



EXHIBIT D.1
CCIP Insurance Requirements
Revised: 5/14/20

XL Construction has elected to implement a Contractor Controlled Insurance Program ("CCIP") to furnish Workers' Compensation, Commercial General Liability, and Excess Liability coverage for XL and all Eligible subcontractors and their subcontractors of any tier while working on this project. All subcontractors, sub-subcontractors, and vendors performing work at the site must participate, with the exception of a few select trades that are specifically excluded from the program. In addition, all subcontractors are still required to provide all other insurance, not included in the CCIP, and as required per XL Construction's Exhibit D – Insurance Requirements. Please refer the CCIP manual and other program documents included herein for additional program information.

A. CCIP Attachments and Exhibits

The following documents define the subcontract requirements for the CCIP:

1. Exhibit D.1 – CCIP Insurance Requirements
2. **Exhibit D.1, Form 1A – CCIP Insurance Credit Estimate and Vendor Listing**
3. Exhibit D.2 – CCIP Insurance Manual, prepared by Arthur J. Gallagher & Co.

B. Instructions to Bidders

Subcontractors shall submit a bid that "includes" all costs for insurance coverages, as described in Exhibit D. The Subcontractor shall also identify to Contractor the "cost of insurance" the Subcontractor and their lower tier subcontractors "would have paid" to provide their own Workers' Compensation, Commercial General Liability, and Excess Liability coverage now covered by the CCIP. Essentially each Subcontractor is giving a credit towards the CCIP Insurance being provided to each eligible Subcontractor and lower tier Subcontractors.

To identify the cost of insurance, the **Subcontractor and each of its lower-tier subcontractors (or Subcontractor estimates insurance costs for their lower tier subcontractors) shall complete the attached Form 1A (Insurance Cost Worksheet)**. Successful Bidders will be required to furnish Insurance Policy information to the CCIP Administrator to validate the estimate number furnished with their bid.

Eligible Subcontractors are those Subcontractors or suppliers providing direct labor on the project site. Ineligible Subcontractors include but are not limited to: structural demolition, hazardous material abatement, consultants, suppliers not providing direct labor on the project site, vendors, materials dealers, guard services, janitorial services, truckers and any other Subcontractor or lower tier subcontractor deemed ineligible by Contractor.

The coverages under this program do not include all insurance needed by the Subcontractor and its Subcontractors of any tier. For example, Workers' Compensation, and General Liability CCIP coverages apply only to the operations of and for each Insured at the Project Site. They do not apply to Automobile, Professional, and Pollution Liability. Independent truckers/haulers, abatement contractors, and structural demolition subcontractors will not be Insureds under the Program. It is your responsibility to familiarize yourself with ALL requirements and responsibilities associated with this project and XL's CCIP program.

If you are uncertain whether your firm will be a participant in this program, or wish confirmation of your eligibility, please contact XL Construction.

C. Rate and Declaration Pages - Verification of your Insurance Costs

Your, and your Subcontractors' Rate and Declarations pages are required from your Worker's Compensation and General Liability Policies to verify alternate insurance rates. For General liability and Excess Liability policies rated on a "FLAT" basis, or if subcontractor's General Liability or Excess Liability Rate is unable to be verified, a standard 2% of your contract value will be used to calculate your insurance cost credit for the coverages provided to you under this program. The enrollment forms must be completed and submitted to Gallagher before any on-site work can begin.

Subcontractor must disclose all deductible and/or SIR amounts for each insurance policy. Deductible rates will be honored only when proper loss pick rate and loss adjustment expense documentation are provided. This documentation must be presented on an insurance carrier letterhead. Corporate or internal loss picks and Insurance broker loss picks are not acceptable.

Failure to comply with enrollment requirements or provide payroll reports will result in a 2% charge against your contact value until compliant.

Subcontractor agrees that Contractor has the right to audit Subcontractor's relevant financial records to verify Subcontractor's compliance with this section.

D. Insurance CCIP Deductibles

1. General Liability Deductibles: For each contractor per occurrence

Subcontractor shall be responsible for the first **\$25,000** of any General Liability losses within the deductible amount for such insurance to the extent such loss results from the fault or neglect of the Subcontractor, a subcontractor of any tier, or someone for whom either may be responsible. It is your responsibility to familiarize yourself with the requirements and responsibilities associated with losses and the assessment of deductibles associated with losses under this program.

2. Worker's Compensation Deductible: For each contractor per occurrence

Subcontractor shall be responsible for the first **\$0** of any Worker's Compensation losses within the deductible amount for such insurance. It is your responsibility to familiarize yourself with the requirements and responsibilities associated with losses and the assessment of deductibles associated with losses under this program.

E. Frequently Asked Questions (FAQ)

The following FAQ's are provided for information to assist you in generally understanding the CCIP program and its administration. If conflicts exist with Exhibit D.2, or the balance of this Exhibit D.1, then those documents shall govern.

What is a CCIP?

XL's CCIP is an Insurance policy that provides Commercial General Liability and Workers Compensation coverage for XL and all enrolled subcontractors of any tier while working on XL's CCIP projects.

What are the major benefits of this program?

- o Insurer strong financial rating
- o Uniformity of coverage terms and conditions
- o Less Administrative Burden – No Primary Additional Insured Endorsement requirements.
- o Insurance costs will not increase for subcontractors, XL, or Owner during the project
- o Reduces coverage disputes, litigation and subrogation
- o Immediate Insurer response for subcontractors' accidents
- o One Insurer for all completed operations claims

What coverages are provided?

The CCIP provides General Liability/Excess Liability coverage with \$54M of limits per project during construction, and a separate \$54M of completed operations limit per project for up to a 10 Year period following project completion. The CCIP also provides Workers Compensation coverage for on-site labor and operations.

What coverages are not provided?

All other coverages including, but not limited to, automobile, equipment, builder's risk, pollution, and professional liability.

Do Subcontractors share in the \$52 Million limit or is the limit per subcontractor?

Limits apply to XL and all subcontractors per project with one \$54 Million general aggregate and a \$54 Million limit for products/completed operations.

Who is a Named Insured?

XL and all subcontractors of any tier will be Name Insured. Each enrolled subcontractor will receive a Certificate of Insurance showing the specific job being insured.

Who is an Additional Insured?

Project Owners will be added as Additional Insureds on a Primary basis.

Can a Subcontractor "opt out" of this Program?

This program is mandatory for all subcontractors of any tier. However, it will not be extended to environmental subcontractors, subcontractors working under a Professional Services Agreement (PSA), Construction Staking and Surveying Agreement, or other similar professional services only agreement. Design Build Subcontractors and their outside design consultants will be included for CCIP coverages only. Haulers, Structural Demolition, and Abatement subcontractors will not be included.

How are Subcontractors Enrolled in the CCIP?

All subcontractors and lower tier subcontractors must complete a simple enrollment form via the CCIP Administration system. Each subcontractor will receive a Certificate of Insurance listing them as a Named Insured and specifying the job name and XL's project number.

Is my EMR effected by an injury on a CCIP job? What about my loss experience?

Subcontractor's Experience Modification Rating will be impacted by any Workers Compensation losses subcontractor has on CCIP projects. Subcontractor's loss experience is not impacted.

Who pays the premium? Will Subcontractors be asked for bid deducts?

XL pays the premiums. Subcontractors of all tiers are being asked to bid including all insurance costs. Subcontractor will credit to XL the cost of the CCIP provided insurance coverages. The credit will be for the costs subcontractor would have paid for CCIP coverages had no CCIP existed. XL will ask you to identify the cost of your insurance. It is up to each individual subcontractor to discuss this program with its own insurance broker or insurance company to determine if you might be eligible for credits from your own insurer.

Are there any additional administrative costs for subcontractors?

There should be no additional administrative costs for you. Any administrative costs you deem reasonable should be included as a cost of your work.

Is there a charge to the subcontractor(s) which has a loss?

Yes. XL will assess a \$25,000 charge to the subcontractor(s) which has a claim asserted against it for General Liability claims. This charge will be equally divided among all subcontractors involved in the claim. There is no charge for workers compensation losses.

Who determines the liability to the subcontractor for the \$25,000 claim charge?

XL will make that determination based on the cause(s) of loss and who was involved. This charge will be handled as a deduction to the subcontract.

Will XL's Subcontract be modified to reflect the existence of this Program?

Yes. Exhibit D-1 outlines the CCIP in the subcontract. Exhibit D-2, the CCIP Manual, also becomes part of the subcontract.

Can this program be cancelled in the middle of a project?

The policy is intended to insure each job through construction and for up to 10 years thereafter.

How will claims be handled?

Claims will be reported to XL's CCIP manager as required by this Manual. The insurer has dedicated claims units and adjusters with construction experience will handle the claims, as does the CCIP broker.

Who will be our claim advocate?

Gallagher Construction Services maintain full service claims departments experienced in handling construction related claims. Our claim professionals will assist you with any claims related questions.

Do Subcontractors need to evidence off-site coverages?

Yes. XL will still require Certificates of Insurance for Workers' Compensation, Automobile, and off-site General Liability coverages as required by subcontract.

DISCLAIMER - This is a summary of the XL CCIP Program only. It does not change, alter or modify the policy terms and conditions in any way. Actual policy forms and Endorsements are available upon request.

F. Additional Subcontract CCIP Terms and Conditions

1. CONTRACTOR-PROVIDED INSURANCE

- a. CCIP. Contractor has implemented a Contractor Controlled Insurance Program ("CCIP") that will provide on-site Workers Compensation, General Liability, Excess Liability for enrolled Contractors of every tier providing direct labor on the Project. The insurance included in the CCIP is generally described in the CCIP Manual, Exhibit D-2. Subcontractor shall be enrolled in the CCIP Program prior to commencing any Work. No type of insurance other than that set forth in the CCIP Manual is furnished by Contractor for the benefit of Subcontractor. All eligible and enrolled Subcontractors shall comply with this Exhibit. All eligible and enrolled Subcontractors of every tier shall specifically incorporate by reference this Exhibit into all subcontracts and shall cause its Subcontractors to comply with the same respect to all Sub-Tiered Contractors.

While the CCIP Program is intended to provide coverage, the CCIP Program is not intended to meet all the insurance needs of the Subcontractors. The CCIP Program does not provide coverage for Automobile Liability, Equipment or Installation Floaters, or Professional Liability. This is not an exhaustive list of the coverage not provided. In addition to any insurance provided by the Owner, eligible Subcontractors of every tier and ineligible contractors shall be responsible for providing certain insurance as specified herein. Eligible Subcontractors should discuss the CCIP Program with their insurance agent and/or legal counsel to assure that other proper coverage is maintained. Additionally, nothing shall be construed as implying that any coverage(s) will be provided by the Contractor or Owner other than as outlined in the actual CCIP insurance policies.

- b. Contractor Policies and Procedures. By executing this addendum, Subcontractor represents and warrants that it has reviewed and agrees to the terms in the Contractor's CCIP Manual and other CCIP documents provided.
- c. Subcontractor represents that it has reviewed the same and any other Contractor policies and procedures otherwise provided by Contractor to Subcontractor, has asked questions and received answers with respect to such policies as needed, and has fully read and understands all such policies and procedures. Subcontractor agrees to provide the Subcontractor work in compliance with such policies and procedures. Subcontractor agrees to print and maintain copies of all such policies and procedures in its main office and educate its employees and all sub-subcontractors regarding the requirements set forth therein.

- d. Coverage. The description of coverages set forth in the CCIP Manual is for informational purposes only; the specific terms and conditions or coverage are set forth in the respective insurance policies comprising the CCIP which shall control the rights and obligations of the "insured" parties in the CCIP. Subcontractor has the responsibility to review and obtain appropriate insurance and legal counsel regarding the CCIP. Contractor makes no representations regarding the nature, quality or limits of the CCIP and Subcontractor expressly acknowledges the lack of reliance upon any representations made by Contractor or its representatives regarding the nature, quality or limits of insurance provided by the CCIP. Subcontractor shall hold Contractor and its representatives, including, but not limited to, insurance brokers and/or agents, risk managers and attorneys, free and harmless from any and all claims asserting or alleging that the type and/or amount of coverage provided under the CCIP is inadequate or insufficient. The CCIP is intended to be the primary source of coverage for the risks covered and shall assume primary position to Subcontractor's insurance in the covered areas of risk. Any higher limits or other coverage that Subcontractor or its Sub-subcontractor's may be required by law to carry or may need for their protection shall be at their own expense.
- e. Covered Persons. The CCIP is for the benefit of Contractor and its Subcontractors of all tiers who have employees at the Project site and are enrolled in the CCIP, but only with respect to the Subcontractor Work performed at the Project site. The CCIP does not extend to the activities or products of suppliers, vendors, material dealers, haulers and transporters whose work location is at a location other than the Project site, or who are engaged solely in the loading, unloading, stocking, testing or hauling of equipment, supplies or materials at the Project site. If, however, such suppliers, vendors or materials dealers install their goods or contract with subcontractors to install their goods on the Project site, those employees or subcontractor's employees must be enrolled in the CCIP. The CCIP does not include fabrication, manufacturing or other operations away from the Project site. Any person providing professional services for a Project, and any abatement contractors, surveyors, and design and testing firms, are not covered by the CCIP. Such persons or entities are required to provide their own insurance. Notwithstanding the foregoing, Contractor reserves the right, in its sole discretion, to exclude any Subcontractor or Sub-subcontractor from the CCIP.
- f. Enrollment. Prior to providing any Subcontractor Work at the Project site, Subcontractor shall satisfy all requirements for enrollment in the CCIP, including completing and submitting to the CCIP administrator (as designated by Contractor from time to time, the "CCIP Administrator") the CCIP Enrollment Worksheets contemplated by the CCIP Manual (the "Enrollment Worksheet(s)"). Subcontractor shall be responsible to ensure that it and its Sub-subcontractors comply in all respects with the enrollment requirements for the CCIP before any onsite activities occur at the Project site. Subcontractor represents and warrants that the information provided in Enrollment Worksheets submitted to the CCIP Administrator is true, correct and complete in all respects. Upon the request of Contractor or the CCIP Administrator, Subcontractor shall provide copies of insurance records, policies, declaration pages of policies, insurance rating information, certificates of self-insurance, and such other documents as may be requested by the CCIP Administrator in order to assure the truth, accuracy and completeness of Subcontractor's insurance information and data. If these items are not timely furnished to the reasonable satisfaction of Contractor and the CCIP Administrator, the Subcontract Price shall be reduced by 2% to offset costs incurred by Contractor for Subcontractor's participation in the CCIP.

- g. Subcontract Price:
- i. Subcontractor represents and warrants that it has included in its bid for the Subcontractor Work, and will include in any Change Order for the Subcontractor Work, the cost of all insurance for both onsite and offsite work *as if the CCIP did not exist*. In consideration for the Contractor's agreement to include Subcontractor in the CCIP and pay the premiums for such coverage as provided in this Addendum, Subcontractor will pay Contractor a monthly amount equal to the cost of the insurance for onsite activities that Subcontractor would otherwise have paid for such coverage under subcontractor's insurance program. (the "Premium Credit"). The CCIP Administrator shall calculate the Premium Credit on a monthly basis based on payroll, labor hours, contract value, or any other method Contractor deems to be consistent with the rating basis of Contractor's own insurance policies.
 - ii. The CCIP Administrator will independently calculate the value of insurance premiums included within the Subcontractors' bid. Subcontractor agrees to promptly pay to Contractor the incremental amount of any increased insurance premiums imposed on Contractor as a result of said information, data and/or audit(s), and any approved change orders issued in connection with the Subcontractor Work.
- h. Audit Rights. Contractor, the CCIP Administrator and/or the CCIP insurance carriers) may, but are not required to, audit the records of Subcontractor and its Sub-subcontractors to confirm the truth, correctness and accuracy of the Enrollment Worksheet(s), payroll reports, and all referenced information and data. Contractor, the CCIP Administrator and insurance company(ies) and their respective representatives, may, among other things, use such information for the purpose of unit statistical filing by the insurer with the industry groups or other reporting agencies.
- i. Cooperation. Subcontractor and its Sub-subcontractors shall cooperate with Contractor and the CCIP Administrator with regard to CCIP administration and operation. Such obligation shall include, but not be limited to, the following:
- i. Complete and provide to the CCIP Administrator all forms and exposure information necessary to enroll in the CCIP. Subcontractor will be a CCIP participant upon completion of all enrollment requirements set forth in this Addendum and in the CCIP Manual;
 - ii. Provide certificates of insurance for coverage required of Subcontractor as required in the subcontract and customized via this Addendum;
 - iii. Notify Contractor in advance of its intent to award any contract to a Sub-subcontractor, and require any Sub-subcontractor providing any of the Subcontractor Work at the Project site to enroll in the CCIP. It is Contractor's intent to enroll in the CCIP all Subcontractors and Sub-subcontractors, other than those expressly excluded by the CCIP;
 - iv. Bind each of its respective Sub-subcontractors to the insurance, indemnity and hold harmless provisions of the Subcontract Documents, including the provisions of the CCIP;
 - v. Not violate or knowingly permit violation of any conditions of the CCIP policies or insurance, and at all times satisfy the requirements of the insurance companies issuing them;
 - vi. Comply with the applicable loss control (safety) and claim-reporting procedures;

- vii. Furnish to Contractor, the CCIP Administrator and Contractor's insurance carriers any additional information and documentation which may be required from time to time in connection with the issuance of any policies and renewal policies pursuant to the CCIP program; and
- viii. Promptly comply with the requirements, obligations and recommendations of Contractor, the CCIP Administrator or any insurance carrier, so that the CCIP may be properly administered and so that the Contractor's insurance carriers will continue to provide coverage under the CCIP.

If Subcontractor fails to comply with any such requirement, obligation or recommendation, or fails to submit information, data and documents as required Contractor in the CCIP Manual, Contractor may, in addition to its other rights and remedies, withhold any payments due the Subcontractor until such time as Subcontractor has remedied such failure.

- j. Claims. Should a claim against an entity enrolled in the CCIP be made by any third party that is covered by the CCIP, Contractor, in consultation with the insurance carriers, shall have unilateral authority and entitlement to select counsel to represent the insureds' interests. Subcontractor hereby waives any potential or actual conflict of interest in the selection of counsel by Contractor. Subcontractor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of or related to the Subcontractor Work and shall cooperate with Contractor, the CCIP Administrator and insurance carriers in the adjustment, settlement, arbitration or litigation of all said claims, including but not limited to providing light or modified duty for injured workers, appearances in arbitration or court proceedings and/or participating in settlement conferences as may be required.
- k. Application to Sub-subcontractors. Subcontractor agrees to include this Addendum and accompanying CCIP Manual, in their entirety, in any lower-tier subcontract executed by Subcontractor for any part of the Subcontractor Work and agree to enforce all requirements, obligations and recommendations as specified in this Addendum, including but not limited to the completion of all required and necessary CCIP enrollment forms, change order forms, insurance applications, prompt and full compliance with all audit requests, claim reporting and adjustment/settlement procedures and full participation in and compliance with safety, loss prevention and control programs implemented by or at the request of Contractor, the CCIP Administrator and insurance company(ies) or their respective representatives, and/or as required by any local, state or federal laws. Subcontractor is responsible for its Sub-subcontractors' compliance with the requirements of this Addendum and the CCIP Manual.
- l. Termination/Modification of CCIP. While it is the intent of Contractor to keep the CCIP in force throughout the performance of the Subcontractor Work, insurance marketplace conditions or other circumstances beyond Contractor's control, as determined by Contractor in its sole discretion, may require termination or modification of the CCIP. In such event, Contractor reserves the right to terminate or modify the CCIP or any portion thereof. To exercise this option, Contractor shall provide at least forty-five (45) days' advance written notice to Subcontractor and, at Contractor's option, will provide replacement coverage or will require Subcontractor to obtain replacement insurance coverage as required. If Contractor requires Subcontractor to obtain replacement insurance, Subcontractor and its Sub-subcontractors will be required to immediately obtain replacement insurance coverage and the reasonable actual auditable cost of such approved replacement insurance will be reimbursed by Contractor in addition to the Subcontract Price. Subcontractor shall submit to Contractor written evidence satisfactory to Contractor that such insurance is in force prior to the actual termination date of the CCIP.

- m. Liabilities and Obligations. The CCIP is not intended to and will not in any manner limit or qualify the duties, liabilities and obligations assumed by Subcontractor under the Subcontract Documents. Losses and claims against Subcontractor that are within the deductibles, in excess of the policy limits, or excluded from the insurance policies described in the CCIP are for the account of Subcontractor.
- n. Indemnity – Paragraph 14 of the standard Exhibit B is amended to the following, To the fullest extent permitted under the law of the State of California, the Subcontractor shall indemnify and hold harmless Contractor, Owner, other Contractors and Subcontractors of every tier enrolled in the CCIP, provided that under no circumstances shall the Subcontractor be required to indemnify and hold harmless Indemnitees from Claims to the extent the CCIP provides defense and indemnity for such Claims. Further Subcontractor hereby waives any Claims against Indemnitees and other enrolled subcontractors on the Project to the extent the CCIP has provided indemnity for such Claims, and hereby covenants not to bring any claim or action against Indemnitees for Claims that may be covered by the CCIP until after it has been finally determined that there is no CCIP coverage for the Claim, any other entities required to be indemnified by Contractor under the Contract Documents, the officers, directors, partners, parent or subsidiary or related entities, agents and employees of any of them (collectively referred to as “Indemnities” and individually referred to as “Indemnitee”), from and against claims, damages, liabilities, losses and expenses (“Claims”), including but not limited to attorney’s fees and expert’s fees, arising out of or resulting from performance of the Subcontractor’s Work under this Subcontract. Without limitation, “damages” include personal injury, including, but not limited to, bodily injury, economic loss, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Subcontractor, Contractor, Owner, or any other subcontractor, or any person, damage to Contractor’s property or equipment, or other damages of any kind.

It is expressly acknowledged that the foregoing indemnities shall apply despite any acts or omissions, misconduct or negligent conduct, on the part of Contractor, Owner or other Indemnities; except that the duty to indemnify or hold harmless a particular Indemnitee shall not be applicable to any claim, damages, liabilities, losses or expenses to the extent that the Claims arise out of, pertain to, or relate to the active negligence or willful misconduct of the Contractor, or its other agents, other servants, or other independent contractors who are responsible to the Contractor, or for defects in design furnished by those entities, or to the extent that Claims do not arise out of the scope of the Subcontractor’s Work under this Agreement.

The defense or indemnification obligations under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits of any insurance available to Subcontractor including, any damages, compensation or benefits payable by or for the Subcontractor under Workers Compensation acts, disability benefit acts or other employee benefit acts. This indemnification shall extend to claims occurring after this Subcontract is terminated as well as while it is in force.

2. SUBCONTRACTOR-FURNISHED INSURANCE FOR ALL ENROLLED SUBCONTRACTORS

Notwithstanding the CCIP, prior to the start of the Subcontractor Work, each Subcontractor who is enrolled in the CCIP shall, at its sole cost and expense and without limiting its obligations or liabilities under the Subcontract Documents, obtain and maintain in effect, and provide evidence to Contractor that the same is in effect, the minimum insurance coverages, terms, riders and amendments set forth in the Exhibit D insurance section of the Subcontract, with an insurance company or companies licensed to do business as required by Applicable Law and otherwise acceptable to Contractor. Contractor may withhold progress payments if these insurance requirements are not met. Such insurance shall have annually renewing minimum policy limits and terms required by *Exhibit D*. If additional insurance coverage or greater policy limits are required by the Prime Contract or the Work Authorization Notice, Subcontractor shall provide such additional coverage or greater policy limits.

3. SUBCONTRACTOR-FURNISHED INSURANCE FOR NON-ENROLLED SUBCONTRACTORS

Notwithstanding the CCIP, prior to the start of the Subcontractor Work, each Subcontractor who is not enrolled in the CCIP shall, at its sole cost and expense and without limiting its obligations or liabilities under the Subcontract Documents, obtain and maintain in effect, and provide evidence to Contractor that the same is in effect, the minimum insurance coverages, terms, riders and amendments set forth in Exhibit D, with an insurance company or companies licensed to do business as required by Applicable Law and otherwise acceptable to Contractor. Contractor may withhold progress payments if these insurance requirements are not met. Such insurance shall have annually renewing minimum policy limits and terms required by *the Subcontract Insurance sections*. If additional insurance coverage or greater policy limits are required by the Prime Contract or the Work Authorization Notice, Subcontractor shall provide such additional coverage or greater policy limits.

4. GENERAL PROVISIONS

All other requirements remain as stated in Exhibit D to the subcontract.

IN WITNESS WHEREOF, the parties have entered into this Addendum as of the ___ day of _____, 20___ intending to be legally bound and acknowledging and agreeing that except as expressly modified by this Exhibit, the terms and conditions of the Subcontract Documents remain in full force and effect.

"SUBCONTRACTOR":

Signature: _____

Printed Name: _____

Title: _____

Date: _____

"CONTRACTOR"

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Exhibit D.1 - Form 1A – CCIP Insurance Credit Estimate and Vendor Listing
Revised: 5/14/20

Subcontractors shall include all insurance as required by XL Construction's Exhibit D – Insurance Requirements in their base bid (i.e. the Base Bid is a gross price with all required insurance, as if a CCIP was not in place). Actual CCIP insurance credits will be audited and applied as described in Exhibit D.1 and Exhibit D.2. However, for estimate purposes only, the following shall be provided with the subcontractor's bid:

Estimated Contract Value: **\$0**

Line of Insurance	Rate (%)	Cost (\$)
General Liability	0.000%	\$0
Excess Liability / Umbrella	0.000%	\$0
Total	0.000%	\$0

Estimated Payroll: **\$0**

Workers Compensation	Rate (%)	Cost (\$)
Class Code	0.000%	\$0
Class Code	0.000%	\$0
Class Code	0.000%	\$0
Class Code	0.000%	\$0
Total		\$0

Ex-Mod: _____

In addition, while actual sub-subcontractors and lower tier vendors may vary, the following lower tier vendors are assumed at the time of bid:

1. Firm Name: _____ Trade: _____
2. Firm Name: _____ Trade: _____
3. Firm Name: _____ Trade: _____
4. Firm Name: _____ Trade: _____
5. Firm Name: _____ Trade: _____
6. Firm Name: _____ Trade: _____
7. Firm Name: _____ Trade: _____

I hereby warrant that this worksheet accurately reflects the total projected insurance costs (for bidder and all subcontractors associated with this work) that would apply if my regular insurance program were to provide coverage for this work. **Attached are the worksheets for the sub-subcontractors associated with this work.**

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Contractor Controlled Insurance Program (CCIP) Insurance Manual

Exhibit D.2
Rev 5/14/20

XXXX Project
Project Number: XXXX

IMPORTANT: When enrolling online insert Project Number above!!

Gallagher Construction Services



Insurance | Risk Management | Consulting

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An Introduction to the CCIP Program

This manual outlines the details and instructions for all parties for this Contractor Controlled Insurance Program (“CCIP). It provides Commercial General Liability, Excess Liability, and Workers Compensation coverage for the Contractor, General Contractor. (“GC”) and all enrolled subcontractors of any tier while working on this project.

Major benefits

- Uniformity of coverage terms and conditions
- Reduced Administrative burden
- Insurance costs will not increase for subcontractors during the project
- Reduces coverage disputes, litigation and subrogation
- Immediate Insurer response for subcontractors’ accidents
- One Insurer for all completed operations claims
- Project Specific Limits of Liability

Coverage provided

General Liability and Umbrella Liability Insurance

The CCIP program provides \$54,000,000 of liability limits during construction, and a separate \$54,000,000 completed operations limit during for the State Statute of Repose or 10 years following substantial completion, whichever is less. Limits apply to General Contractor and all subcontractors with one \$54,000,000 general aggregate and a \$54,000,000 limit for products/completed operations.

Workers Compensation Insurance:

Statutory limits, with Coverage B - Employer's Liability limits of:

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

Subcontractor Enrollment

All subcontractors and lower tier subcontractors MUST enroll online through the Arthur J. Gallagher Contractor Portal <http://ajg.vuewrapup.com/contractorportal>. Each subcontractor will receive a Certificate of Insurance listing them as a Named Insured and specifying the job name and General Contractor project number. This program is mandatory for all subcontractors of any tier. However, it will not be extended to environmental subcontractors, subcontractors working under a Professional Services Agreement (PSA), Construction Staking and Surveying Agreement, or other similar professional services only agreement. Failure to comply with enrollment requirement may result in a 3.25% charge against your contract value until compliant.

Subcontractor Bid Deduction

Subcontractors will **include** in their bids their normal costs of insurance for general liability, excess liability, and worker’s compensation. Change Orders are also to be processed **with** the cost of the same insurance coverages.



Insurance Carriers:

General Liability: Greenwich Insurance Co.

Worker's Compensation: XL Specialty Insurance Co.

1st Excess Liability: Lead \$25M XL Insurance America, Inc.

2nd Excess Liability: \$25M xs of \$25M American Fire and Casualty Co.

Subcontractor Off-site Coverage

General Contractor will still require Certificates of Insurance for Automobile, off-site General Liability, off-site Workers Compensation, Excess Liability and Professional Liability where applicable coverages as required by subcontract.

Subcontractor Excess Limits

Each insured subcontractor should discuss this program with its own insurance advisor to see if additional coverages are recommended. Any such additional coverage will be at the subcontractors' own expense. Should General Contractor purchase additional limits of liability for any specific project, those will be disclosed.

Claims Management

Claims will be reported to General Contractor and Gallagher Construction Services as required by this Manual. Gallagher Construction Services maintains full service claims departments experienced in handling construction related claims. Our claim professionals will assist you with any claims related questions.

DISCLAIMER - This is a summary of the CCIP Program only. It does not change, alter or modify the policy terms and conditions in any way. Actual policy forms and Endorsements are available upon request.



Insurance Coverages

The Contractor provides the following Contractor Controlled Insurance Program (“CCIP”) to all enrolled subcontractors under the program. Policy copies are available upon request.

a. Commercial General Liability Insurance

(Excluding Workers’ Compensation, Automobile, and Professional) applying to all Insureds jointly with the following Bodily Injury and Property Damage combined limits:

Limits	
\$2,000,000	Each Occurrence
\$2,000,000	Personal and Advertising Liability
\$4,000,000	General Aggregate
\$4,000,000	Products and Completed Operations Aggregate
\$300,000	Damages to Premises Rented to You
\$10,000	Medical Expense

Completed Operations coverage is provided for the statute of repose not to exceed Ten (10) years.

b. Excess Liability Insurance

Limits	
\$25,000,000	Each Occurrence
\$25,000,000	General Aggregate

Limits	
\$25,000,000	Each Occurrence
\$25,000,000	General Aggregate
\$25,000,000	Products and Completed Operations Aggregate

c. Worker’s Compensation Insurance

Statutory limits, with Coverage B - Employer's Liability limits of:

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

d. General Liability Deductibles: For each contractor per occurrence

Subcontractors shall be responsible for the first \$25,000 of any General Liability losses within the deductible amount for such insurance to the extent such loss results from the fault or neglect of the Contractor, a subcontractor of any tier, or someone for whom either may be responsible. It is your responsibility to familiarize yourself with the requirements and responsibilities associated with losses and the assessment of deductibles associated with losses under this program.

e. Defense Costs

Defense costs are in addition to the limits of liability of the CCIP Policies.

f. Credit Calculation

In addition to the online enrollment form, subcontractor and all sub-tier subcontractors must upload the following without limitation

- General Liability Insurance Policy Declarations and Rate pages
- Worker's Compensation Insurance Policy Declaration and Rate pages
- Excess Liability / Umbrella Policy Declaration and Rate pages
- Deductible, or retention pages
- If applicable, information on self-insured retention programs and documentation of the Total Cost of Risk in any self-insured program, including five (5) year actuarial studies and prior loss histories.

Subcontractors will **include** in their bids their normal costs of insurance for General Liability, Excess Liability, and Worker's Compensation. Change Orders are also to be processed **with** the cost of these insurance coverages and will be trued up at contract completion.

Rates used in the Subcontractor's credit calculations will be the rates in effect at the time of their bid and verified with the submitted policy rate and declarations pages for Workers Compensation, General Liability, and Excess Liability. Adjustment for Subcontractor insurance cost will reflect the Subcontractor's total cost of risk for insurance of the types provided by the CIP program. The rates used in the Subcontractor's credit calculations will not be adjusted upwards or downwards as their insurance renews during the course of their contract.

Failure to comply with enrollment requirements may result in a 3.25% charge against your contact value until compliant.

Subcontractor agrees that General Contractor has the right to audit Subcontractor's relevant financial records to verify Subcontractor's compliance with this section.

The coverages under this program do not include all insurance needed by the Subcontractor and its Subcontractors of any tier. For example, General Liability, Excess, and Worker's Compensation coverages apply only to the operations of and for each Insured at the Project Site. They do not apply to the operations of any Insured in their regularly established main or branch office, factory, warehouse, or similar place.

This summary is not intended to amend or alter any provisions of the actual insurance policies. If a conflict should occur, the insurance policies shall govern. Actual policy copies will be provided upon written request.

Program Eligibility

All qualified subcontractors of any tier whose employees perform actual on-site labor are **required** to participate in **XL Construction's** CCIP and follow through with the enrollment and participant responsibilities as noted throughout this Manual.

Coverage Trigger

Coverage will begin the date you begin work at the site and is contingent on completing the CCIP Enrollment Online through the **Arthur J. Gallagher Contractor Portal** at <http://ajg.veuwrapup.com/contractorportal>. Once your enrollment has been completed you will receive a Certificate of Insurance confirming the coverage from Gallagher Construction Services. **It is your responsibility to complete and satisfy all enrollment requirements before you begin work on the project.** Failure to supply all requested insurance documents, will result in a flat 3.25% charge against your entire contract amount. You are also responsible for ensuring that any lower tier subcontractors you hire complete the **Online Enrollment** before they begin their work at the project site. If you or your lower tier subcontractors have NOT completed the **Online Enrollment** process and have NOT received confirmation of enrollment from Gallagher Construction Services, no coverages will be afforded, and you will not be permitted onsite.

Ineligible Parties

Subcontractors who present an exceptionally hazardous exposure or risk to the job site may not be eligible to participate, at General Contractor's discretion. It is your responsibility to contact Gallagher and confirm your eligibility before you begin work on the project.

Not everyone will be a participant. For example, the following are ineligible for the program: Subcontractors of any tier that are:

- Architects
- Engineers
- Consultants
- Vendors
- Suppliers
- Material dealers
- Temporary Fencing
- Off-site fabricators with no on-site installation
- 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
- Hazardous material / abatement, or asbestos abatement contractors
- Heavy Demolition Contractors

If you are uncertain whether your firm will be a participant in this program, or wish confirmation of your eligibility, please contact the administrator at Gallagher Construction Services. Contact information can be found on the personnel page at the end of the manual.

General Contractor will coordinate the program at the project site. Gallagher Construction Services will be administering the program from their offices. A complete contact list is in the back of this Manual.



Enrollment Responsibilities Flow Chart

#	Action Item	Responsibility
1	Distribute Manual to prospective bidders or subcontractors.	XL Construction
2	Send Manual to your Insurance Agent/Broker for assistance, if necessary, in completing the Online Enrollment .	Subcontractor
3	Distribute Manual to prospective lower tier bidders/subcontractors.	Subcontractor
4	Complete Online Enrollment and forward to Gallagher insurance documents from you and your lower tier subcontractors.	Subcontractor
5	Send Insurance Certificate to General Contractor in accordance with the Insurance Requirements of the Subcontract Agreement	Subcontractor
6	Confirm all site subcontractors' and/or lower-tier subcontractor(s) enrollment in program. Gallagher will issue written confirmation.	Gallagher
7	Certificate of Insurance, Insurance Cost Worksheet and policy copies upon request.	Gallagher
8	Advise your Insurance Agent/Broker of insurance coverages provided by General Contractor so that proper notice can be made to your current insurers.	Subcontractor Lower-tier subcontractor
9	Complete "Notice of Work Completion" online when all your work is completed. Failure to do so will result in a 3.25% charge against your contract value.	Subcontractor Lower-tier subcontractor

Insurance Required From Contractors of Any Tier

Please note that the coverages provided by **XL Construction** are designated to cover you only while you are actively engaged in construction activities at the **Project** site. Therefore it is imperative that you maintain your own insurance coverage for **off-site operations**.

The required insurance of every participant is outlined in detail in Exhibit D to the subcontract.

The Insurance Manual outlines in detail the required coverages for all participants. It is important to review this document and supply the required Certificate of Insurance prior to the start of work. Please note that progress payments may be withheld if required insurance is not on file. If you have questions regarding any of the required insurance, feel free to contact Gallagher Construction Services. Contact information can be found on the personnel page at the end of the manual.



Accident Reporting and Claims Procedures

Workers' Compensation Claims

1. **The injured employee's foreman/superintendent shall see that first aid is administered promptly and accompany the injured employee to the medical facility designated for the project.** Be sure to give treating clinic the name of subcontractor as employer, and reference the project as the job site. Designated facility must be used because of prior established relationship and their knowledge of occupational injuries and transitional work. Authorization treatment forms will be sent to the XL Construction office at the job site, to be hand delivered to your designated safety person at the site.
2. All injuries will be reported immediately to XL's Project Superintendent, On-site Safety Coordinator, or other designated XL on-site staff. XL's Incident Report needs to be submitted to the project team within 24 hours of any injury.
3. **The subcontractor must immediately supply the injured employee with the Employers Report of Injury** as required by State law, and follow usual internal reporting procedures, with the exception of reporting the claim to their usual Workers' Compensation insurance carrier.
4. **Foreman or superintendent must perform a n Accident Investigation, including a Root Cause Analysis.** A copy of the completed Accident Investigation must be sent to the on-site Safety Coordinator. If injury is serious, please also fax to CCIP Safety Director (fax number is listed in Personnel Directory at back of this manual).
5. **Any claim issues or problems may be directed to the treating clinic or the CCIP Insurer directly.** If concerns or issues are not dealt with satisfactorily you may contact Helyn Hoffman at Gallagher Construction Services in San Francisco for assistance in resolving problems (see directory for phone numbers).
6. **Maintenance of records required by the Federal Occupational Safety and Health Act and all other applicable regulations are the responsibility of each subcontractor.**

NOTE: Failure to comply with these claim procedures will result in a flat fee of \$5,000 to be paid by the Subcontractor to XL for additional costs to manage the claim.

XL Construction is committed to providing a safe workplace environment for all employees, in the event of a work-related injury XL Construction has a "Modified Alternate Duty Requirement" which will be implemented by all subcontractors working on XL Construction projects. The purpose is to minimize the risks and financial burdens to the workforce. Each subcontractor **MUST** provide an injured employee the opportunity to maximize rehabilitation and recovery from the injury and enable an early return to work by accommodating temporary work assignments in compliance with medical restrictions.

Note: Modified duty positions do not have to be on a XL Construction project. The injured workers' employer can provide this position at any alternative site. The insurer may provide recommendations for modified duty labor through cooperative organizations if the contractor/subcontractor are unable to accommodate the employee.

The modified duty must include, but not be limited to:

- Communication between the employer and the injured employee and the physician, the employer's modified duty requirement and facilitate modified duty with physicians and the employee
- The injured employee must provide copies of all medical notes that include a statement on work capacity.

- Modified duty assignments must comply with all medical limitations as outlined by a physician
- The injured employee is not to assume normal work activities unless there is medical documentation releasing the employee to his/her normal duties

Subcontractor and its sub-tiers must provide a modified return to work program for any of its injured employees insured under workers' compensation as part of the CCIP. Failure to provide reasonable accommodations to an injured worker will result in a penalty assessment to the Subcontractor of any tier of \$1,500 weekly until such time as the injured worker is returned to work. Subcontractors are responsible for the assessments of their sub-subcontractors.

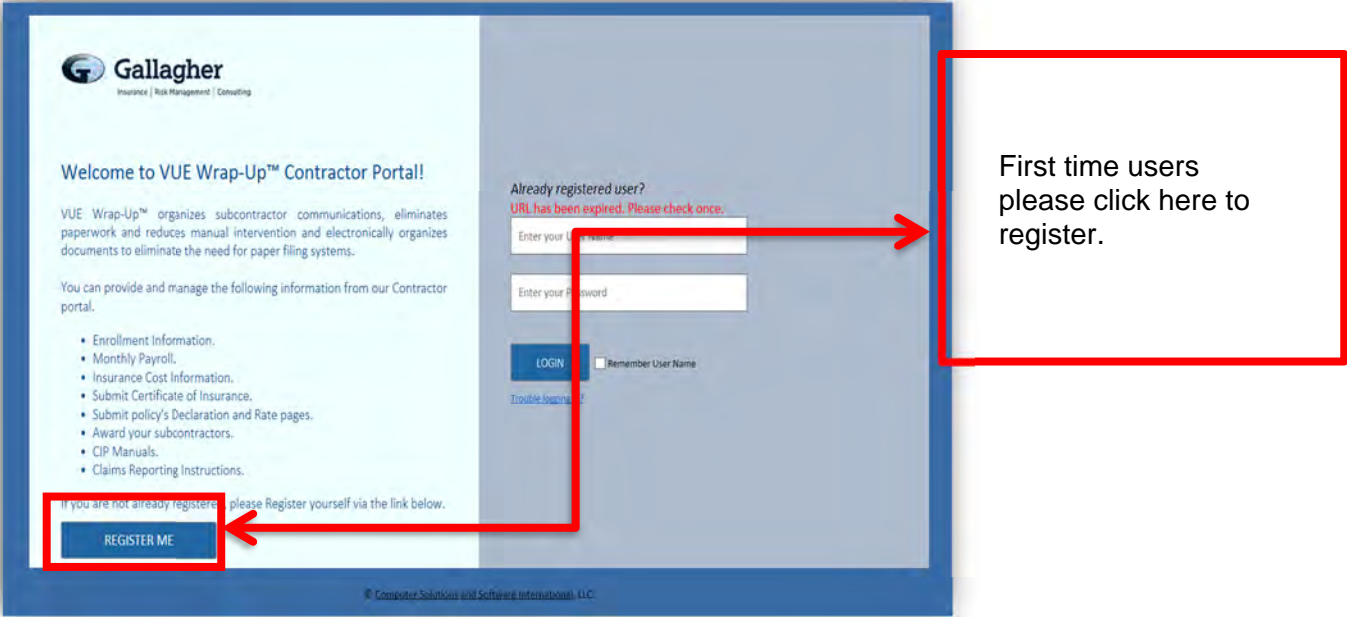
General Liability Claims

1. **If an injury is involved, the Subcontractor's superintendent must immediately arrange for first aid or other required medical treatment for the injured party.**
2. **All Incidents, regardless of severity, shall be reported immediately to the Job Site Contact and On-site Safety Coordinator and reported to the Insurer by telephone**
3. **The Subcontractor's superintendent must complete a General Liability Loss Notice** (located in the Gallagher Construction Services enrollment binder) for each accident with the following distribution: **Greenwich Insurance Company, Job Site Office, Gallagher Construction Services.**
4. **Any Court Summons, legal documents or other correspondence must be immediately referred to Gallagher Construction Services by registered mail.** Additional questions concerning suit papers should be referred to Gallagher Construction Services.

NOTE: Failure to comply with these claim procedures will result in a flat fee of \$5,000 to be paid by the Subcontractor to XL for additional costs to manage the claim.

Online Enrollment Instructions - AJG/VUE Online Portal

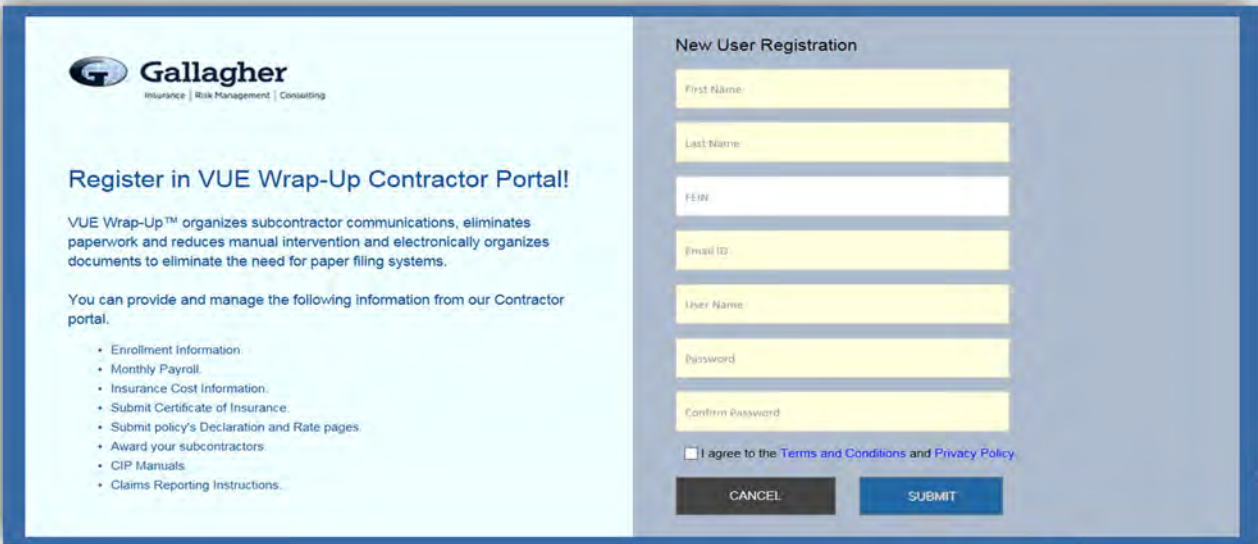
To start please open your internet browser and go to the AJG Wrap-up Management Portal URL (<https://ajg.vuewrapup.com/contractorportal>). This will open the portal login screen.



Step 1: Registering and Logging In

Click the **Register Me** link at the bottom right hand corner of the login box. **If you are already registered, proceed to Step C.**

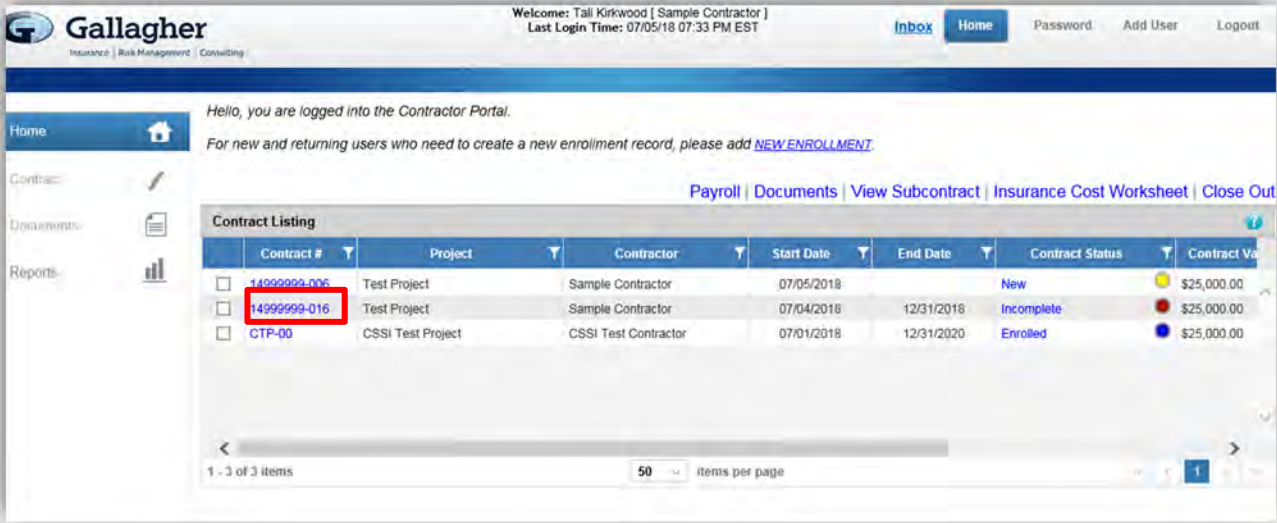
- A. Fill in the form with your first name, last name, email ID (email address) and enter the user ID you would like to use. Your user ID can be any name or phrase you will easily remember, such as your first initial and last name (preferred), your company name, or your email address. Password must contain letters, numbers and symbols.
 - a. All fields in yellow are required.
 - b. FEIN (your company's Federal Tax Identification Number) field is optional, but recommended as it will link your account to any existing contracts linked to your company



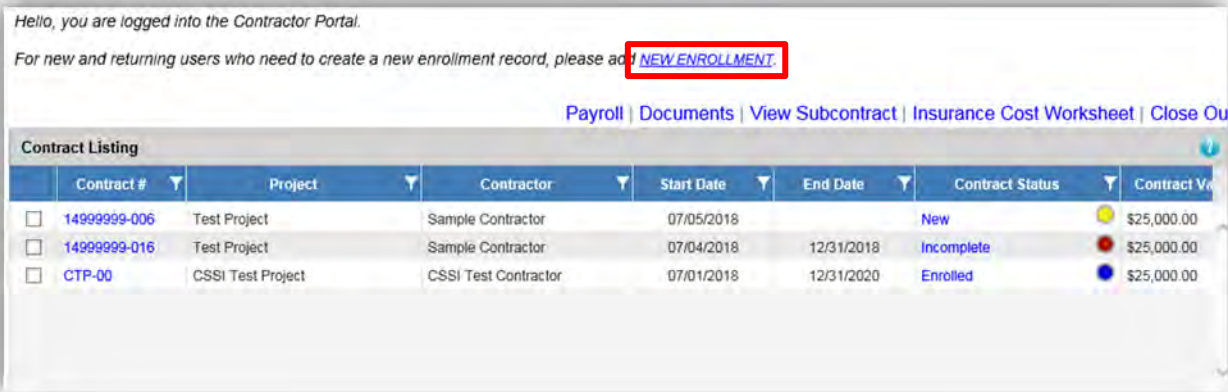
- B. When your registration has been completed successfully, you will see the message “User ID and Password are created”. Please click here to login to “Contractor Portal”. Click the link to be redirected to the login page where you can login to the portal to complete your enrollment. You will also receive an email with your User ID and Password for your records.
- C. Use your provided or created User ID and Password to login. If any error messages appear, contact your AJG Wrap-up Administrator.

Step 2: Completing an Enrollment

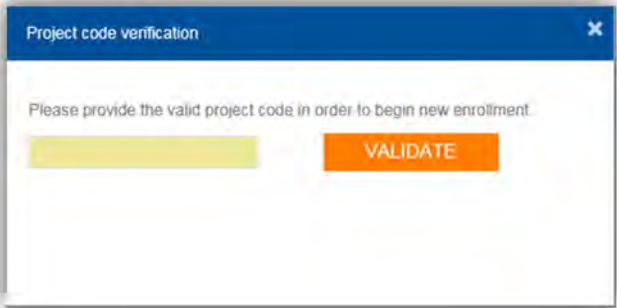
- A. If your incomplete enrollment already has a contract in the system, you may be required to fill in the missing details. Your contract can be selected by clicking on the contract number hyperlink in the Contract # column.



- B. If you do not see a contract for the specific project you are enrolling in, click the “New Enrollment” button.

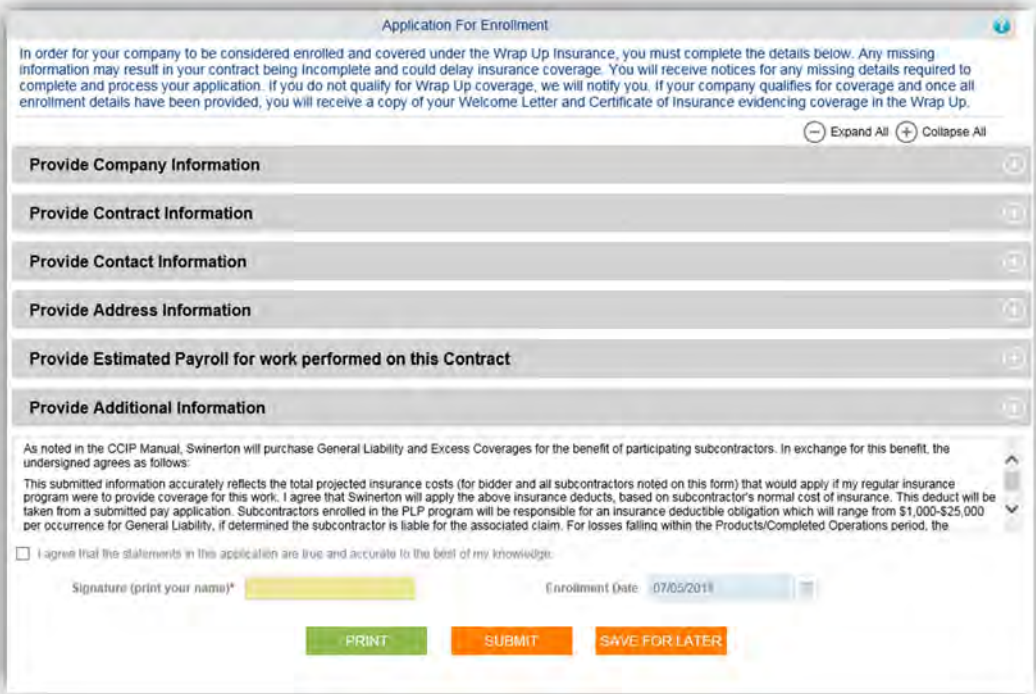


C. When the user clicks on the [New Enrollment](#) link, a pop up screen will open as shown below. Users should provide the Project Code as listed in their Wrap Up manual or provided by their Wrap Up Administrator.



Step 3: Enrolling

- A. The Enrollment Screen includes the following sections, each of which can be expanded or collapsed for ease of review:
 - a. Provide Company Information
 - b. Provide Contract Information
 - c. Provide Contact Information
 - d. Provide Address Information
 - e. Provide Estimated Payroll for work performed on the Contract
 - f. Provide Additional Information
 - g. Approval and Signature



- B. Fill in each section with your information to the best of your ability. Every section is required to be completed.
 - a. For a new enrollment, all fields should be filled in.
 - 1. If your company has previously enrolled in a contract on our portal, you will have an option to select previous information in some fields

Please select an existing address record or add a new address by completing the fields below. If you wish to provide more than one address you can do so by clicking on the "Add" button. Note: You must select one address record as "Primary".






- b. If a contract has been added to your portal by an AJG Wrap-up Administrator, you may not be able to edit some fields. Move on from those and fill in all the other fields as completely as possible.
- c. If you notice a mistake in a non-editable field, contact your AJG Wrap-up Administrator.
- d. If you are not sure what a field is requesting, hovering over the field title will show captioned explanations.


- C. In the Contact section you must enter at least one contact and it must be marked as primary. You may also add additional contacts i.e. Payroll Contact or Worker's Comp Claim Con

Provide Contact Information

<p>Contact Type* <input type="text" value="Select"/></p> <p>First Name* <input type="text"/></p> <p>Email* <input type="text"/></p> <p>Phone <input type="text"/></p>	<p>Primary <input checked="" type="checkbox"/></p> <p>Last Name <input type="text"/></p> <p>Mobile <input type="text"/></p>
<p>- ↺</p>	
<p>Contact Type* <input type="text" value="Select"/></p> <p>First Name* <input type="text"/></p> <p>Email* <input type="text"/></p> <p>Phone <input type="text"/></p>	<p>Primary <input type="checkbox"/></p> <p>Last Name <input type="text"/></p> <p>Mobile <input type="text"/></p>
<p>- ↺ +</p>	

- a. You must provide a value for your corresponding preferred mode of contact. For example, if you select email as your preferred method of contact, you must provide an email address.
- b. If the enrolling contractor has existing contacts available in our system, they can make a selection from the existing records by selecting contact information from the dropdown available on top of each contact box. Once selected, the contact details will be populated in the respective fields.
- c. User can manually enter the new contact by performing these steps: Select contact type, from dropdown menu; enter *First Name*, *Last Name*, *Email*, *Phone*, and *Mobile*. By default, the Primary checkbox will be marked for the first contact added. Please note, that the email is mandatory.
- d. To add an additional contact, click the ADD button
- e. Once a second Contact is added the CLEAR and DELETE button will be available for existing Contact block, allowing the user to clear the details and re-enter or delete the record if needed.

- A. In the Address section, enter a primary address by filling in all fields and checking the checkbox “Primary”. You must enter at least one address, and if there is only one it must be marked as primary.
 - a. To add a secondary address, click the ADD  button in the lower left hand corner of the section containing that address.
 - b. Once another address is added, the CLEAR  and DELETE  button will be displayed for the existing Address block, allowing the user to clear the details and re-enter or delete the record if needed
 - c. Note: You cannot delete an address that has already been approved by the AJG Wrap-up Administrator. If there is an error in the address approved or entered by the AJG Wrap-up Administrator, please contact them directly.

- B. In the Estimated Payroll section, you must enter your best estimate of payroll for entirety of the project.
 - a. You must submit estimated payroll for **all** General Liability Class Codes you will be working under on the project. To add estimated payroll for additional codes, please press the Add  button on the lower right hand corner of the section.

- C. Before you submit your enrollment information, you must check the confirmation checkbox. (Note: The text in your portal may differ from what is shown in the screenshot.) Once you have verified that all information entered is correct, please check the checkbox, and type your name in the Signature box.

D. If you do not have all the necessary information needed for your enrollment, you are now allowed to save the information that you have input and come back to finish at a later time.



After pressing the Save for Later or Submit button be sure to confirm your selection before leaving the page. If you do not, your enrollment will not be saved or submitted in any way.

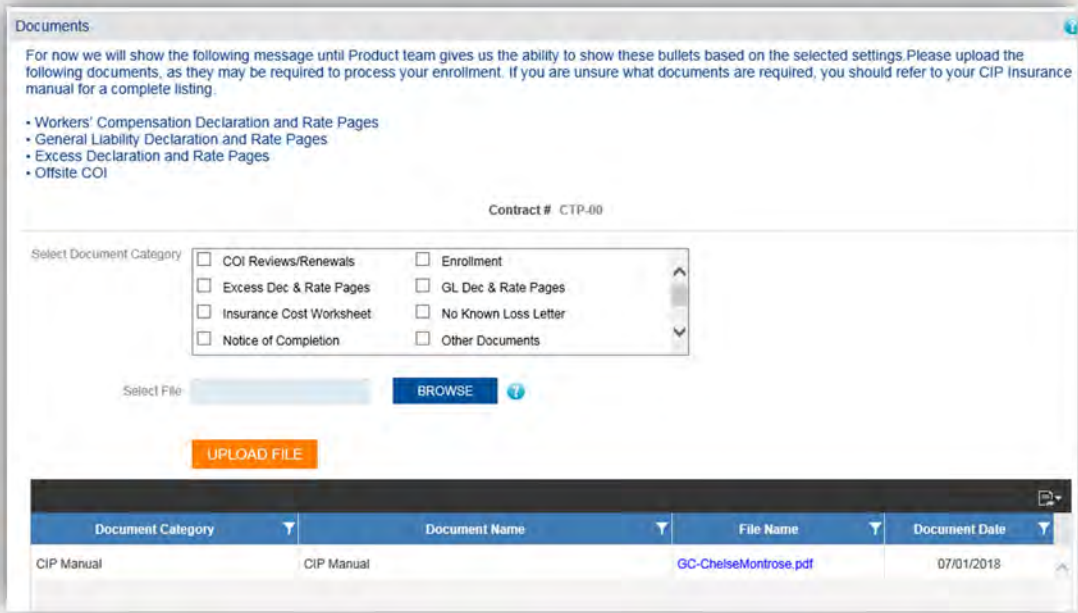


E. Once your Contract is submitted, you cannot make changes to the enrollment.

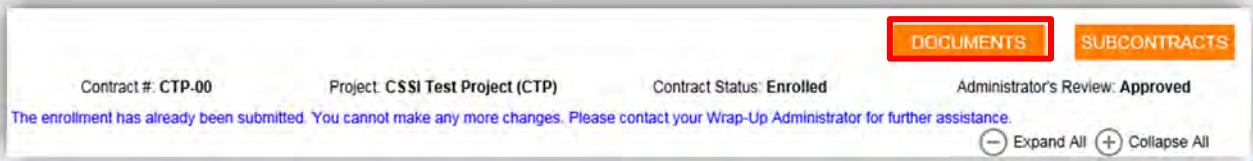
Step 4: Uploading Documentation

- A. As part of your enrollment, you **may** be required to submit supporting documentation such as:
 - a. Rate and Declaration Pages
 - b. Certificates of Insurance
 - c. NKLL (No Known Loss Letters)
 - d. Other Documents

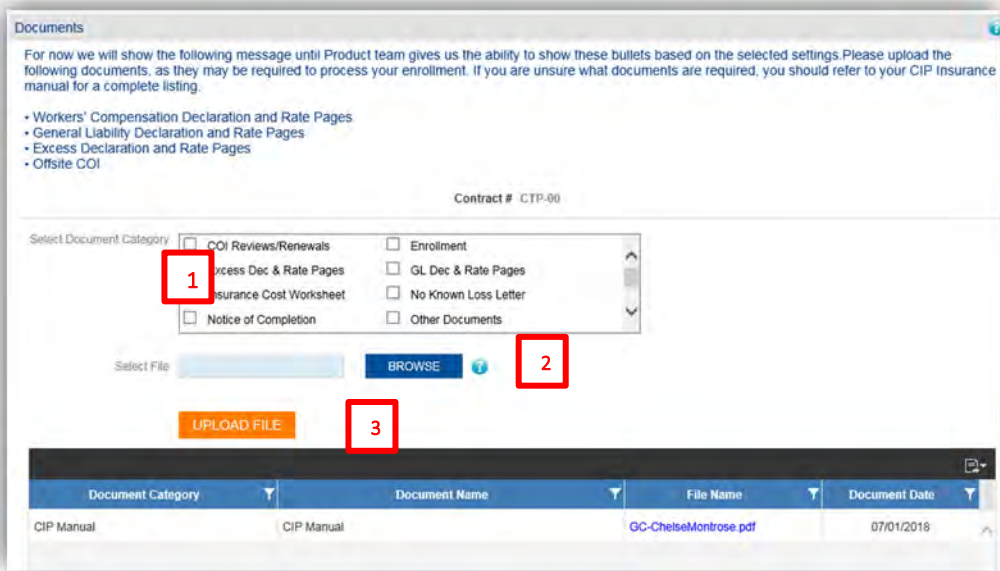
The system will prompt you as to which documents are required




- B. Accessing the Documents screen
 - a. Once you have submitted your enrollment you can press the Documents button on the top Right



- C. On the Documents screen you must choose from the Select Document Category and Select File to upload the document. Refer to the image below. If there are existing document(s) for the selected Contract, the system will display those under Documents section.



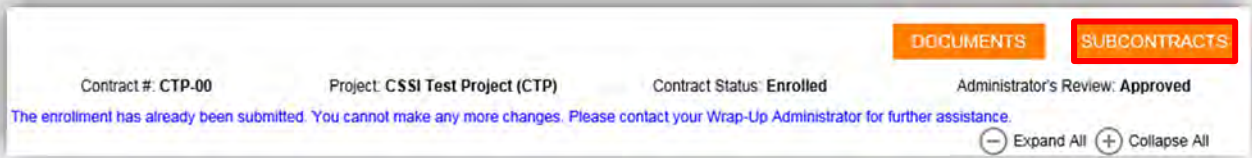
- D. To add the documents to the selected Contract, follow the steps below:
 - a. Select the Document Category from the available options. Note: A user can select multiple Categories, i.e. "GL Dec and Rate Pages" and "Excess Rate and Dec Pages"
 - b. To locate the file to upload, browse your local drive by clicking on the Browse button. The file must be available on your device or computer from which you are currently accessing the portal.
 - c. Once the file is successfully uploaded, the document(s) will be listed in the Documents section of the Documents Screen.

Notes:  Only PDF, DOC, DOCX or TIFF documents can be uploaded and all files must be 10MB or under

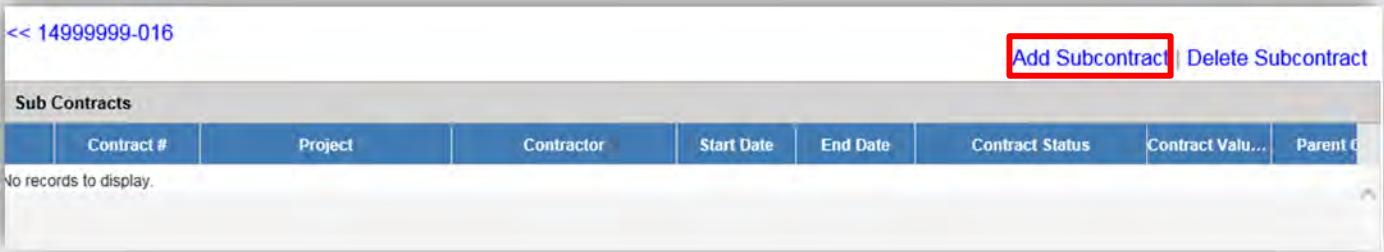
Step 5: Adding a Subcontract

If you need to add a Lower Tier Subcontractor please follow the below instructions

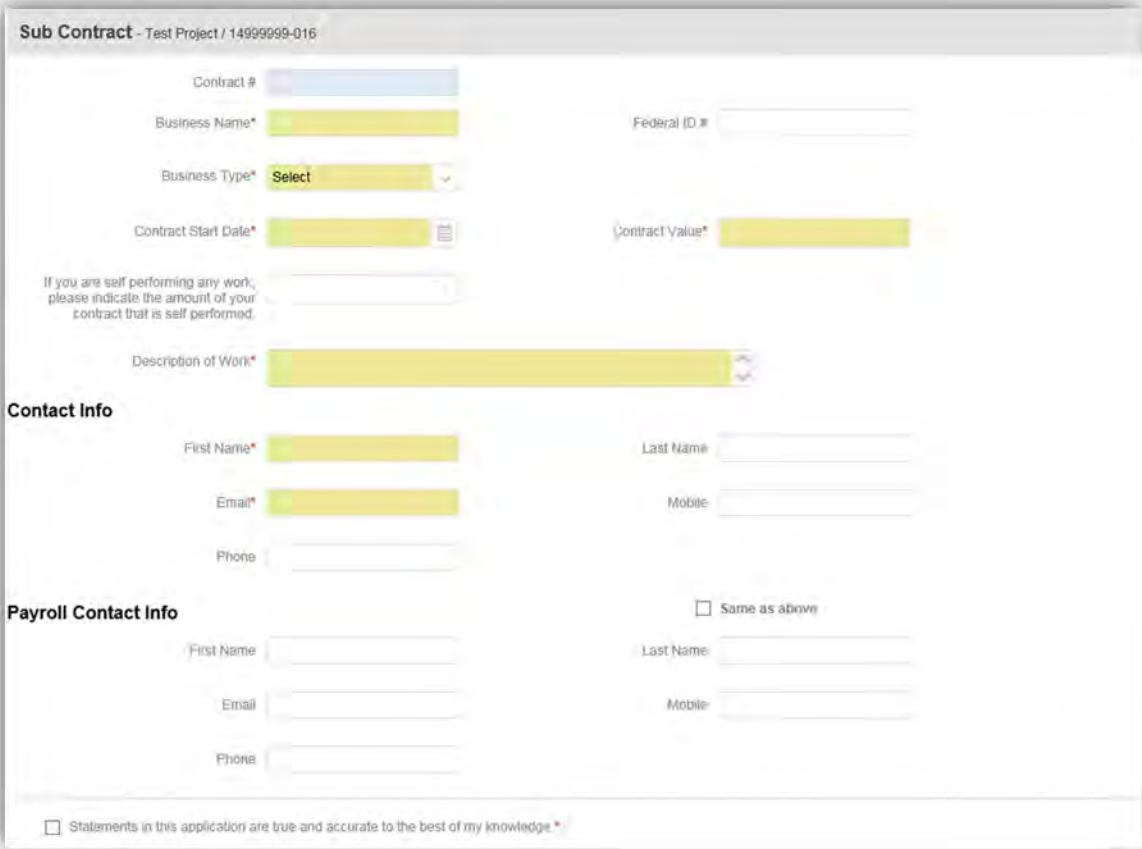
- A. From the Enrollment Screen select the Subcontract button on the top right hand corner



B. This will bring you to the Sub Contract Screen. Begin by pressing the Add Subcontract button



- A. This will open a Sub Contract enrollment Screen
 - a. Please fill out all information to the best of your ability
 - b. Business Name, FEIN # (If known), Subcontract Value, Expected Start Date
 - c. Contract # is a read only field.
 - d. Verify the information and check the checkbox next to the statement “Statements in this application are true and accurate to the best of my knowledge”
 - e. Press Submit and confirm



B. To add an additional subcontracts; click on the Add Sub Contract button again the first Sub Contract screen.

Step 7: Close Out

- C. Once logged in to the portal site select the Contract # listed on the Home Screen, then Click on the Close Out button.
 - a. Note: If any of your Contract #'s are not listed, please contact your AJG Wrap-up AJG Wrap-up Administrator to check the status of enrollment.

Contract Listing							
	Contract #	Project	Contractor	Start Date	End Date	Contract Status	Contract Value
<input type="checkbox"/>	14999999-006	Test Project	Sample Contractor	07/05/2018		New	\$25,000.00
<input type="checkbox"/>	14999999-016	Test Project	Sample Contractor	07/04/2018	12/31/2018	Incomplete	\$25,000.00
<input type="checkbox"/>	CTP-00	CSSI Test Project	CSSI Test Contractor	07/01/2018	12/31/2020	Enrolled	\$25,000.00

- D. Please fill out all fields
 - a. Notice of Completion Date: the day your company finished work on site.
 - b. Completion Signature: The name of whomever is completing the form
 - c. Final Contract Value: Your final contract value with you Prime Contractor
 - d. Payroll Information: The final payroll amount for all Class Codes from your enrollment, for the entire project. Once all information is completed, please press the Submit button. You will see the message "Data Saved Successfully"

Contract Close Out

By completing the details below, you are indicating that your work on this project is complete and you no longer have any employees returning to the jobsite. Please refer to your Wrap Up manual to confirm whether or not a Non CIP COI is required to return to the jobsite.

Contract # 14999999-006

Notice of Completion Date* 05/01/2019

Completion Signature* Tali Kirkwood

Final Closeout Information

Final Contract Value* \$100,000.00

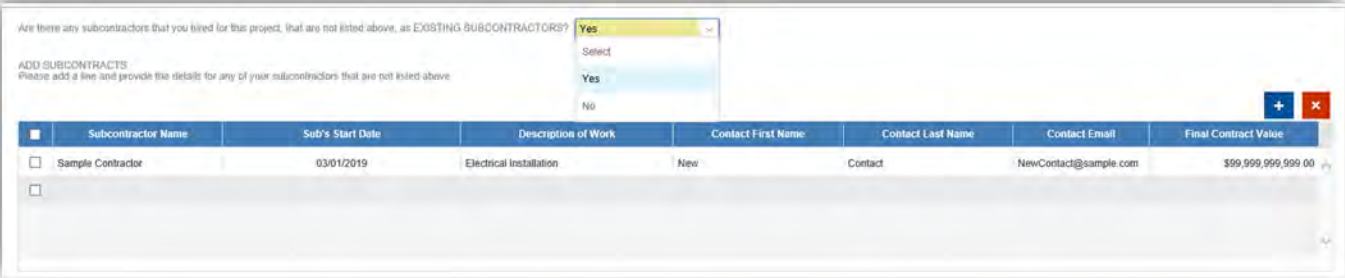
Refresh Payroll

	Class Code	Final Man Hours	Final Payroll (\$)	Final Gross Payroll (\$)
<input type="checkbox"/>	5140 - Electrical Wiring - equals or exceeds \$28.00	200.00	\$200,000.00	
		200.00	\$200,000.00	\$0.00

e. Sub Contractor Details: (if you did not hire any subcontractors please move to step 2) Any contractors you have hired that have already enrolled in our program will appear in the Existing Subcontracts Chart



1. Your subcontractors' reported final Contract Value will populate in the **Final CV (Reported by Sub)** column. To confirm or correct the Final Contract Value, you must fill in the **Final CV (Reported by Parent)** column.
2. If you did not hire any subcontractors select No, and press **SUBMIT**. If you did hire subcontractors and they are listed above select No, and press **SUBMIT**. If you did hire subcontractors and they are NOT listed above select Yes and add subcontractors in the Add Subcontracts chart by pressing the **+** button and filling in requested details



3. Once all hired subcontractors are reported, please review your Close out and press **SUBMIT**

Accident Reporting for General Liability Claims

1. **If an injury is involved, the Subcontractor's superintendent must immediately arrange for first aid** or other required medical treatment for the injured party.
2. **All Incidents, regardless of severity**, shall be reported immediately to the Job Site Contact and On-site Safety Coordinator and **reported to the Insurer by telephone**.

The Subcontractor's superintendent must complete a General Liability Loss Notice for each accident with the following distribution:

3. **Any Court Summons, legal documents or other correspondence must be immediately referred to Gallagher Construction Services by registered mail.** Additional questions concerning suit papers should be referred to Gallagher Construction Services.



Definitions for Purposes of This Manual

General Contractor	XL Construction Corp.
Project	New 100 Newark, CA
	The areas designated in writing by General Contractor in a contract document for performance of the Work and such additional areas as may be designated in writing by General Contractor for Contractor's use in performance of the Work. The Project Site shall also include (1) field offices, (2) property used for bonded storage of material for the Project approved by General Contractor, (3) staging areas dedicated to the Project. Items 1 through 3 must be approved by the CCIP Insurer and listed in the CCIP Policy
Off-Site Exposures	Offices, shops, warehouses, factories, or similar locations away from the designated project site that have not been approved by the CCIP Insurer and listed on the CCIP Policy <u>ARE NOT COVERED.</u>
Contract	The agreement between General Contractor <u>and the Subcontractor.</u> The terms "Contract" and "Agreement" are used interchangeably.
Subcontractor of Any Tier	The person, firm or corporation with whom General Contractor has entered into Agreement to perform the Work; or the Person or entity who has a contract with General Contractor Subcontractor to perform any of the Work at the Site.
Work	Operations, as fully described in the Contract, performed at or emanating directly from the Project.
Insured	Subcontractors of any tier which have an executed subcontract agreement and which have received written confirmation of coverage by Gallagher Construction Services. The following are not Insureds under this WRAP-UP - Architects, engineers, consultants, vendors, suppliers, material dealers, off-site fabricators 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, et al.

Personnel Directory

Project Manager and Contact	XL Project Manager Name Direct : XL Project Manager Phone Number XL Project Manager eMail Address
Safety/ Risk Management	Mike Popp Direct : (408) 240-6407 mpopp@xlconstruction.com

Insurance Broker & Contact

Enrollment/Administration	Suzette Cole 1255 Battery Street, Suite 450 San Francisco, CA 94111 Direct : (415) 288-1634 suzette_cole@ajg.com
Workers Compensation Claims	Helyn Hoffman 1255 Battery Street, Suite 450 San Francisco, CA 94111 Direct : (415) 288-1625 helyn_hoffman@ajg.com
General Liability Claims	Jeff Livingston 1255 Battery Street, Suite 450 San Francisco, CA 94111 Direct : (415) 505-0402 jeffrey_livingston@ajg.com
Loss Control	Terry McIntire 1255 Battery Street, Suite 450 San Francisco, CA 94111 Direct : (415) 407-5451 terry_mcintire@ajg.com





Gallagher at a glance

Gallagher has been designing solutions to meet our clients' unique needs for more than 90 years. We pioneered many of the innovations in risk management used by businesses in all industries today. We believe that the best environment for learning and growing is one that remembers the past and invents the future. Gallagher has divisions specializing in retail insurance brokerage operations, benefits and HR consulting, wholesale distributions and third-party administrations and claims processing.

As one of the largest insurance brokers in the world, Gallagher has more than 850 offices in 35 countries and provides client-service capabilities in more than 150 countries around the world through our network of partners. Wherever you are – we're nearby.

**Arthur J. Gallagher & Co.
Insurance Brokers of California, Inc.**

1255 Battery Street, Suite 450
San Francisco, CA 94111



Gallagher

Insurance | Risk Management | Consulting