for the policy on an "if any" basis.

The basis for rate shall be established based on the coverage limits ordinarily maintained by the Project Contractors. Policy rate pages issued by the carrier must be submitted with the Insurance Calculation Worksheet - OCIP-S(1). **There will be no exceptions.**

2. "Self-insured" or Self-Retention Programs (SIR)

The Project Contractors with SIR's shall submit the loss pick associated with their "self-insured" or retention program. The loss pick must be provided on the insurance carrier's letterhead.

The primary General Liability rate (Rate) shall be calculated as follows:

$$\text{Rate} = [\text{deductible rate} + (\text{Loss pick rate} \times \text{LCF})]$$

The deduct will be calculated by multiplying the "Rate" times the appropriate rating basis (estimated payroll or revenue) applicable to the Work performed at the Project jobsite.

3. Excess/Umbrella

Excess/Umbrella liability insurance deduct will be calculated on the annual policy rate, if the annual rate is not provided a minimum deduct of **15%** of the primary General Liability rate will be applied.

As a part of the Proposal Price, the Project Contractor will identify its total cost of insurance on an Insurance Calculation Worksheet - OCIP-S(1)s as provided to the Contractor, and then to CDOT. This worksheet would be the basis for negotiation with the Contractor or Project Contractor. Summarize the Worksheets provided in the sample Insurance Worksheet Summary - OCIP-S(2) and as provided below:

	<u>Line of Coverage</u>	<u>Project Insurance - Gross Insurance Amount (A)</u>	<u>OCIP Insurance Calculation (B)</u>	<u>Contract Insurance Line Item - Proposal Price NET (A-B)</u>
Contractor (only – excludes Subcontractors)				
	Commercial General Liability	\$	\$	\$
	Excess (Umbrella) Liability	\$	\$	\$
	Contractors Pollution Liability (where applied)	\$	\$	\$
	% of Self Performed Work			%
	Estimated Hard Cost within Proposal Price			%

Total Insurance – Proposal Price	\$	\$	\$
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2.2.2 Contractor Enrollment

Prior to commencement of operations at the Project Site, each Contractor shall complete a Contractor / Subcontractor Application for enrollment into the OCIP and shall furnish and cause each Project Contractors and its Subcontractor to furnish to the Owner or its Insurance Representative estimates for the total construction values, estimated WC Payrolls and their Insurance Calculation Worksheet - OCIP-S(1) in connection with the Work. The Insurance Representative may request, and the Project Contractor will comply with such request for copies of rate pages from their General and Excess Liability policies, or other insurance related information deemed necessary to effect and maintain coverage, and/or to assure that Owner has received the appropriate reduction of the total insurance cost excluded from their Contract, including any markup thereon.

For insurance purposes, the Project Contractors agree that both it and its Subcontractors shall keep and maintain current, accurate and complete records of their work and shall furnish same to Owner, in accordance with the requirements of the Owner or insurance company or companies, permit inspection of its relevant books and records periodically by the insurance company, or Owner and their Insurance Representatives for the purpose of determining the value of their construction work, including labor, on the Project.

Contractor shall not violate or knowingly permit to be violated any condition of the policies of insurance provided by Owner under the terms of this Contract and shall at all times satisfy the requirements of the insurance companies issuing them.

2.2.3 Duties and Obligations of Contractor and Subcontractors.

Duties and Obligations of enrolled Contractor and Subcontractors associated with their participation in the OCIP as related to the OCIP administration and claim handling are set forth below:

2.2.3.1

Accept the insurance described above and promptly furnish any information required by Owner and its Insurance Representative for enrollment.

2.2.3.2

Comply with the OCIP requirements which are set forth herein and in the Project Insurance Manual.

2.2.3.3

Sign a dividend release form authorizing the insurance companies providing the OCIP to pay any dividends, refunds, or returns directly to Owner. Owner shall be entitled to retain all dividends, refunds or returns.

2.2.3.4

Immediately report and assist in the investigation of any accident or occurrence involving injury to any person or loss or damage to property, and 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 or defense of any claim or lawsuit. If failure to report a claim, or late reporting of a claim, or failure to comply with any contractual obligations results in an increase in cost to the Owner or in a rejection of a claim, then Contractor shall be responsible for the resulting increase in the cost of the claim.

If a Project Contractor or Subcontractor should fail to report a claim, or fail to timely report a claim or fail to comply with any contractual obligations which results in an increase in the cost of a claim, the OCIP Administrator or Insurance Representative shall provide written notice to the Contractor of such failure to

comply within seven (7) days of discovery of such non-compliance. Contractor may pass increase in cost through, as appropriate, to its Project Contractors or Subcontractors.

Failure to comply with any of the above items will be considered noncompliance with the Contract and may result in remedial action, including withholding of payment, and/or removal of Project Contractors and/or Subcontractor from the Project Site.

2.3 Contractor/Subcontractor Provided Insurance - Required

Contractors shall at all times during the period in which this Contract is in force and effect provide and maintain insurance, and shall require all their Subcontractors to provide and maintain insurance, of the type and in limits as set forth below. Such insurance shall be in a form and from issuing companies acceptable to Owner. The issuing companies must have a Best's rating of A-, VII or better. The insurance may be provided in a policy or policies, primary and excess, including the so-called umbrella or excess form. The limits of liability shall be as stated below, unless, prior to commencement of any Work, written approval is granted by Owner for variance from those limits.

2.3.1 Automobile Liability

Insurance shall cover all owned, non-owned and hired automobiles. Such insurance shall provide coverage not less than that of a standard Insurance Services Office (ISO) Business Auto Coverage policy with limits not less than listed below. The policy shall be endorsed to include Motor Carrier Act endorsement – Hazardous Materials Cleanup (MCS-90), if applicable. Contractual Liability, if not provided in the policy form, is to be provided by endorsement.

Contractor limit

\$2,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage

Subcontractor and Separate Contractor minimum limit

\$1,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage.

2.3.2 Workers' Compensation

For all operations Contractors and Subcontractors shall carry Workers Compensation insurance in compliance with statutory limits for the Workers' Compensation Laws of the State of Colorado and Employer's Liability limits of not less than:

\$ 1,000,000	Each Accident for Bodily Injury
\$ 1,000,000	Policy limit for Bodily Injury by disease
\$ 1,000,000	Each Employee for Bodily Injury by disease

2.3.3 Commercial General Liability and Excess/Umbrella Liability

Evidence of liability insurance for premises and operations exposures of Contractor and Subcontractors away from the Project Site shall be provided by the Contractor and enrolled Subcontractors. Coverage to be provided in a form equivalent to the Standard Insurance Service Office Commercial General Liability Insurance policy (occurrence form) including products liability for any product manufactured, assembled or otherwise worked upon away from the Project Site, as well as for any damage whatsoever to their equipment, stationary or mobile, tools, supplies, materials, automobiles and vehicles, highway or otherwise, cranes, and hoists or any other property owned or leased which will not be incorporated into the physical construction.

The required insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy.

Contractor limit

\$10,000,000 per occurrence

\$10,000,000 annual general aggregate and products / completed operations aggregate limits

Subcontractor and Separate Contractor minimum limit

\$1,000,000 per occurrence

\$2,000,000 annual general aggregate and products / completed operations aggregate limits

2.3.4 Environmental and Asbestos Abatement Coverage

Should the Project involve the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances, such Contractor shall be required to provide adequate coverage, with limits not less than **\$10,000,000** per claim basis, for such exposures subject to requirements and approval of Owner and/or the Contractor.

2.3.5 Professional Liability (Errors & Omissions where required)

Should the Contractor's or Subcontractor's work involve design, or a design/build component where professional services are provided or contracted for, Professional Liability insurance as described below in this paragraph shall be required and will be maintained by each Contractor or Subcontractor, their Architect and all Sub-Consultants for the duration of the applicable Colorado Statute of Repose. There should be no exclusion on the policy for the type or scope of work associated with the Project. Such insurance shall be approved by the Owner and the Contractor. Whether design-build subcontractors can be accepted into the OCIP Program at all will be evaluated at the time of final selection of these subcontractors. If a design-build subcontractor cannot be included in the OCIP, then the Guaranteed Maximum Price will be equitably adjusted for the cost for insurance premiums for that subcontractor.

\$ 2,000,000 each claim

\$ 2,000,000 general aggregate

See section 1.2.6 for additional information

2.3.6 Watercraft, Aviation and/or Drones (UAVs)

Should watercraft or aircraft of any kind be used by any Contractor or Subcontractor by any person on their behalf, Contractor/Subcontractor or such other party will maintain or cause the operator of the watercraft or aircraft to maintain watercraft or aircraft liability insurance, including bodily injury, property damage and passenger liability, as respects any watercraft or aircraft owned, used, operated or hired in connection with the Work by Contractor or anyone else with limits of **\$10,000,000** combined single limit for bodily injury and property damage any one occurrence, each watercraft or aircraft.

Should aerial drones of any kind be used by Contractor or by any person on its behalf, Contractor or such other party will maintain or cause the operator of the drone to maintain drone liability insurance, including bodily injury and property damage, as respects to any drone owned, used, operated or hired in connection with the Work by Contractor or anyone else with limits of **\$1,000,000** combined single limit for bodily injury and property damage any one occurrence.

2.3.7 Railroad Protective Insurance

In addition to the above, the Contractor shall furnish evidence to CDOT that, with respect to the operation the Contractor or any of its subcontractors perform, the Contractor has provided for and on behalf of the Railroad Company, and each Railroad Company when more than one is involved, Railroad Protective Public Liability and Property Damage Insurance in limits as required by the Railroad Companies, but in no case less than a combined single limit of Two Million Dollars (\$2,000,000) per occurrence with an aggregate limit of Six Million Dollars (\$6,000,000) applying separately for each annual period for:

1. All damages arising out of bodily injuries to or death of one or more persons.
2. All damages arising out of injury to or destruction of property.

Said policy or policies of insurance shall be deemed to comply with the Railroad Protective Insurance requirements if each of said policies contains a properly completed and executed "Railroad Protective Liability Form," copies of which are available from CDOT's Agreements Engineer, Colorado Department of Transportation, 4201 E. Arkansas Ave., Denver, CO, 80222. All required policy or policies of insurance shall be submitted to the Project Director for transmittal to the Railroad Company's Insurance Department.

The Railroad Protective Insurance shall be carried until all Work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance of CDOT. The Railroad Company shall be furnished with the original of each policy carried on its behalf.

2.4 Contractor/Subcontractor Obligations

All requirements imposed in this Exhibit, with the possible exception of any allowable differences in policy limits, and required of Contractor, shall likewise be imposed upon, assumed and performed by each Enrolled Project Contractor and Subcontractor of every tier.

Each party hereto shall require that all policies of insurance, as allowed by statute, that are in any way related to the Work, including those that are secured and maintained by any Contractor, Subcontractors or their consultants, include clauses providing that each underwriter shall waive all of its rights of recovery under subrogation or otherwise, against Owner, its officials, directors, officers, and employees and all other interests as may be reasonably required by Owner.

Each insurance policy required of Contractors and Subcontractors in Sections 2.3.1 through 2.3.6 shall be endorsed as follows:

2.4.1

With respect to all liability policies required, Owner and Contractor, and their elected and appointed directors, officials, officers, employees, and all other interests as may be reasonably required by Owner and Contractor for the Project shall be named as Additional Insured, except on Professional Liability and Employer's Liability policies.

The coverage afforded the Additional Insured under these policies shall be primary insurance to the extent the claim arises, in whole or in part, from the negligence of Contractor or its Subcontractors. In such cases, if the Additional Insured has other insurance which is applicable to the loss, such other insurance shall be on an excess and non-contributory basis.

The Additional Insured Endorsement, shall be equivalent to ISO form CG2010 (07/04) and CG2037 (07/04) editions. It shall state that the coverage provided to the Additional Insured is primary and non-contributory with respect to any other insurance available to the Additional Insured.

2.4.2

In the event of any claims being made by reasons of bodily injury, personal injury, or property damage sustained by agent, servant or employee of one insured for which another insured is or may be liable, the policy shall cover such insured against whom a claim is made in the same manner as if a separate policy had been issued to each insured (Severability of Interest).

Contractor shall furnish each of its Subcontractors a copy of this Exhibit Requirements. Contractor shall ensure that the duties, obligations, and requirements of these insurance provisions shall apply to all Subcontractors with whom Contractor may contract.

2.5 INSURANCE REQUIREMENTS FOR OTHER WORK RELATED PARTIES

2.5.1

Vendors, suppliers, material men, owner/operator truckers, firms whose sole function is to transport materials, supplies, tools, equipment, parts or items to or from the project site and Subcontractors who will perform no actual labor at the site shall not be covered by insurance purchased by Owner through the OCIP. However, these excluded parties shall obtain and maintain until all of their obligations have been discharged, including any warranty periods under this contract are satisfied, the insurance coverage specified in subsections listed below.

Such insurance shall be in a form and from issuing companies acceptable to Owner. The issuing companies must have a Best's rating of A-, VII or better.

Automobile Liability -

\$2,000,000 Combined single Limit each occurrence for Bodily Injury and Property Damage.

Workers' Compensation –

Statutory Workers' Compensation limits applicable to state of Colorado and Employer's Liability limits of not less than:

\$ 500,000 - each accident for Bodily Injury

\$ 500,000 - Policy limit for Bodily Injury by disease

\$ 500,000 - each employee for Bodily Injury by disease

Commercial General Liability —

\$1,000,000 per occurrence

\$2,000,000 annual general aggregate and products / completed operations aggregate limits

Such insurance shall be primary and non-contributing with any other insurance and be in a form and from insurance companies reasonably acceptable to Owner.

2.5.2

The required insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy.

2.5.3

Liability policies required under Section 2.5.1 shall, where prudently feasible, name Owner and Contractor and their, elected and appointed officials, directors, officers, employees, agents, representatives, and any additional entities as Owner or Contractor may request, as Additional Insured. The Additional Insured Endorsement, equivalent to ISO form CG2010 (07/04) edition, shall state that the coverage provided to the Additional Insured is primary and non-contributory with respect to any other insurance available to the Additional Insured. Contractor is responsible to ensure to the best of its ability that those entering the Project Site location have evidence of, or hold, the appropriate insurance or that those visitors are escorted while at the Project. Exceptions may be granted where mutually agreed to in advance between the Owner and the Contractor.

2.5.4

All policies of insurance required in this section shall be endorsed to provide that the insurance company shall provide written notice to Owner at least 30 days prior to the effective date of any cancellation of such policies.

2.5.5

All policies of insurance, as allowed by statute, that are in any way related to the Work, including those that are secured and maintained by consultants and subcontractors, shall include clauses providing that each underwriter shall waive all its rights of recovery under subrogation or otherwise, against Owner, Owner's Representative, Contractor, Project Contractors and Subcontractors.

2.5.6

Parties covered in this Section shall cause to be furnished to Owner and Contractor, or their Insurance Representative, certificates of insurance evidencing all insurance as required by this Contract. As and when Owner or Contractor may direct, copies of the actual insurance policies or renewals or replacements thereof shall be submitted to Owner or Contractor. All copies of policies, if any, and certificates of insurance submitted to Owner shall be in form and content acceptable to Owner or Contractor.

2.6 Alternate Insurance

Owner makes no guarantees or warranties, and disclaim any responsibility whatsoever, that the OCIP policies will remain in effect and in no way assumes responsibility for the solvency of the insurers, or any of their parent, subsidiary, excess, re-insurers or other companies or group members.

If Owner, for any reason, is unable to furnish the insurance as specified in Section 2.1.1 through 2.1.5, upon 45 days written notice from Owner, Contractor shall obtain replacement insurance with minimum coverage and limits set forth in Section 2.1 above. The OCIP shall continue to provide coverage for losses until alternate insurance is in place. Contractor shall provide Owner with certificates of insurance or, at Owner's option, certified copies of policies upon issuance thereof. Contractor may further require its Subcontractors of every tier to obtain replacement insurance. Owner shall issue an appropriate Change Order to Contractor to adjust the Contract for the actual cost of the additional premiums to Contractor and its Subcontractors for such replacement insurance. Actual costs may be reviewed for accuracy if the costs exceed the amounts provided by the contractor at the time of enrollment in the OCIP program. Owner shall pay such amounts within thirty (30) days receipt of such Change Order.

2.7 Subrogation and Waivers

2.7.1

Contractor shall require all policies (except Professional Liability) of insurance that are related to the Project and that are secured and maintained by Contractor and each Subcontractor to include clauses providing that each underwriter and carrier shall waive all their respective rights of recovery, under subrogation or otherwise, against Owner and Contractors rendering services at the Project, Contractor, its Subcontractors, Owner's Separate Contractors, and their Subcontractors, regardless of tier.

2.7.2

Contractor waives rights of recovery against its Subcontractors, Owner and Separate Contractors rendering services at the Project, regardless of tier that Contractor may have or acquire because of deductible clauses in or inadequacy of limits of policies of insurance that are in any way related to the Project and that are secured and maintained by Contractor, other than a right of contribution from Subcontractors for deductible amounts.

2.7.3

Contractor shall require its Subcontractors to waive the rights of recovery in the same manner, as waived in the preceding paragraph by Contractor, against Owner and Contractor, other Project Contractors and Subcontractors, other Separate Contractors, and their Subcontractors, regardless of the tier.

2.7.4

The OCIP insurance coverage is primary and non-contributory as it relates to coverage provided within the OCIP Program. The underwriters and carriers for the OCIP shall waive all their respective rights of subrogation against the Owner and Contractors rendering services at the Project, Contractor, its Subcontractors, Owner's Separate Contractors, and their Subcontractors, regardless of tier, as it relates to coverage provided under the OCIP insurance policies.

2.7.5

The waivers of subrogation contained in this Section 2.7 and in CDOT's Book 1 and 2, shall apply to the Owner's separate permanent property insurance policies, including any claims which may be made under the Owner's separate property policy in effect after Final Payment has been made.

2.8 Evidence Of Insurance

All insurance policies required to be obtained under the terms of this Contract shall be endorsed to provide that the insurance company shall provide written notice to Owner and Contractor at least 30 days prior to the effective date of any cancellation of such policies.

Prior to the date on which Contractor commences any Work at the Project site, Contractor shall furnish to Owner certificates of insurance evidencing all insurance required by this Contract. If Owner directs, copies of the actual insurance policies or renewals or replacements thereof shall be submitted to Owner. All copies of policies, if any, and certificates of insurance submitted to Owner shall be in form and content acceptable to Owner.

The Contractor considers its insurance policies to be confidential under the Colorado Open Records Act, because disclosure of these documents would be likely to cause substantial harm to its competitive position. In the event of a Colorado Open Records Act request, the Owner agrees to honor such request for confidentiality of the Contractor's insurance policies, subject to compliance with any subsequent court order to the contrary.

2.9 Miscellaneous

2.9.1

Nothing contained herein shall relieve Contractor, or its Subcontractors of their obligations to exercise due care when performing any Work on the Project or to complete such Work in strict compliance with the Contract.

2.9.2

By enrolling in the OCIP, the Contractor acknowledges that (A) the limits of OCIP provided insurance are shared by all insured parties under the OCIP for the Project, (B) Owner and their affiliates of every tier disclaim any responsibility whatsoever for the availability, adequacy or exhaustion of the limits of the OCIP, the present or future solvency of any OCIP insurers, or any claims or disputes by, between, or among Owner and any Contractor and any Subcontractor, or any tier, and any of the OCIP insurance carriers.

2.9.3

Any type of insurance or increase in limits not described herein which Contractor requires for its own protection or as a result of any applicable law shall be its own responsibility and expense.

2.9.4

CDOT is considering a Shared Savings Program for the OCIP in which a portion of the savings may be shared with the Contractor and its Project Contractors and Subcontractors. CDOT reserves the right to provide such a program prior to the Award of the Contract. The Shared Savings program will be based upon a percentage of the OCIP Credits provided by the Contractor and their enrolled Project Contractors who participate in the OCIP, including provision for their overall loss experience. The actual program savings will be calculated at completion of the project utilizing insurance industry loss development factors and will be shared only with those Project Contractors who have a material presence over a period of time as outline in the final Shared Savings program.

2.9.5

If a Subcontractor cannot be enrolled in the OCIP, the cost of the project will be equitably adjusted to account for the insurance premiums for that Subcontractor based upon their completion of an Insurance Calculation Worksheet - OCIP-S(1) and CDOT's review of the their documentation.

2.10 Safety Requirements

2.10.1 General

Owner requires the Contractor, all Enrolled Contractor and Subcontractors of every tier working at their Project to at a **minimum** adhere to CDOT's Safety Requirements as provided for in Book 1 and 2, and as additionally outlined herein. The Contractor and Subcontractors shall within their own site specific Safety Requirements or Manuals ensure compliance has been met with the following Safety Requirements, which are incorporated in the Contract Documents.

Contractor shall take all necessary precautions to protect the safety and health of the Project Site and is ultimately responsible to establish and maintain a written Contractor Safety Program (CSP) for the Work. Contractor shall establish administrative and technical means for the mitigation of risk, response to incidents, and recovery/restoration to normal operations at the Project Site. The Program shall include development of a site safety culture which supports, "best practices" for accident prevention, job specific hazard recognition and planning, training, reporting, management oversight, and implementation.

All costs, penalties, and expenses of complying with the requirements of these Safety Requirements shall be included as part of the cost of the Contract. Contractor shall notify Owner promptly, in writing, if a charge of non-compliance has been filed against Contractor, or any Contractor or Subcontractor, in connection with its performance of the Work.

The developed CSP shall apply in all phases of the Work. The objective of the program is to eliminate or control accident risks to personnel, associated management, subcontractors, equipment, facilities, general public, and environment. Required activities include hazard identification & analysis, planning, management, dedicated resources, auditing conformance, training, communicating results and documentation.

Additionally, clear and open partnering and communications relative to the safety program between Contractor, Project Contractors and Subcontractors, and Owner's Representative(s) is a key component in effectively implementing and assuring conformance.

Contractor is solely responsible for health and safety and shall perform the Work in a safe and environmentally acceptable manner; this includes all of its Subcontractors, or other Contractors.

2.10.2 Safety Criteria

Meet all CDOT requirements listed in Book 1 and Book 2; in addition meet all requirements as described in this addendum.

Notice of Correction of other unsafe conditions will be conveyed in writing within 24 hours after receiving written notice from Owner, Contractor, or Owner's Safety Representative (OSR) of unsafe work. Lost time and lost productivity associated with this or any safety violation will be at the sole cost of Project Contractor or the Subcontractor without additional compensation.

2.10.3 Contractor Site Safety Management

Each Subcontractor is required to name an individual on its payroll as a ROCIP Representative to collaborate with CDOT Risk Management on claims prevention and post-accident investigation. These representatives are not required to be full-time but must be available to CDOT Risk Management. The Subcontractors are required to name an individual(s) who has the experience, ability and authorization to act on the Subcontractor's behalf in matters of ROCIP related work on the Project.

2.10.4 OCIP Required Contractor Site Safety Requirements:

1. The Contractors Safety Program will conform to all aspects of this Section 2.10 and be consistent with the requirements herein and the CDOT Required Contractor's Safety Management Plan.
2. Contractor shall conduct a project/site ROCIP orientation for all Contractor & Subcontractor employees prior to their working on the Project Site; including orientation for all full time project oversight and management personnel.

The safety orientation (at a minimum) shall include the following:

- a. A description of the extent and nature of the Project.
- b. A description of any hazards that can typically be expected during the course of work, and means and methods for avoiding or protecting oneself.
- c. Required work practices, job conduct, and accident reporting procedures.

- d. Any other general information to acquaint the employee with special work and requirements at the Site.
3. Project Contractors and Subcontractors shall be prohibited from use and possession of alcoholic beverages, drugs (other than prescription), carrying weapons or ammunition onto the site, or using or carrying weapons while performing work on the Project's behalf, or attending Project sponsored activities. Contractor, at its own expense, shall adopt a policy of a drug free work site on the Project, which at a minimum shall include pre-job site and post-accident drug testing. Contractor, at its discretion, may include "for cause" and "random" testing if consistent best practices are applied.

Contractor shall require all workers to demonstrate a negative drug test before attending a Project Safety Orientation, and performing any work on a CDOT OCIP Sponsored Project. Previous drug test results from an accredited facility done within forty-five (45) days will be acceptable. Any employee who has not worked on a CDOT OCIP Sponsored Project during the last 12 months must retest and go through a new Project Safety Orientation as provided by the Contractor.

4. Current certified crane operator for each crane is required and must be on file at the jobsite.
5. Contractor safety enforcement activities shall be documented and/or logged and provided to the Owner's ROCIP Representative upon request (without any personnel privacy sensitive information) and this information shall be on file at the jobsite.
6. Include Personal Protective Equipment (PPE) requirements and policy.
 - a. 100% Fall protection at working surfaces above 6ft without review and authorization from OCIP Safety Manager
 - b. 100% eye protection with side shields required.
 - c. 100% wearing of heavy-duty work boots/shoes required.
 - d. 100% wearing of hardhats required.
 - e. 100% wearing of shirt & long pants (no shorts).
 - f. 100% wearing of high visibility vest or clothing.
 - g. Hearing protection as required.

2.10.5 OCIP Required Reporting

1. Accident Reporting

Contractor shall provide timely verbal notification and a written report to Owner's Representative, and Owner's Safety Representative of any and all accidents/incidents (not including worker injuries) whatsoever arising out of or in connection with the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage; and or had a serious potential for same. Verbal notification to the Owner shall be immediate and under no circumstance shall notification exceed one (1) hour from time of occurrence. Verbal notification shall include date and time, location, brief description, extent of property damage, and extent of injuries. A preliminary written accident report shall be furnished to the Owner's Representative and Owner's ROCIP Representative within twenty-four (24) hours of the occurrence; final is due within 10 working days.

2. Monthly Accident/Incident Summary Reports

Contractor shall provide a written Monthly Accident/Incident Safety Performance Summary Report for losses under their Contract to the Owner within seven (7) Days of the last day of the month. The report shall include the following minimum information:

- a. A summary, current year for all accidents/incidents – all Project Contractors / Subcontractors.
- b. Summary of accident data by Contractor and Subcontractor.
- c. Summary of Property Damage, including Utility Damage incidents.
- d. Status update of any project required corrective actions.

2.10.6 OCIP REQUIRED CONTRACTOR SAFETY MANAGEMENT PLANS / DOCUMENTS

- 1. Job Task Hazard Analysis Program.
 - a. All work activities shall have a written job/task/activity Hazard Analysis (HA) associated with it appropriate for the hazards, scope, and/or complexity of the work. At a minimum this HA will cover the steps, hazards, and mitigation, required to perform the work safely.
- 2. Project Hazard Communication Plan
- 3. Project Utility Safety Management Plan
 - b. Locates, accidental damage prevention, and incident reporting/correcting, policies, procedures, and practices. Contractor will have an adequate utility locate, protect, and emergency response program. Any utility strike will be reported to Owner immediately, investigation and lessons learned follow-up reporting performed, and related program performance measures provided. In addition, no corrections and/or repairs will be re-covered or otherwise made inaccessible until Owner's Representative or designee has had the opportunity to review.
- 4. Project Water Intrusion Prevention and Mitigation Program
- 5. Project Emergency Response Plan
- 6. Project Security Plan

Special consideration and concern shall be given to the storage/protection of highly valuable (i.e., copper), finished product and/or critical materials/equipment to be protected from theft and/or vandalism.

3.0 Program Insurance Manual (Attached at the time of award)

3.1 Sample enrollment form

Contractor Enrollment Application

CONTRACTOR NAME _____

ADDRESS _____

PHONE _____ FAX _____

CONTACT _____

E-MAIL ADDRESS _____

WORK DESCRIPTION _____

CONTRACTED WITH _____

CONTRACT VALUE _____

START DATE _____

EXPECTED _____

COMPLETION DATE _____

FEDERAL TAX ID # _____

ARE YOU SUBCONTRACTING OUT ANY WORK? (Y) (N)

IF YES, ESTIMATED CONTRACT AMOUNT (S) TO BE SUBCONTRACTED OUT: \$ _____

ARE YOU A LOWER-TIER SUB? _____

IF YES, FOR WHAT CONTRACTOR? _____

SIGNATURE _____ DATE

Instructions:

1. Contract Value (CV) - Total Proposal Price
2. Payroll Estimate - Estimate of Payroll for self-performed work of the Contractor (WC Payroll Estimate).
3. % of Payroll Estimate to CV.
4. **Gross Insurance Amount (A)** - Total Project Insurance Amount for the Contractor based upon the Revision of Section 107, Section (a) (1-5)
5. Insurance Calculation Worksheet - An Insurance Calculation Worksheet must be provided for the Contractor, including a separate worksheet for each where there are JV Partners
- 6.
8. GL/Excess Rate Basis Indicator
9. GL / Excess Rate Basis - % of the blended Rate for GL / Excess based upon the Policy Rate Basis. Example (Rate Per \$1000 of CV)
10. **OCIP Insurance Calculation (B)** - Amount of Insurance removed for the Contractor from your Proposal Price based upon the Revision of Section 107 (k) (1-5)
11. **Contract Insurance Line Item** - Represents the insurance cost remaining in the Proposal Price for the Contractor based upon Revision of Section 107 (a) (1-5)

Assistance for Calculation of Insurance:

- a.
- b. **General Liability:** Multiply your classification rate times per \$1,000 of payroll or construction value.
- c. **Excess Liability:** If Excess Liability is a flat charge, develop rate by dividing your Excess policy annual premium by estimated annual payroll. Apply this rate to the estimated payroll or CV for this project.

The Contractor must provide Insurance Calculation Worksheets - Form OCIP - S(1) for their insurance, including separate worksheets for any JV Partners.
The Contractor need not include Insurance Calculation Worksheets, nor summarize herein, insurance estimates of Subcontractors.

NOTES:

- ** CDOT will provide Builders Risk and Contractors Pollution Liability
- ** CDOT will review the estimates reported on Form OCIP-B for money which has been removed from their bid amounts in Section 2 of Section 107. In the event CDOT believes the estimates reported on Form OCIP-B are not reasonable, CDOT may audit the actual OCIP Insurance Calculation of the Contractor and its subcontractors of every tier upon such enrollment, and finalize at close out of Work under Contract. If the audit amount of the OCIP Insurance Calculation for the Contractor and enrolled subcontractors differs from the estimates on Form OCIP-B by more than 15%, the contractor shall reimburse CDOT for the amount in excess of 15%.

REVISION OF SECTION 107 – OCIP
RESPONSIBILITY FOR DAMAGE CLAIMS, INSURANCE TYPES AND COVERAGE LIMITS, OWNER CONTROLLED
INSURANCE PROGRAM (OCIP) AND PROJECT INSURANCE MANUAL (PIM)

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 107.15 and replace with the following:

107.15 Responsibility for Damage Claims, Insurance Types and Coverage Limits, Owner Controlled Insurance Program (OCIP) and Project Insurance Manual (PIM). The Contractor shall indemnify and save harmless the Department, its officers, and employees, from suits, actions, or claims of any type or character brought because of any and all injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or failure to comply with the provisions of the Contract; or on account of or in consequence of neglect of the Contractor in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, material or process involved is specifically required by the Contract; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or other law, ordinance, order, or decree. The Department may retain as much of any moneys due the Contractor under any Contract as may be determined by the Department to be in the public interest.

(a) The Contractor shall obtain, and maintain at all times during the term of this Contract, insurance in the following kinds and amounts:

(1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of their employment.

(i) The Contractor shall provide Workers' Compensation coverage that is in compliance with all Legal Requirements (including C.R.S. § 8-44-101, et seq.) and Employer's Liability with minimum limits of \$1,000,000 by disease each person, \$1,000,000 by disease aggregate, and \$1,000,000 each person by accident.

(ii) Subcontractors shall provide Workers' Compensation coverage that is in compliance with all Legal Requirements (including C.R.S. § 8-44-101, et seq.) and Employer's Liability with minimum limits of \$500,000 by disease each person, \$500,000 by disease aggregate, and \$500,000 each person by accident.

(2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07/04 or equivalent, covering premises operations, fire damage, independent Contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

(i) \$1,000,000 each occurrence;

(ii) \$2,000,000 general aggregate;

(iii) \$2,000,000 products and completed operations aggregate; and

(iv) \$50,000 any one fire.

(v) Completed Operations coverage shall be provided for a minimum period of eight years following final acceptance of work. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

(3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

1. The policy will include uninsured and underinsured, in compliance with Colorado law.
 2. The policy shall be endorsed to include Motor Carrier Act endorsement – Hazardous Materials Cleanup (MCS-90), if applicable.
- (4) Professional liability insurance with minimum limits of liability of not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate for both the Contractor or any subcontractors when:
- (i) Contract items 625 (excluding tunnel surveying), 629, or both are included in the Contract
 - (ii) Plans, specifications, and submittals are required to be signed and sealed by the Contractor's Professional Engineer, including but not limited to:
 - (A) Shop drawings and working drawings as described in subsection 105.02
 - (B) Mix Designs
 - (C) Contractor performed design work as required by the plans and specifications
 - (D) Change Orders
 - (E) Approved Value Engineering Change Proposals
 - (iii) The Contractor and any included subcontractor shall renew and maintain Professional Liability coverage for the liability exposure associated with Colorado law and the relevant statute of repose and limitations.
- (5) The Contractor shall provide Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000 for work under this contract. Minimum limits shall be based upon estimated Construction Values in accordance with the table below. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The Umbrella or Excess which will provide bodily injury, personal injury and property damage liability at least as broad as the primary coverage set forth above, including Employer's Liability, Commercial General Liability and Commercial Automobile Liability.

<u>Estimated Construction Values</u>	<u>Minimum Umbrella / Excess Liability Limits</u>
Less than \$5,000,000 in CV	\$1,000,000
\$5,000,000 to \$10,000,000	\$2,000,000
\$10,000,000 to \$25,000,000	\$5,000,000
\$25,000,000 to \$75,000,000	\$10,000,000
Over \$75,000,000	Determined by the CDOT Risk Manager

The Contractor shall ensure that their subcontractors provide Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The Umbrella or Excess which will provide bodily injury, personal injury and property damage liability at least as broad as the primary coverage set forth above, including Employer's Liability, Commercial General Liability and Commercial Automobile Liability.

- (b) CDOT, and any such entity where there is contractual liability entered in to by CDOT, the Contractor will provide evidence of such insurance, and each shall be named as an Additional Insured on the Commercial General Liability, Automobile Liability and Umbrella / Excess Liability Insurance policies. Completed operations additional insured coverage shall be on endorsements CG 2010 07/04, CG 2037 07/04, or equivalent. Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado, except where coverage is sponsored by CDOT for the Contractor.
- (c) Railroad Protective Insurance
In addition to the above, the Contractor shall furnish evidence to CDOT that, with respect to the operation the Contractor or any of its subcontractors perform, the Contractor has provided for and on behalf of the Railroad Company, and each Railroad Company when more than one is involved, Railroad Protective Public Liability and Property Damage Insurance provided for a combined single limit of Five Million Dollars

(\$5,000,000) per occurrence with an aggregate limit of Ten Million Dollars (\$10,000,000) applying separately for each annual period for:

- (i) All damages arising out of bodily injuries to or death of one or more persons.
- (ii) All damages arising out of injury to or destruction of property.
Said policy or policies of insurance shall be deemed to comply with the Railroad Protective Insurance requirements if each of said policies contains a properly completed and executed "Railroad Protective Liability Form," copies of which are available from CDOT's Agreements Engineer, Colorado Department of Transportation, 4201 E. Arkansas Ave., Denver, CO, 80222. All required policy or policies of insurance shall be submitted to the Project Director for transmittal to the Railroad Company's Insurance Department.

The Railroad Protective Insurance shall be carried until all Work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance of CDOT. The Railroad Company shall be furnished with the original of each policy carried on its behalf.

- (d) Each insurance policy shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor. The Contractor shall forward to the Engineer any such notice received within seven days of the Contractor's receipt of such notice.
- (e) The Contractor shall require all insurance policies in any way related to the contract and secured and maintained by the Contractor to include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- (f) All policies evidencing the insurance lines of coverage required hereunder shall be issued by insurance companies satisfactory to CDOT.
A.M. Best Rating
All insurance companies providing policies obtained to satisfy the insurance requirements must have an A.M. Best rating of A-, VII or better.
- (g) The Contractor shall provide certificates showing insurance coverage required by this contract to CDOT prior to execution of the contract. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver CDOT certificates of insurance evidencing renewals thereof. At any time during the term of this contract, CDOT may request in writing, and the Contractor shall thereupon within ten (10) days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section.
- (h) Notwithstanding subsection 107.15(a), if the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the Contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Contractor shall show proof of such insurance satisfactory to CDOT. Public entity Contractors are not required to name CDOT as an Additional Insured.
- (i) When the Contractor requires a subcontractor to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated above, for the Contractor, except for the Commercial General Liability and Automobile Liability and the subcontractor shall provide an Additional Insured endorsement for such coverage. Those that qualify as needing Professional Liability Insurance in terms of any design work shall provide such coverage as provided for in (4) above.
- (j) CDOT will provide the following lines of Insurance coverage for this project in a CDOT sponsored Owner Controlled Insurance Program (OCIP):

INTRODUCTIONS / DEFINITIONS

Capitalized terms not otherwise defined in this Exhibit shall have the meanings assigned to them in the Contract.

Contractor: meaning the set forth in the first page of Book 1. Contractor refers to any person or entity awarded a Contract with CDOT to provide construction services for the Project.

Enrolled Contractor or Subcontractor: means the Contractor and any other Subcontractors enrolled in the OCIP as outline in the Project Insurance Manual published by the CDOT Project OCIP Administrator.

Insurance Representative and Project OCIP Administrator: means the entity or individual designated by CDOT to represent its interest in the OCIP through the coordination of enrollment, claims and other OCIP activities, as well as monitoring for compliance to OCIP policies, procedures and guidelines.

Owner: means the Colorado Department of Transportation (CDOT), a body corporate and political subdivision of the State of Colorado.

Owner Controlled Insurance Program (OCIP): means an insurance delivery method that includes enrolled Contractors and Subcontractors on the Project in an Owner sponsored insurance program including Workers Compensation, Commercial General and Excess Liability, Contractors Pollution Liability, and Builders Risk Insurance, and such other coverage as the Owner may in writing specifically include in the OCIP.

Project Site: means the physical location of Work to be performed on the Project as described in the Contract, as well as areas adjacent to the Work necessary for performance of the Work as included in the OCIP.

Subcontractor: means any Person with whom the Contractor has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier, performing Work at the Project Site.

Work: means all activities required to be performed by Contractor, Project Contractors and their Subcontractors to fulfill their obligations under the Contract.

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

The Project will be subject to an Owner Controlled Insurance Program ("OCIP"). The Colorado Department of Transportation (CDOT) otherwise referred to as the "Owner", acting directly or through its authorized designee will provide coverage for insurance under an OCIP.

Prior to commencement of the Work, Owner, at its sole cost, will secure and thereafter, except as otherwise provided herein, maintain at all times during the performance of this Contract, the insurance specified herein, with Owner, Contractor, Enrolled Project Contractors, and such other persons or interests as Owner may designate as insured parties, with limits not less than those specified below for each coverage.

Owner provided Insurance will apply only to Project Contractors who have completed the enrollment process, complied with the insurance requirements herein, and received notification of enrollment from the Project OCIP Administrator. Owner may require exclusion of any Subcontractor from the OCIP at the Owner's sole discretion. If a Subcontractor should be excluded from the OCIP at the Owner's discretion, then the cost of insurance may be equitably adjusted for the purchase separate insurance.

(1)

(1) Commercial General Liability- add CG 12/07

Policy Limits:

\$2,000,000 per Occurrence for Bodily Injury and Property Damage

\$4,000,000 General Aggregate

\$4,000,000 Completed Operations Aggregate

The Policy limits are shared by all Project Contractors enrolled in the OCIP.

Policy Exclusions – Examples could include, but are not limited to:

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusions:

Expected or Intended Injury

Contractual Liability

Liquor Liability

Workers' Compensation and Similar Laws
Employer's Liability
Pollution
Aircraft, Auto or Watercraft
Mobile Equipment
War
Damage to Property – modified or deleted by endorsement
Damage to Your Product - modified or deleted by endorsement
Damage to Your Work - modified or deleted by endorsement
Damage to Impaired Property or Property Not Physically Injured
Recall of Products, Work or Impaired Property
Personal and Advertising Injury
Electronic Data

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

Exclusions:

Knowing Violation of Rights of Another
Material Published with Knowledge of Falsity
Material Published Prior to Policy Period
Criminal Acts
Contractual Liability
Breach of Contract
Quality or Performance of Goods – Failure to Conform to Statements
Wrong Description of Prices
Infringement of Copyright, Patent, Trademark or Trade Secret
Insured's in Media and Internet Type Businesses
Electronic Chatrooms or Bulletin Boards
Distribution of Material in Violation of Statutes
Unauthorized Use of Another's Name or Product
Pollution-Related
War

COVERAGE C MEDICAL PAYMENTS

Exclusions:

Any Insured
Hired Person
Injury on Normally Occupied Premises
Workers Compensation and Similar Laws
Athletics Activities
Products-Completed Operations Hazard
Coverage A Exclusions

Additional Policy Endorsements:

Advertisement Redefined – LC 29 08 10 11
Blanket Additional Insured – LN 20 01 06 05
Bodily Injury Redefined – LC 29 09 10 11
Bodily Injury to Co-Employees Coverage – LC 04 04 06 05
Broad Form Named Insured – LN 99 05 07 05
Broadened Damage to Premises Rented to You Coverage – LC 04 27 10 11
Commercial General Liability Coverage Form (Occurrence Version) – CG 00 01 12 07
Common Policy Conditions – IL 00 17 11 98
Composite Rate Endorsement – LC 99 12 06 05
Coverage Territory Redefined – LC 29 01 06 05
Earlier Notice of Cancellation Provided By Us – CG 02 24 10 93 – (60 Days/10 Days for nonpayment)
Joint and Several Amendment LC 99 28 08 09

Joint Defense Endorsement LC 22 02 08 09
Knowledge of Occurrence – LC 99 02 06 07
Mold and Mold Related Construction Defect LN 21 01 06 05
Non-Cumulation of Liability (Same Occurrence) – LC 25 13 08 08
Notice of Cancellation to Third Parties LIM 99 01 05 11 (30 Days NOC) Notice of Occurrence – LC 99 01 06 05
Nuclear Energy Liability Exclusion – IL 00 21
Per Project and Per Location Combined Aggregate Limits – With Optional Capped Limits Endorsement LG 3178 05 05 (Aggregate Limit Cap: \$20,000,000)
Personal and Advertising Injury Redefined- Definition of Publication – LC 29 04 08 08
Personal and Advertising Injury – Occurrence Redefined LC 29 06 08 08
Professional Health Care Services By Employees or Volunteer Workers Coverage – LC 04 02 10 11
Reasonable Force – LC 04 01 06 05
Repair Work Endorsement-Manuscript
Unintentional Failure to Disclose – LC 99 03 06 07
Waiver of Transfer of Rights of Recovery Against Others to Us – CG 24 04 05 09 – (Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss; Premium: TBD)
Wrap-Up Insurance Program – Amendment of Coverage LC 04 23 08 09 (Completed operations extension period: 8 years)

Additional Policy Exclusions:

Asbestos Exclusion – LC 21 01 06 05
Discrimination Exclusion – LC 21 04 06 05
Employment Related Practices Exclusion – CG 21 47 12 07
Exclusion – Contractors – Professional Liability CG 22 79 07 98
Exclusion – Fungi or Bacteria – CG 21 67 12 04
Exclusion – Mold And Mold Related Construction Defect LN 21 01 06 05
Fungi or Bacteria Exclusion – CG 21 67 12 04
Lead Exclusion – LC 21 06 06 07
Nuclear Energy Liability Exclusion – IL 00 21
Recording and Distribution of Material or Information in Violation of Law Exclusion – CG 00 68 05 09
Silica Exclusion – LC 21 02 06 05
Total Pollution Exclusion – CG 21 49 09 99

Standard Insurance Service Office Commercial General Liability Insurance policy or equivalent, including Bodily Injury, Property Damage, Personal Injury and Completed Operations covering operations at the Project Site for Project Contractors shall be provided. An eight-year extension of the Completed Operations Liability coverage for the Colorado Statute of Repose and the Statute of Limitations will begin upon the earlier of expiration of the OCIP policy, Substantial Completion of the Project, or the completion of Work under Contract. This insurance will not extend to products liability coverage for any product manufactured away from the Project Site. The OCIP will be primary and non-contributory as it relates to coverage provided under the OCIP.

Contractor will be responsible for repayment of any deductible for Bodily Injury or Property damage up to \$10,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount.

To the extent losses covered and payable under the OCIP arise out of, or are the responsibility of the Contractor's subcontractors of any tier, Contractor may seek contribution from those subcontractors in an amount equal to the self-insured retention or deductible amount under the subcontractor's own conventional General Liability Insurance Policy in effect

at the time of enrollment into the OCIP, but in no case may the Contractor collectively collect more than the per occurrence deductible of \$10,000 for the occurrence which is the contractual responsibility of the Contractor.

The contractor shall estimate and report to CDOT the amount of money that would have been in their bid for Commercial General Liability Insurance on Form OCIP- B. The Contractor shall also show the amount of money remaining in their bid for Commercial General Liability for insuring items not included in the OCIP on Form OCIP- B.

(2) Umbrella or Excess Liability Insurance.

Policy limits:

\$100,000,000 Each Occurrence
\$100,000,000 Aggregate

Coverage is in excess of the primary Commercial General Liability and Employer's Liability. Such Excess Liability Insurance will be primary and non-contributory as to any other excess insurance the parties hereto may have in force. An eight-year extension (for the Statute of Repose and Limitations) of the Completed Operations Liability coverage is anticipated and will begin upon the earlier of expiration of the Commercial General Liability Policy or Substantial Completion of the Project, or the completion of Work under Contract. This insurance will not extend products liability coverage for any product manufactured away from the Project Site.

These limits may be satisfied in various combinations with an Umbrella or Excess policy.

The contractor shall estimate and report to CDOT the amount of money that would have been in their bid for Excess Liability Insurance on Form OCIP- B. The Contractor shall also show the amount of money remaining in their bid for Excess Liability for insuring items not included in the OCIP on Form OCIP-B.

(3) Builders Risk Insurance.

CDOT will procure, pay for, and maintain a builder's risk insurance policy, including coverage for in-transit and off-site storage, to protect the interests of the Insured's, including CDOT, Project Contractors and its subcontractors, against the risk of loss or damage to the Work during construction at the Project Site. Such policy will include a waiver of subrogation in favor of CDOT, CDOT's Engineer, Construction Manager, Contractors, and subcontractors.

Coverage will include all materials, supplies and equipment that are intended for specific installation in the Project while such materials, supplies and equipment are located at the Project Site, in transit or while temporarily located away from the Project Site for the purpose of storage at the risk of one of the insured parties, as agreed upon by the CDOT in writing in advance of such transit or storage.

POLICY COVERAGE FORM AND EXCLUSIONS [EXAMPLES]:

Commercial Inland Marine – Builders Risk Coverage Form

Endorsements:

Extra Expense Endorsement
Elite Property Enhancement: Builders Risk – sub limits apply
Builders Risk Warranties

Exclusions:

Government Action
Nuclear Hazard
War and Military Action
Ordinance or Law
Water – modified or deleted by endorsement
Mold Exclusion
Workmanship – Omission in, or faulty, inadequate or defective

Policy Coverage Extensions (sub limits may apply):

- Fire Department Service Charges
- Valuable Papers and Records
- Trees, Shrubs and Plants
- Debris Removal
- Pollutant Clean Up and Removal
- Flood
- Earth Movement

This insurance will not include any coverage for tools or clothing of workers or any tools, equipment, protective fencing, scaffolding, and equipment owned, rented or used by Contractor and used in the performance of the Work, or work performed at off-site fabrication facilities. Contractor shall waive any such rights of recovery from CDOT and/or the OCIP Policies.

Contractor shall be responsible for repayment of any deductible for Property Damage up to \$25,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount. Contractor may seek contribution from Subcontractor(s) responsible for the loss in an amount based on the contract value of the subcontractor represented below.

Total Contract Amount	Percent of deductible recovery
Subcontract value up to \$499,999	0 recovery
Subcontract value \$500,000 - \$999,999	50% recovery
Subcontract value greater than \$1,000,000	100% recovery

NOTE: The Builders Risk policy terms vary from policy to policy, and such insurance provided by the CDOT will be subject to such limits of liability, exclusions and deductibles as CDOT may negotiate in its discretion. Contractor is advised to consult the terms of the policy to ascertain its terms.

The Contractor shall not include in their bid amount insurance premiums for the primary coverage provided by CDOT for Builder's Risk Insurance as CDOT is providing this coverage.

(4) Contractor's Pollution Liability.

CDOT will procure, pay for and maintain Contractor's Pollution Liability insurance in the following limits:

- \$ 25,000,000 Per Claim
- \$ 25,000,000 Aggregate
- Claims Expenses (including Defense Costs) within limits.

Coverage will include Bodily Injury or Property Damage from a pollution event as defined within the policy form resulting from covered operations or completed operations of the Work performed at the Project Site.

Contractor shall be responsible for repayment of any deductible associated with the activities of the Contractor or their subcontractors up to \$25,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its Project Contractors and subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount. Contractor may seek contribution from Subcontractor(s) responsible for the loss in an amount based on the contract value of the subcontractor represented below.

Total Contract Amount	Percent of deductible recovery
Subcontract value up to \$499,999	0 recovery
Subcontract value \$500,000 - \$999,999	50% recovery
Subcontract value greater than \$1,000,000	100% recovery

The Contractor shall not included in their bid amount insurance premiums for the primary coverage provided by CDOT for Contractor's Pollution Liability Insurance as CDOT is providing this coverage.

(5) The OCIP and other insurance Contractor Obligations

- (i) CDOT provided Insurance shall not apply to vendors, manufacturers, suppliers, material dealers, haulers and/or independent haulers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project Site. Subcontractors providing on site hauling services with dedicated payroll will be considered eligible for enrollment at CDOT's discretion.
- (ii) The cost of the OCIP Insurance specified herein to be obtained by CDOT will be paid for by CDOT, and CDOT shall receive and pay, as the case may be, all adjustments in such costs, whether by way of dividends or audits, or otherwise. CDOT shall execute such instruments of assignment as may be necessary to permit CDOT to receive such adjustments and shall cause all Contractors covered by such insurance to do the same.
- (iii) CDOT will review the estimates reported on Insurance Worksheet Summary, Form OCIP- B and the submitted Insurance Calculation Worksheet(s), OCIP – S(1) for money which has been removed from their bid amounts in Section 2. In the event CDOT's estimate of total insurance cost differs from the total provided on the worksheet by more than 15% CDOT and the Contractor shall determine the cause of the difference and make appropriate modification to the CAP (contract amount) prior to the award and start of work on the project. These amounts are subject to final audit at the close of the project, CDOT understands that there may be multiple changes throughout the course of the project.
- (iv) The furnishing of insurance by CDOT shall in no way relieve, limit, or be construed to relieve Contractor or subcontractors of any responsibility or obligation whatsoever otherwise imposed by the Contract. CDOT assumes no obligation to provide insurance other than that specified herein. However, CDOT reserves the right to furnish additional insurance coverage of various types and limits.
- (v) The Contractor shall furnish a copy of this Revision of Section 107 to all subcontractors of every tier.
- (vi) Prior to commencement of operations at the Project Site, each Contractor shall complete a Contractor / subcontractor Application for enrollment into the OCIP and shall furnish and cause each of its subcontractors to furnish to the CDOT or its Insurance Representative estimates for the total construction values, and estimated WC Payrolls in connection with the Work. The Insurance Representative may request, and the Project Contractor shall comply with such request for copies of rate pages from their Workers Compensation, General and Excess Liability policies, or other insurance related information deemed necessary to effect and maintain coverage, and/or to assure that CDOT has received the appropriate reduction of the total insurance cost excluded from their Contract, including any markup thereon.
- (vii) Failure to comply with any of the above items will be considered noncompliance with the Contract and may result in remedial action, including withholding of payment, and/or removal of Contractor and/or subcontractor from the Project Site.
- (viii) Liability policies required of the Contractor and their subcontractors in this Revision of Section 107 shall, where prudently feasible, shall name CDOT and the Contractor and their, elected and appointed officials, directors, officers, employees, agents, representatives, and any additional entities as CDOT or Contractor may request, as Additional Insured. The Additional Insured Endorsement, equivalent to ISO form CG2010 (07/04) and CG2037 (07/04) edition(s),

shall state that the coverage provided to the Additional Insured is primary and non-contributory with respect to any other insurance available to the Additional Insured. Contractor is responsible to ensure to the best of its ability that those entering the Project Site location have evidence of, or hold, the appropriate insurance or that those visitors are escorted while at the Project. Exceptions may be granted where mutually agreed to in advance between CDOT and the Contractor.

- (ix) All policies of insurance required in this Revision of Section 107 shall be endorsed to provide that the insurance company shall provide written notice to CDOT at least 30 days prior to the effective date of any cancellation of such policies.
 - (x) All policies of insurance, as allowed by statute, that are in any way related to the Work, including those that are secured and maintained by consultants and subcontractors, shall include clauses providing that each underwriter shall waive all its rights of recovery under subrogation or otherwise, against CDOT, their Representative(s), Contractor and subcontractors.
 - (xi) Parties covered in this Revision of Section 107 shall cause to be furnished to CDOT and Contractor, or their Insurance Representative, certificates of insurance evidencing all insurance as required by this Contract. As and when CDOT or Contractor may direct, copies of the actual insurance policies or renewals or replacements thereof shall be submitted to CDOT or Contractor. All copies of policies, if any, and certificates of insurance submitted to CDOT shall be in form and content acceptable to CDOT or Contractor.
 - (xii) Nothing contained herein shall relieve Contractor, or its subcontractors of their obligations to exercise due care when performing any Work on the Project or to complete such Work in strict compliance with the Contract.
 - (xiii) By enrolling in the OCIP, the Contractor acknowledges that (A) the limits of OCIP provided insurance are shared by all insured parties under the OCIP for the Project, (B) CDOT and their affiliates of every tier disclaim any responsibility whatsoever for the availability, adequacy or exhaustion of the limits of the OCIP, the present or future solvency of any OCIP insurers, or any claims or disputes by, between, or among CDOT and any Contractor and any subcontractor, or any tier, and any of the OCIP insurance carriers.
 - (xiv) Any type of insurance or increase in limits not described herein which Contractor requires for its own protection or as a result of any applicable law shall be its own responsibility and expense.
- (m) The Contractor and subcontractors are required to carry insurance coverages and limits listed below outside the OCIP which must be the same limits listed in (a) for the Contractor and for the subcontractor.
- Workers' Compensation
 - Employer Liability
 - Commercial General Liability - Off-site work and exposures
 - Automobile Liability – at all times
 - Umbrella or Excess Liability - Off-site work and exposures

All other insurance in Section (a) shall continue to be carried as required.

- (n) CDOT will provide a Project Insurance Manual (PIM) that gives further detail on insurance and how to enroll in the OCIP. The PIM is hereby included in the Contract by reference.
- (o) General Additional Safety Requirements
The Contractors and subcontractors shall within their own site specific Safety Requirements or Manuals, ensure compliance has been met with the following Safety Requirements, which are incorporated in the Contract Documents.

The Contractor shall take all necessary precautions to protect the safety and health of the Project Site and is ultimately responsible to establish and maintain a written Contractor Safety Program (CSP) for the Work. The Contractor shall establish administrative and technical means for the mitigation of risk, response to incidents, and recovery/restoration to normal operations at the Project Site. The Program shall include development of a site safety culture which supports, "best practices" for accident prevention, job specific hazard recognition and planning, training, reporting, management oversight, and implementation.

All costs, penalties, and expenses of complying with the requirements of these Safety Requirements shall be included as part of the cost of the Contract. The Contractor shall notify CDOT promptly, in writing, if a charge of non-compliance has been filed against the Contractor, or any subcontractor, in connection with its performance of the Work.

The developed CSP shall apply in all phases of the Work. The objective of the program is to eliminate or control accident risks to personnel, associated management, subcontractors, equipment, facilities, general public, and environment. Required activities include hazard identification & analysis, planning, management, dedicated resources, auditing conformance, training, communicating results and documentation.

Additionally, clear and open partnering and communications relative to the safety program between the Contractor, subcontractors and CDOT's Representatives is a key component in effectively implementing and assuring conformance.

The Contractor is solely responsible for health and safety and shall perform the Work in a safe and environmentally acceptable manner; this includes all of its subcontractors.

(1) Safety Criteria

Notice of Correction of other unsafe conditions will be conveyed in writing within 24 hours after receiving written notice from CDOT or CDOT's Safety Representative of unsafe work. Lost time and lost productivity associated with this or any safety violation will be at the sole cost of the Contractor or the subcontractor without additional compensation.

(2) Contractor Site Safety Management

Each subcontractor is required to name an individual on its payroll as a Safety Representative (SR). These SRs are not required to be full-time safety representatives. The subcontractors are required to name an individual(s) who has the experience, ability and authorization to act on the subcontractor's behalf in matters of safety on the Project.

If at any time any subcontractor is performing one or more contracts and has fifty (50) or more employees on site for a period of 2) consecutive workdays, including cumulative workdays under multiple contracts ("high employment"), such subcontractor Shall have a full-time qualified safety representative on the job site to ensure the safety of its operations during the period of such high employment.

The Contractor shall administer any job-site safety recognition incentive program developed for the site in an effort to maintain a safety-conscious workforce at the site.

(3) OCIP Required Contractor Site Safety Requirements:

- (i) The Contractors Safety Program shall conform to all aspects of this Section and be consistent with the requirements herein and the CDOT Required Contractor's Safety Management Plan.
- (ii) The Contractor shall conduct a project/site safety orientation for all Contractor & subcontractor employees prior to their working on the Project Site; including orientation for all full time project oversight and management personnel. Upon completion of the orientation, a uniquely project identifiable hard-hat decal shall be provided to each worker.

The safety orientation (at a minimum) shall include the following:

- (A) A description of the extent and nature of the Project.
- (B) A description of any hazards that can typically be expected during the course of work, and means and methods for avoiding or protecting oneself.
- (C) Required work practices, job conduct, and accident reporting procedures.
- (D) Any other general information to acquaint the employee with special work and safety requirements at the Site.

(iii) The Contractors and subcontractors shall be prohibited from use and possession of alcoholic beverages, drugs (other than prescription), carrying weapons or ammunition onto the site, or using or carrying weapons while performing work on the Project's behalf, or attending Project sponsored activities. Contractor, at its own expense and with the approval of CDOT, shall adopt a policy of a drug free work site on the Project, which at a minimum shall include pre-employment, reasonable suspicion and post-accident drug testing. Contractor, at its discretion, may include "for cause" and "random" testing if consistent best practices are applied. Contractor shall require all subcontractors to maintain reasonable, similar drug testing policies and programs.

The Contractor shall require all workers to demonstrate a negative drug test before attending a Project Safety Orientation, and performing any work on an CDOT OCIP Sponsored Project. Previous drug test results from an accredited facility done within forty-five (45) days will be acceptable. Any employee who has not worked on a CDOT OCIP Sponsored Project during the last 12 months must retest and go through a new Project Safety Orientation as provided by the Contractor.

- (iv) Current crane certification for each crane is required and must be on file at the jobsite.
- (v) The Contractors safety enforcement activities shall be documented and/or logged and provided to the CDOT's Safety Representative upon request (without any personnel privacy sensitive information) and this information shall be on file at the jobsite.
- (vi) Include Personal Protective Equipment (PPE) requirements and policy.
 - (A) 100 percent fall protection at working surfaces above 6ft without review and authorization from OCIP Safety Manager
 - (B) 100 percent eye protection with side shields required.
 - (C) 100 percent wearing of heavy-duty work boots/shoes required.
 - (D) 100 percent wearing of hardhats required.
 - (E) 100 percent wearing of shirt & long pants (no shorts).
 - (F) 100 percent wearing of high visibility vest or clothing.
 - (G) Hearing protection as required.

(4) OCIP Required Reporting

- (i) Accident Reporting. The Contractor shall provide timely verbal notification and a written report to CDOT's Representative, and CDOT's Safety Representative of any and all accidents/incidents whatsoever arising out of or in connection with the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage; and or had a serious potential for same. Verbal notification to the CDOT shall be immediate and under no circumstance shall notification exceed one hour from time of occurrence. Verbal notification shall include date and time,

location, brief description, extent of property damage, and extent of injuries. A preliminary written accident report shall be furnished to the CDOT's Representative and CDOT's Safety Representative within 24 hours of the occurrence; final is due within 10 working days.

(ii) Monthly Accident/Incident Summary Reports. The Contractor shall provide a written Monthly Accident/Incident Safety Performance Summary Report for losses under their Contract to the CDOT within seven Days of the last day of the month. The report shall include the following minimum information:

(A) A summary, current year for all accidents/incidents that relate to the insurance lines covered by this OCIP – all Project Contractors / subcontractors.

(B)

(B) Summary of accident data by Contractor and subcontractor.

(C) Summary of Property Damage, including Utility Damage incidents.

(D) Status update of any project required corrective actions.

(5) OCIP REQUIRED CONTRACTOR SAFETY MANAGEMENT PLANS / DOCUMENTS

(i) Job Task Hazard Analysis Program.

All work activities shall have a written job/task/activity Hazard Analysis (HA) associated with it appropriate for the hazards, scope, and/or complexity of the work. At a minimum this HA will cover the steps, hazards, and mitigation, required to perform the work safely.

(ii) Project Hazard Communication Plan

(iii) Project Utility Management Plan, locates, accidental damage prevention, and incident reporting/correcting, policies, procedures, and practices.

The Contractor shall have an adequate utility locate, protect, and emergency response program. Any utility strike will be reported to CDOT immediately, investigation and lessons learned follow-up reporting performed, and related program performance measures provided. In addition, no corrections and/or repairs will be re-covered or otherwise made inaccessible until CDOT's Representative or designee has had the opportunity to review.

(iv) Project Water Intrusion Prevention and Mitigation Program

(v) Project Emergency Response Plan

(vi) Project Security Plan

Special consideration and concern shall be given to the storage/protection of highly valuable (i.e., copper), finished product and/or critical materials/equipment to be protected from theft and/or vandalism.