



**PACIFIC
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**CCIP INSURANCE & PROCEDURES
MANUAL**
For Subcontractors



Program Administrator

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This manual was prepared by AIMS Insurance Program Managers for the benefit of PWB's subcontractors. It is intended to provide CCIP administrative information, not legal or insurance advice. Users of this manual are strongly encouraged to seek advice from competent insurance and legal professionals regarding the CCIP. This manual is not intended to supplant the other insurance duties and obligations in your subcontract agreement. You may direct any questions you have regarding this manual to AIMS Insurance Program Managers. Unauthorized use by other than participants in the CCIP or reprinting of this manual without written consent is not permitted.



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Overview

Pacific West Builders (PWB) insures its projects under a Contractor Controlled Insurance Program [CCIP, or “wrap-up”]. The CCIP is a consolidated insurance program providing first-dollar [no deductible] workers’ compensation, general liability and umbrella/excess coverage for all **eligible and enrolled** subcontractors working on PWB’s jobsites. All enrolled subs – including all sub-tier subs – are included for work they perform on the jobsite. The CCIP replaces their individual policies for all such work. ***Each sub of any tier must complete the enrollment process before coverage applies to it.*** Coverage is not automatic. The CCIP is administered through an on-line system known as the Contractor Administrative Portal [CAP]. This manual is intended to provide subcontractors with a step by step guide to using CAP so as to make enrollment and ongoing use as easy as possible. *Note that each sub of any tier must have proof of enrollment before it will be allowed on the jobsite, unless it has been specifically excluded from the CCIP.*

This Manual

The manual provides you with guidance regarding the enrollment, ongoing data entry, and close-out processes and also provides information to help you understand your obligations under the CCIP. It does not provide coverage interpretations or answer specific claim questions and does not supplant or supersede the terms of your subcontract agreement, which may contain additional insurance requirements and procedural responsibilities. If, after reading this manual, you have additional questions about the CCIP and/or your participation in it, please contact the AIMS Service Team at AIMS Insurance Program Managers, Inc. – the CCIP Administrator – 602-635-4840. For specific coverage information, refer to Appendix B or ask AIMS for copies of the policies themselves.

Eligibility

The Program covers all **eligible and enrolled** subcontractors, regardless of tier, for labor performed on-site at the projects. Not all subcontractors are eligible. In general, *excluded* parties are:

- Subcontractors of any tier that do not perform any actual labor on the PWB work sites;
- Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers, 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 PWB work sites;
- Hazardous materials remediation, removal and/or transport companies and their consultants;
- Architects, surveyors, engineers, and soil testing engineers, and their consultants, and;
- Any parties or entities excluded by PWB even if they are otherwise eligible.

If a sub is *not excluded*, *it must* participate in the CCIP. If you have any question about your eligibility, please contact AIMS.

Your Bid Submission

PWB pays all premium for the CCIP, but deducts from a sub’s contract cost, through a bid/deduct process, the cost of each sub’s own insurance that its insurers would have charged to the sub in the absence of the CCIP. The deduction is based on each sub’s individual policy terms and conditions, including base



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rates, experience modification factor, and other such adjustment common to workers' compensation and general liability policies. An exception to the deduct calculation applies to sub's that have deductibles in their policies and related credits in their rates. Since the CCIP provides coverage on a first-dollar [no deductible] basis, AIMS will adjust the deduct for such subs to reflect the cost that the sub would pay for first-dollar coverage

The bid/deduct process works as follows:

- Each sub first submits its contract cost bid to PWB inclusive of the sub's normal insurance costs¹;
- Once a bid is awarded, the sub must enroll in the CCIP by entering all the required information into CAP. Enrollment must be completed within 10 business days of the contract award, or not less than three business days prior to the sub going on site for the first time, whichever is closer to the sub's start date;
- Once the data are entered, CAP calculates the applicable deduction to be applied to the contract cost;
- A change order to the contract is then issued, reflecting the deduct amount. This deduction is the **minimum amount** that will be deducted from the contract cost;
- WC deduct amounts are based on payroll, and GL amounts are – usually – based on contract cost [payroll in some cases]. During the sub's on-site work, it will enter into CAP, on a monthly basis, payroll for the project. At the close of the project it will enter the final contract cost² and payroll, and then close out its participation in the project.

Required Documents

During the enrollment process, CAP will ask you upload the following documents to the system:

- Copies of your GL, Workers' Compensation and Umbrella policies;
- Certificates of insurance indicating that these policies remain in force and meet the requirements of paragraph 7 as set out in Exhibit C to the subcontract;
- Excluded subs must submit certificates meeting the requirements of paragraph 8 of Exhibit C.

At the end of the sub's work, CAP will compare the original deduct to the deduct based on the actual payroll for the job and the final contract cost. Any additional amounts due is payable to PWB and will be deducted from the final contract cost.

¹ General Liability, Workers' Compensation; umbrella or excess, but not property or inland marine coverages.

² Both payroll and final contract cost will be verified by AIMS and PWB before final close.



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Getting Started and Managing the Subcontractor's Obligations

Phase 1: Enrollment

After an eligible subcontractor has been awarded a contract for the project, the enrollment process must be completed. Enrollment is required but is *not automatic*. The steps set out below describe the process in detail and in order of execution. The subcontractor is responsible for ensuring that each of its sub-tier contractors also completes the enrollment process for its work on the site.

A: Setting up subcontractor's account and login credentials

Initially, once AIMS has received notice from PWB that a subcontractor is to be enrolled, the subcontractor will receive an email containing a username, password, and link to the CAP system. Example below:

From: OCIP/CCIP Management Portal [bluna@aimsinsurance.com]
To: noreply@ocip.us
Cc: pwb
Subject: Contractor Admin Portal Login Information

Test Client:

Your new Contractor Admin Portal (CAP) login has been created.

Following is the information you will need to log into the system:

Username: aims-test
Password: password

Click the following link to log into CAP: <https://pwb.wrap-up.us>

Thank you,

Follow the link, and log into the system. Once in the system, enter the username and password to login. The initial log-in screen is shown below:



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Contractors' Admin Portal (CAP) Login Page

If this is the subcontractor's first time logging in, account set up will be required. Simply follow the easy prompts set out below:



Account Setup Page



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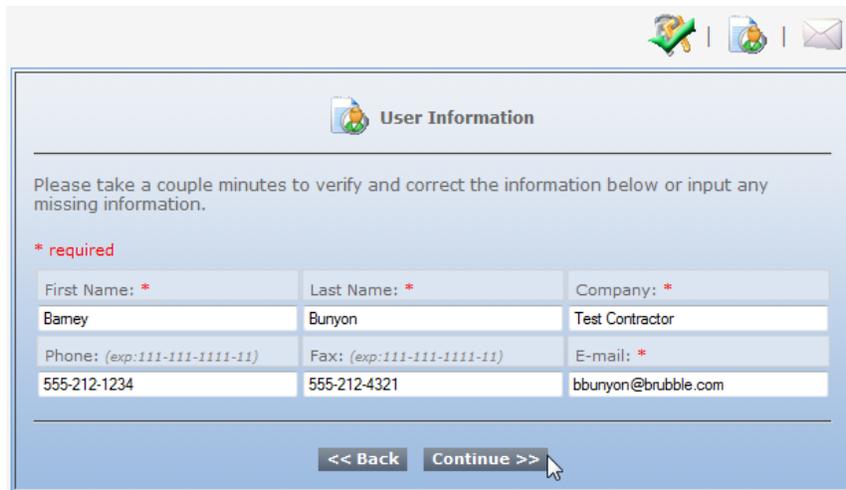
Step 1: Create a new Password.



The screenshot shows a web browser window with a title bar containing icons for a key, a folder, and an envelope. The main content area is titled "Password Setup" with a key icon. Below the title, there is a paragraph of instructions: "Let's start by resetting your password information. Please enter and confirm a new password; then press Continue." A note follows: "NOTE: Your password must contain at least one (1) letter and at least one (1) number. Your password must also be a minimum of six (6) but no more than fifteen (15) characters long." Below the text is a lock icon and two input fields: "New Password:" and "Re-enter New Password:", both containing masked characters. At the bottom, there are two buttons: "<< Back" and "Continue >>".

Password Setup Page

Step 2: Confirm/complete contact information.



The screenshot shows a web browser window with a title bar containing icons for a folder, a folder, and an envelope. The main content area is titled "User Information" with a folder icon. Below the title, there is a paragraph of instructions: "Please take a couple minutes to verify and correct the information below or input any missing information." A red asterisk indicates required fields. Below the text is a table with three columns and three rows of input fields. The first row contains "First Name: *", "Last Name: *", and "Company: *". The second row contains "Bamey", "Bunyon", and "Test Contractor". The third row contains "Phone: (exp:111-111-1111-11)", "Fax: (exp:111-111-1111-11)", and "E-mail: *". The fourth row contains "555-212-1234", "555-212-4321", and "bbunyon@brubble.com". At the bottom, there are two buttons: "<< Back" and "Continue >>".

First Name: *	Last Name: *	Company: *
Bamey	Bunyon	Test Contractor
Phone: (exp:111-111-1111-11)	Fax: (exp:111-111-1111-11)	E-mail: *
555-212-1234	555-212-4321	bbunyon@brubble.com

User Information Page



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Step 3: Confirm/complete address information.

Finally, please verify and correct or input your company's Physical and Mailing address.

Physical Address

Address1:	Address2:	
2468 Stoney Way		
City:	State:	Zip:
Bedrock	California	90000

Mailing Address

[same as physical address]

Address1:	Address2:	
City:	State:	Zip:
	California	

<< Back Continue >>

Address Page

Step 4: Finish account setup.

Setup Complete

Barney, your CAP account is now set up.

You can now login and administer your PWB CCIP projects.

- You can use the menu at the left of your screen to navigate through CAP.
- If you are working on more than one PWB CCIP jobsite, you can click on the tabs at the top of the page to switch between projects.
- Pay close attention to the Alerts panel at the top right of the home page. It will advise you of your tasks to be completed.
- To read the CAP Users Guide, click on the Help link near the bottom left of the page.
- If you need to get in touch with your CCIP Administrator, please click the Contact Us link.
- To submit any requests for technical support, click on the Support link near the bottom of the page.

<< Back Finish

Setup Completion Page



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B: Edit Insurance Enrollment

If the sub has not previously entered policy information for any project site, or if there are new or renewal policies, rate changes or coverage changes that have taken effect in the meantime that have not yet been entered, now is the time to enter all insurance information. Current information already entered does not need to be entered again.



Click on the Contractor Packages link in the Menu panel on the left of the Home Page, and a list of the contract packages (contracts) will appear.

Contractor Package Management

Filter your results:

All Contractors Search Contractor Packages:

Project	Work Site	Trade	Contractor Name	Contractor Company	Status	
Pacific West Builders	Riverbank Family Apartments	Excavation Work	Barney Bunyon	Barney's Rubble Removal	Good Standing	Select

Result Pages: 1

In the top boxes on the page, select a project [project = CCIP 2 for sites enrolled in the period 7/25/13- 16] and then the worksite within the project to which the subcontract applies. Select your trade, or search by Contractor Company. [Click on the heading to sort contractors by name. Your name should appear in the list. If it does not, your contractor data are not complete and need to be updated.] Select Edit Insurance Enrollment, then read and agree to the terms of the CCIP.

To proceed past this point, the subcontractor will need information regarding its own insurance coverages and insurance rates. Complete the contact and insurance information below. Click the Submit button. A confirmation message will appear after the form is completed and submitted. Click Continue to proceed. When complete, go to Required Insurance Documents.



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Insurance Enrollment - OCIP/CCIP Management Portal - Powered by HourTek Solutions - Windows Internet Explorer

Contractor Name: [] Personal Contact: []

Address 1: [4156 Santa Rosa Ave.] Contact Phone: [707-586-1400]

Address 2: [] Contact E-mail: [jpatino@pacificwestbuilders.com]

Federal ID Number: [] * To modify the above information, please update your User Profile.

OCIP/CCIP Policy Number: []

Click here if you are a lower-tier Contractor/SubContractor

Click here if your company is a minority owned business (Certified DBE)

Click here if work involves handling, transporting or storing of any hazardous chemicals, toxins or waste

Click here if work involves removing asbestos materials

Comments or Notes: []

Insurance Information

	Worker's Compensation	General Liability	Umbrella / Excess	Automobile Liability
Company Name	[]	[]	[]	[]
Policy Start Date	[1/1/2000]	[1/1/2000]	[]	[1/1/1999]
Policy Expiration Date	[1/1/2000]	[1/1/2000]	[]	[1/1/1900]
Policy Number	[]	[]	[]	[]
Broker/Agency Name	[]	[]	[]	[]
Broker/Agency Contact Name	[]	[]	[]	[]
Broker/Agency Contact Phone	[]	[]	[]	[]
Experience Rating Date	[]	[]	[]	[]
Rating Board Number	[]	[]	[]	[]



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C: Required Insurance Documents

Edit Insurance Enrollment	Change Contractor
Required Insurance Documents	Claims Management
Edit Insurance Cost	Certificates
Monthly Payroll	
Completion Notice	
Change Orders	

In this section, the subcontractor is required to upload documents pertaining to enrollment. The most common documents are certificates, endorsements, and worker's compensation, general liability and umbrella policies.

If the subcontractor is already enrolled on another worksite and the policies are still current in all respects, they do not need to be re-submitted.

Select a file type from the drop down menu to begin the upload process. Enter start and end dates for the file. Choose a name for the file, and use the Browse button to navigate through your system's directories to find the appropriate file. Once you have selected a policy to upload, click the Add File button.

Note: File name cannot contain punctuation, such as apostrophes, colons or commas.

Document Type *	Document Start Date *	Document Expire Date *
Select One		

You must upload electronic copies of all documents appearing in the drop down list.

File Name *
Select File *
<input type="button" value="Browse..."/>
<input type="button" value="Add File >>"/>

Upload all the documents on the drop down list until complete. Some documents may already have been uploaded by the Program Administrator. Again, it is not necessary to re-upload documents that have already been stored in CAP. Once all documents have been uploaded, click the Submit button.

After all documents have been uploaded, proceed to the Edit Insurance Cost section.



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D: Edit Insurance Cost



In this section, the subcontractor will need to provide details of each insurance policy, as well as information specific to the project: contract price, percentage of the work to be self-performed, your estimated payroll, estimated labor hours, and estimated contract start & end dates.

Workers' compensation classification codes ("class codes") relevant to the subcontract also need to be added. Click on the drop down menu to select all class codes that will apply to the project.

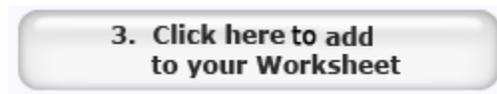
Worker's Compensation - Work Classes

In this section, you will identify all Work Classes for the contract and its Work Hours, Payroll, and WC Rate.

1. Start by Selecting Work Class

Select a Work Class

Selecting a class code will expand the page view, and enable the subcontractor to enter more data specific to your chosen codes, such as estimated work hours, estimated payroll and the workers' compensation premium base rates [before *any* modifications]. [If the base rates shown in the policy already include a modification for a deductible or SIR, AIMS will calculate the applicable base rates for each code. Contact AIMS to agree on the applicable base rate.] Add the base information to the worksheet by clicking the "Click here to add to your Worksheet" button. Once all class codes and base rates are added, click 'next' to advance to the next page.



The next page requires the input of workers' compensation modifiers. The workers' compensation premium may be adjusted upward or downward by various modifiers such as experience modification and/or schedule credits & debits. DO NOT enter any deductible or SIR credit factors. The rating pages of the worker's compensation policy will show each of the adjustment factors independently. Add any applicable modifiers shown on this page. Once complete, select 'next' to continue.



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WC Experience Modification Factor:	<input type="text" value="1"/>	*
Waiver of Subrogation Rate:	<input type="text" value="0"/>	
Increased limits charges Rate:	<input type="text" value="0"/>	
Schedule Credit/Debits Rate:	<input checked="" type="radio"/> + OR <input type="radio"/> -	<input type="text" value="0"/> *
Premium Discount Rate:	<input type="text" value="0"/>	*
Terrorism charges Rate:	<input type="text" value="0"/>	
Other charges Credit/Debits Rate:	<input checked="" type="radio"/> + OR <input type="radio"/> -	<input type="text" value="0"/> *

The system will advance you to the GL screens.

The general liability premium is usually expressed as a rate per \$100 dollars of payroll or \$1,000 of total receipts or sales (contract price). Review the rating page(s) of the general liability policy to determine how your policy rate is determined, and update this section accordingly.

Coverage	Rate based on ?	Rate is per ?	Rate
General Liability	<input type="radio"/> Payroll	<input type="radio"/> \$100	<input type="text"/>
	<input checked="" type="radio"/> Contract Price	<input checked="" type="radio"/> \$1000	
	<input type="radio"/> Flat Premium		

The final step of this section is entering the umbrella rate information. Umbrella or excess liability coverage may also be determined in a similar manner as the general liability, but more often than not it is a flat premium. If it is a flat annual premium, click Flat Premium and enter the annual premium. [In this case, AIMS will calculate and change the entry to the appropriate pro rata premium for this work site.] If the umbrella is rated on payroll, click "Payroll" and "\$100" and enter the rate in the box. If it is rated on contract price or gross receipts, click "Contract Price" and "\$1000" and enter the rate in the box. After you have entered all your information, click the 'next' button to continue.

Umbrella	<input type="radio"/> Payroll	<input type="radio"/> \$100	<input type="text"/>
	<input type="radio"/> Contract Price	<input type="radio"/> \$1000	
	<input checked="" type="radio"/> Flat Premium		

Before submitting your data, review the information provided so far. If any edits are needed, click on the appropriate Edit button. If everything is correct, print a copy for your records and then click the Confirm button at the bottom of the page. A confirmation message will appear after the form has been submitted. Click Continue to proceed.



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[Confirm](#)

[Print](#)

**** PLEASE NOTE THIS DEDUCT IS NOT FINAL UNTIL REVIEWED/CONFIRMED BY AIMS ****

Once you have completed the entire process, you will receive an email stating that you have submitted all required information. This email does NOT MEAN THAT YOU ARE ENROLLED for this worksite. AIMS must still verify your information and confirm enrollment in a second email that will so state. The second email is the proof of enrollment that your worksite foreman must have with him/her when the first crew arrives on the site.



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Phase 2: Monthly Payroll (Work in Progress Data Entry)

After enrollment is complete and the subcontractor has been on the job for a month, or part of a month, the sub will need to begin reporting payroll on a monthly basis. It is crucial that this task be completed each month the sub has had workers on site to ensure CCIP coverage is properly recorded and that the sub will be paid timely once the work is complete. If the subcontractor fails to report payrolls timely, it will receive weekly email reminders to submit whatever payrolls are missing. If a subcontractor did not perform any work on the site in a given month, but still has work to do, payroll entries for the no-work month[s] should be "0". Payroll and labor hours must be reported separately for each workers' compensation classification code and separately for each worksite under the CCIP. The subcontractor is subject to fines and other potential penalties if payrolls are not reported timely. See Exhibit C for details.

The following menu, like those above, will be found under the Contractor Packages section of CAP. Click on Contractor Packages to access the menu.



Access the payroll reporting feature in CAP by clicking on Monthly Payroll from the Action Panel menu shown above. The following screen will appear:



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Contractor Package Management : OCIP/CCIP Management Portal - Powered by NourTek Solutions - Windows Internet Explorer

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Today's date: July 08, 2014

Contractor Package Management

Create New Contractor Package

Filter your results: PWB CCIP 2 | Select a Work Site | Select a Trade

All Contractors | Search Contractor Packages: | Search

Project	Work Site	Trade	Contractor Name	Contractor Company	Status	
PWB CCIP 2	Colonial House	General Contractors- Residential Buildings, Other t	Emily Kuziej	PWB	Missing Payroll	Select
PWB CCIP 2	Colonial House	Plumbing, Heating and Air-conditioning	Rachel Alexander	Wilmor & Sons Plumbing	Package Completed	Select
PWB CCIP 2	Colonial House	Plumbing, Heating and Air-conditioning	Kimberlee Mraz	Arise Construction, Inc.	Good Standing	Select
PWB CCIP 2	Colonial House	Painting and Paper Hanging	Tami Rulledge	Sweaney Inc	Missing Payroll	Select
PWB CCIP 2	Colonial House	Electrical Work	Robert Duarte	Secure Systems Integration	Package Completed	Select
PWB CCIP 2	Colonial House	Electrical Work	Marcia Mainini	A and S Fire Protection	Package Completed	Select
PWB CCIP 2	Colonial House	Electrical Work	Tresa Taylor	Sparky Electric	Good Standing	Select
PWB CCIP 2	Colonial House	Masonry, Stone Setting and Other Stone Work	Jordan Comejo	Sahara Construction	Package Completed	Select
PWB CCIP 2	Colonial House	Carpentry Work	Dale Spencer	Jon Casey Construction	Package Completed	Select
PWB CCIP 2	Colonial House	Carpentry Work	Ramona M. Hernandez	Monschein Industries, Inc.	Package Completed	Select
PWB CCIP 2	Colonial House	Carpentry Work	Kristen Fioretti	West Coast Countertops Inc	Package Completed	Select
PWB CCIP 2	Colonial House	Carpentry Work	Tracy Jones	Valley Carports	Good Standing	Select
PWB CCIP 2	Colonial House	Plastering, Drywall, Acoustical and Insulation Wor	Tami Rulledge	Sweaney Inc	Missing Payroll	Select
PWB CCIP 2	Colonial House	Floor Laying and Other Floor Work, Not Elsewhere C	William Povallitis	The Carpet Man	Package Completed	Select

Do you want Internet Explorer to remember the password for wrap-up.us? Why am I seeing this? Yes No x

In the first box, select CCIP 2 from the drop down menu, and then go to the worksite in question by selecting it. Selecting any one of the lines for the particular site will get you to the next screen.



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Monthly Payrolls

Monthly payroll figures must be submitted until your contract closeout. These figures should allocate your payroll by Workers' Compensation class codes and should only include your "straight-time" payroll or "unburdened" payroll. This differs from "certified" payroll in that it excludes taxes, medical benefits, bonuses, vacation pay, etc. Likewise, overtime payroll should be reported only at the straight-time rate. It is important that you properly classify your payrolls, as these will be reported to the rating bureau for assessment of your experience modification rating (aka "X-Mod" or "EMR").

If you do not have any on-site payroll for the month, a payroll submission is still required but a zero dollar amount should be entered in the payroll field.

Select the "Enter New Payroll" button to submit payroll or choose "edit" from the table below to change an existing payroll (if present).

Enter New Payroll

Year Month Confirmed

Result Pages: 1

Click on the Enter New Payroll button to begin.

The next screen the subcontractor will see is shown below.

The screenshot shows a web browser window displaying the AIMS Contractor Package Management interface. The page title is "Contractor Package Management" and the user is logged in as Peter Godfrey. The main content area is titled "Enter Monthly Payroll" and contains the following information:

Project: PWB CCP 2 Work Site: Colonial House Trade: General Contractors-Residential Buildings, Other t
Company: PWB Contractor: Emily Kuziej

Instructions: All payroll should reflect only straight-time wages for work performed on site. Overtime wages should be calculated as regular time. Retain a copy of this form as proof to your insurance carrier in the event of audit.

Report payroll only for the WC Codes listed below. If you have payroll for a code not listed above, add that payroll to the most appropriate code or call the OCP/CCP administrator for instructions.

Project: PWB CCP 2 Work Site: Colonial House Trade: General Contractors-Residential Buildings, Other t
Company: PWB Contractor: Emily Kuziej

Month and Year: April 2014

WCCode	WCDesc	Hours	Payroll
5432	Carpentry NOC - \$23 hr	0	0
8810	Clerical Office Employees	0	0
5403	Carpentry NOC - \$23 hr	0	0

Final Payroll

Action Item
 Confirmation

Notes:

Cancel Submit

Send Comments to Contractor



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Follow the instructions shown. Payroll must be reported excluding taxes, medical benefits, bonuses, vacation pay, etc. Treat any overtime pay at the straight time rate. If there is no payroll to report for a particular month, the subcontractor must still log in and report zero (0) hours/payroll. This information must be submitted by the 10th of each month during the active construction phase of the project. The insurance carrier will conduct periodic audits of subcontractor payroll records both during and after the course of work, so it is important that your payroll be reported accurately. Overstating or understating payroll can adversely impact PWB's premium to the insurance carrier. Once payroll and labor hours are entered, click the Submit button. If this is the final payroll for the contract, check the Final Payroll box before selecting submit. Failing to submit payroll reports may result in the suspension of progress payments until all missing information is received, as well as fines and penalties as outlined above.

Once the final payroll has been entered, proceed to Phase 3.



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Phase 3: Close Out Process

Once the subcontractor has completed work for a site, the sub needs to close out his participation in that site.



Select the Completion Notice button on the Action Panel. A small window will appear. Add the last date worked on the jobsite, and select 'submit.' Note: The final date cannot be entered until after that date has passed.

The subcontractor will not receive his final payment until his participation has been closed out AND verified.

Once the final date has been entered, AIMS will verify all the information in the system, and correct any inconsistencies, to determine the final deduct. Any resulting adjustment will be deducted from the final payment due the sub. Recall that the original deduct is the MINIMUM amount to be deducted.





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Reports & Other Useful Information

CAP provides a series of reports that the subcontractor can access to help with managing his obligations to the CCIP. The most useful reports are briefly described below, along with instructions on how to access them.



- Payroll report: This report will show the subcontractor the payroll amounts entered into the CAP system for a specific project. In order to run this report, click on the Reports link from



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-
-
- The menu panel. Choose the project (CCIP 1 or CCIP 2) from the drop-down box. Select the report named Contractor Payroll, Hours, & Labor Rate. Select the worksite that needs to be viewed. Select Build Report to the right of the page. The subcontractor can export the report as a PDF, Excel, or Word document.
- Missing Payroll report: This report will allow the subcontractor to see the work sites that are currently missing payrolls. To run this report, select the Reports link from the menu panel, and choose the project (CCIP 1 or CCIP 2) from the drop-down box. Select the report, Missing Payroll by Contractor. Select the worksite(s) that are being reviewed. Select Build Report to the right of the page. The subcontractor can export the report as a PDF, Excel, or Word document.
- Contractor Close Out report: This report will show the subcontractor which projects are not yet closed out in CAP. To run this report, click on the Reports link from the menu panel. Choose the project (CCIP 1 or CCIP 2) from the drop-down box. Choose the worksite(s) being reviewed. Select Build Report to the right of the page. The subcontractor can export the report as a PDF, Excel, or Word document.

We encourage subcontractors to explore all the available reports to determine which are most useful them. Questions about using reports should be directed to the AIMS Service Team.



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Certificates

The subcontractor will receive an automated email containing its Certificate of Insurance for its coverage under the CCIP. If additional copies are needed, the subcontractor can retrieve the certificate directly from the CAP system. To access, click the Certificates button on the Action Panel.

Contractor Package Management

Project: Pacific West Builders Work Site: Riverbank Family Apartments Trade: Excavation Work
Company: Barney's Rubble Removal Contractor: Barney Bunyon

Published Certificates

GL Dates	Umbrella Dates	WC Dates	Status		
1					

Once in this section, click View button on the right side of the page. The subcontractor can print, and/or save a copy of the certificate.

All Certificates of Insurance from either **enrolled** or **excluded** parties must at least list the following as additional insureds:

Pacific West Architecture
Pacific West Builders
Pacific West Communities, Inc.
The Pacific Companies dba TPC Real Estate Development Services, Inc.



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Renewals (Off-site coverages)

If any of the subcontractors' off-site coverages expire during the period of active work on the project site(s), the subcontractor must submit a Certificate of Insurance evidencing that coverage and limits have been renewed and satisfy all insurance requirements, as specified in the contract. This task should be completed thirty (30) days prior to renewal or thirty (30) days prior to any change or replacement of coverage.



PACIFIC WEST BUILDERS

Contacts

OWNER

Company: The Pacific Companies

Primary Contact: Zack Deboi

Address: 430 E. State St.
Eagle, ID 83616

Phone: 208-461-0022 ext. 3018

Fax: 208-461-0033

E-mail: zackd@tpchousing.com

GENERAL CONTRACTOR

Company: Pacific West Builders

Primary Contact: Zack Deboi

Address: 430 E. State St.
Eagle, ID 83616

Phone: 208-461-0022 ext. 3018

Fax: 208-461-0033

E-mail: zackd@tpchousing.com

BROKER

Company: AIMS Insurance Program Managers

Primary Contact: Service Team

Address: 1418 N. Scottsdale Rd., Suite 120
Scottsdale, AZ 85257

Phone: 602-635-4842

Fax: 480-991-0634

E-mail: pwb@aimsinsurance.com

WORK. COMP. CLAIMS MANAGER

Company: Chartis Insurance, Inc.

Primary Contact: Elia Juarez

Address:

Phone: 800-910-2667

Fax: 866-739-6981

E-mail: westernwcnewloss@aig.com

WRAP-UP ADMINISTRATOR

Company: AIMS Insurance Program Managers

Primary Contact: Service Team

Address: 1418 N. Scottsdale Rd., Suite 120
Scottsdale, AZ 85251

Phone: 602-635-4842

Fax: 480-991-0634

E-mail: pwb@aimsinsurance.com

CONTRACTS MANAGER

Company: Pacific West Builders

Primary Contact: Danielle Waldron

Address: 430 E. State St.
Eagle, ID 83616

Phone: 208-461-0022

Fax: 208-461-0033

E-mail: daniellew@tpchousing.com



**PACIFIC
WEST
BUILDERS**

Appendices

Appendix A: CCIP Coverage Outline

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

A. Coverage A – Statutory Benefits

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

B. Coverage B – Employer's Liability

Limits of Liability: \$ 1,000,000 Bodily Injury Each Accident
 \$ 1,000,000 Bodily Injury by Disease/Each Employee
 \$ 1,000,000 Policy Limit for Bodily Injury by Disease

COMMERCIAL GENERAL LIABILITY & UMBRELLA/EXCESS LIABILITY INSURANCE

A. Limits of Liability: \$ 2,000,000 Each Occurrence Combined Single Limit
 \$ 2,000,000 Personal/Advertising Injury Limit
 \$ 4,000,000 General Aggregate Limit – Applies
 Per location/Per project
 \$ 4,000,000 Products/Completed Operations Aggregate Limit
 Per Project
 \$ 8,000,000 Program General Aggregate Limit
 \$ 4,000,000 Program Products-Completed Operations
 \$ 100,000 Damage to Premises Rented to You
 \$ 5,000 Medical Expense Limit (any one person)
 10 Years Completed Operations Extension Period

*The Products/Completed Operations Aggregate will apply to the construction period of the Project and is extended for the duration of any applicable statute of limitations or repose. Coverage is also extended to cover bodily injury or property damage occurring; (a) during the products/completed operations extension and (b) from the service or repair of your work or your product (warranty work).

B. Policy Form: ISO "Occurrence" form CG0001 (10/01 edition)

C. Following Form Excess Limits: \$10,000,000/10,000,000 Each Occurrence/Aggregate

D. Notable Amendments of Coverage

- CA Insurance Guarantee Association Fund
- Service of Suit



PACIFIC WEST BUILDERS

- Amendment of Duties in the Event of Occurrence
- Incidental Medical Malpractice Liability Coverage
- Bodily Injury Definition Extension
- Amendment of Other Insurance
- Composite Rate Plan Endorsement
- Deductible Endorsement – Form A – if applicable
- Unintentional Errors & Omissions Endorsement
- Completed Operation Extension (Non-residential Only)
- Fellow Employee Exclusion Amendment
- Amendment of Expected or Intended Injury Exclusion
- Property Damage To Insureds Work
- Consent to Transfer of Your Rights & Duties Endorsement
- LRRP Long Form Endorsement
- Additional Definitions Endorsement
- Amendment of Limits of Insurance
- Eminent Domain Condemnation, Proceeding
- Amendatory Endorsement – Coverage Territory
- Primary Coverage for Specified Persons or Organizations Names as Additional Insureds
 - Ongoing Operations and Completed Operations
- Condominium Exclusion – Products/Complete Operations
- Additional Insured – Owners, Lessee or Contractors
- Earlier Notice of Cancellation Provided By Us
- Additional Insured – Mortgagee, Assignee or Receiver
- Limitation of Coverage to Designated Premises
- Amendment of Liquor Liability Exclusion
- Waiver of Our Rights to Recover From Others Endorsement
- Contractual Liability - Railroads
- Amendment of Contractual Liability Exclusion for Personal Injury
- California Changes – Cancellation & Non-Renewal

E. Notable Exclusions of Coverage

- Lead Liability Exclusion
- Radioactive Matter Exclusion
- ERISA Exclusion
- Securities & Financial Interest Exclusion
- Exclusion for Montrose Continuing or Progressive Endorsement
- Fungus Exclusion
- Asbestos & Silicosis Exclusion Endorsement
- Exclusion – Injuries or Damages Due To Water Seepage, Leakage or Intrusion from Exterior Wall Applications
- Exclusion – Violation of Statutes in Connection with Sending, Transmitting or Communicating Any Material or Information (CAN-SPAM Act)
- Damage to Property Exclusion (Builder's Risk Exclusion)
- Employment Related Practices Exclusion
- Total Pollution Exclusion with a Hostile Fire Exception
- Exclusion Contractor - Professional Liability
- Nuclear Energy Liability Exclusion Endorsement (Broad Form)

Appendix B: Contract Amendment, known as Exhibit C

Exhibit C

The Subcontract between _____ (“Contractor”) and _____ (“Subcontractor”) dated _____ (“Subcontract”) for work on the _____ project (“Project”) is hereby amended and/or modified as set out below.

Overview. Contractor has arranged for this Project to be insured under a Contractor Controlled Insurance Program (“Program”), commonly referred to as a Wrap-Up, as set forth in greater detail below. The Program is administered by AIMS Insurance Program Managers (“Program Administrator”). AIMS Insurance Program Managers has also acted as broker in connection with the placement of the Program Coverages described herein. Contractor and Subcontractor agree that compliance with the terms and conditions of the Program is a material part of the Subcontract. Because the Program provides coverage for multiple projects, its limits of liability are not dedicated solely to the Project, but rather are shared with all enrolled projects. The Program is more fully described in the Project’s CCIP Procedures Manual (“Insurance Manual”) which is incorporated as an exhibit into this Exhibit, and the Subcontract by this reference. Parties performing labor or services at the Project site, including all sub-tier contractors, shall enroll in the Program unless they are Excluded Parties (as defined below). The Program will provide Enrolled Parties (as defined below) with Workers’ Compensation and Employer’s Liability insurance, Commercial General Liability insurance, and Excess and/or Umbrella Liability insurance (hereinafter “Program Coverages”) as summarily described below.

For purposes of this Exhibit, Subcontractors of any tier shall collectively be referred to as “Subcontractor”

1. **Definition of Enrolled Parties.** Enrolled Parties are: the Contractor and eligible Subcontractors of all tiers and other persons or entities that Contractor has designated and that have received confirmation from the Program Administrator that they are enrolled in the Program. Enrolled Parties shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverages specified in Section 7 below, and in the Insurance Manual. The enrollment process is described in the Insurance Manual, which is available online at Contractor’s website, located at <http://www.tpchousing.com/contractors/>.

2. **Definition of Excluded Parties.** The Program does not provide Program Coverages to the following “Excluded Parties”:

- (A) Hazardous materials remediation, removal and/or transport companies and their consultants;
- (B) Architects, surveyors, engineers, and soil testing engineers, and their consultants;
- (C) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers, and others who merely transport, pick up, deliver, or carry materials, personnel, parts, or equipment or any other items or persons to or from the Project site; or
- (D) Any Subcontractor that does not perform any actual labor on the Project site;
- (E) Any parties or entities excluded by Contractor even if they are otherwise eligible;
- (F) Any parties who do not become enrolled in, or are not covered by the Program. Such parties are typically the perimeter fence, port-a-potty, potable water and similar contractors.

Excluded Parties and parties no longer enrolled in, or covered by, the Program shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverages specified in Section 8, below, and in the Insurance Manual.

3. **Program Insurance Policies Establish Program Coverages.** The Program Coverages, endorsements, and exclusions summarized in this Exhibit and in the other contract documents are set forth in full in their respective insurance policy forms. The summary descriptions of the Program Coverages, endorsements, and exclusions in this Exhibit or the Insurance Manual are not intended to be complete, or to alter or amend any provision of the actual Program Coverages. In the event any provision of this Exhibit, the Insurance Manual, the Subcontract, or the summary set out below conflicts with the Program insurance policies, the provisions of the actual Program insurance policies shall govern.

4. **Summary of Program Coverages.** Program Coverages shall apply only to those operations of each Enrolled Party performed *at the Project site* and in connection with the Work, and only to Enrolled Parties that are eligible for the Program. Program Coverages shall not apply to ineligible parties, even if they are erroneously enrolled in the Program. An Enrolled Party’s operations away from the Project site, including product manufacturing, assembling, or otherwise, shall only be covered if such “off-site” operations are identified and are dedicated solely to the Project. Program Coverages shall not cover “off-site” operations until receipt by Subcontractor of written acknowledgment of such coverage from the Program Administrator. The Program shall provide only the following insurance to eligible and Enrolled Parties:

Summary Only

(1) **Workers’ Compensation Insurance** Statutory Limit
This insurance is primary for all occurrences at the Project site.

(2) **Employer’s Liability Insurance**

Bodily Injury by Accident, each accident	\$1,000,000
Bodily Injury by Disease, each employee	\$1,000,000
Bodily Injury by Disease, policy limit	\$1,000,000

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

(3) **Commercial General Liability (“CGL”) Insurance** (Equivalent to ISO Occurrence Form)

Each Occurrence Limit	\$2,000,000
Personal & Advertising Injury Limit	\$2,000,000
General Aggregate Annual Limit (Per Project) for all Enrolled Parties	\$4,000,000
Ten Years Products and Completed Operations Extension Products & Completed Operations Annual Aggregate (Per Project)	

for all Enrolled Parties	\$4,000,000
Program General Aggregate Limit (Per Year)	
for all Enrolled Parties	\$8,000,000
Program Products & Completed Operations Aggregate (Per Year)	
for all Enrolled Parties	\$4,000,000
This insurance is primary for all occurrences at the Project site.	

The CGL limits are shared by all Insureds under the Program. Aggregate limits reinstate annually, except for the third year, which remains a single limit.

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

(4) **Umbrella Liability Insurance (over Employer's Liability & Commercial General Liability)**

Combined Single Limit	\$10,000,000
General Annual Aggregate	
for all Enrolled Parties	\$10,000,000
Products & Completed Operations Aggregate	
for all Enrolled Parties	\$10,000,000

Ten Years Products and Completed Operations Extension. The limits are shared by all Insureds under the Program. The aggregate limits apply to all projects declared under the policy during its term.

5. **Contractor's Insurance Obligations.** Contractor shall pay the costs of premiums for the Program Coverages. Contractor will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits, or otherwise. Contractor hereby assigns, and shall ensure that each of its Subcontractors assign to Contractor the right to receive all such adjustments. Contractor assumes no obligation to provide insurance other than that specified in this Exhibit and in the Program insurance policies. Contractor's furnishing of Program Coverages shall in no way relieve or limit, or be construed to relieve or limit, Subcontractor of any responsibility, liability, or obligation imposed by the Subcontract, other contract documents, the Program insurance policies, or by law, including without limitation any indemnification obligations which Subcontractors has to Contractor. Contractor reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the Subcontract or other contract documents.

6. **Subcontractor's Program Obligations.** Subcontractor shall:

(A) Incorporate the terms of this Exhibit into all Subcontracts between Subcontractor and its sub-subcontractors of all tiers;

(B) Prior to the commencement of Work, enroll in the Program within ten (10) business days of execution of the Subcontract with Contractor, or no less than three (3) business days prior to commencement of Subcontractor's work at the site, and maintain enrollment in the Program. Subcontractor agrees to comply with the enrollment procedures set forth in the Insurance Manual which are generally described as electronically entering all required information using the Program Administrator's online Contractors' Admin Portal ("CAP") accessed at website, <https://pwb.wrap-up.us>. This includes, but is not limited to, Subcontractor providing contact information, enrollment information, insurance cost information and electronically reporting monthly payroll using CAP. In the event Subcontractor fails to complete the enrollment process prior to the commencement of Work, Contractor shall have the right to impose a non-refundable penalty of \$1,500.00 and Contractor may impose additional penalties including, but not limited to, withholding any payments due Subcontractor, removal from the Project site or termination of the Subcontract. In the event Subcontractor fails to complete the enrollment process after completion of 50% of Work, Contractor shall have the right to impose a non-refundable penalty of \$500.00 and Contractor may impose additional penalties including, but not limited to, withholding any payments due Subcontractor, removal from Project site or termination of the Subcontract;

(C) Notify the Program Administrator of all eligible Subcontractors. Notification of an eligible Subcontractor must occur within five (5) working days of subcontracting with an eligible Subcontractor and prior to that Subcontractor's commencement of Work. Subcontractor shall ensure that each eligible Subcontractor of every tier shall comply with the enrollment procedures set forth in the Insurance Manual, by electronically enrolling in the Program using CAP. Subcontractor shall ensure that each eligible Subcontractor of any tier enrolls in the Program prior to the commencement of that Subcontractor's Work, as well as maintain enrollment in the Program. This includes, but is not limited to, each eligible Subcontractor of any tier providing contact information, enrollment information, insurance cost information and electronically reporting monthly payroll using CAP.

Failure to comply with the provisions of this provision shall be subject to the same penalties as set forth in the preceding paragraph (B);

(D) Comply with all of the administrative, safety, insurance, and other requirements outlined in this Exhibit, the Insurance Manual, the Program insurance policies, or elsewhere in the Subcontract or other contract documents;

(E) Provide to each of its Subcontractors a copy of the Insurance Manual, and ensure Subcontractor compliance with the provisions of the Program insurance policies, the Insurance Manual, this Exhibit, and other contract documents. The failure of Subcontractor to provide each of its eligible Subcontractors with a copy of same shall not relieve Subcontractor from any of the obligations contained therein;

(F) Follow and complete all enrollment procedures and insurance cost reporting procedures. Subcontractors of all tiers shall include in their bids their full cost of insurance, as if the CCIP were not being provided. Subcontractors of all tiers shall follow and complete all enrollment procedures and insurance cost reporting procedures. Contractor shall review all insurance bid deduct information, and identify Subcontractors minimum reduction in insurance costs ("Insurance Credit") due to eligibility for the CCIP Coverages. This Insurance Credit shall be considered the minimum premium due and shall be deducted from Subcontractor's subcontract price, by way of deductive change order. In the event any Subcontractor disputes Contractor's calculation of the Insurance Credit, the Insurance Credit shall be deemed to be a minimum 3% of the Subcontractors' gross contract price, inclusive of insurance costs, until such time as the Subcontractor is able to establish a different amount as the appropriate Insurance Credit. Subsequent change order proposals shall be submitted inclusive of all insurance costs, and Contractor will identify an additional Insurance Credit following the same procedure identified above. At the end of the work, a final deductive change order may be issued by Contractor based on subcontractor's and its sub-tier subcontractors' final payroll;

(G) By signing this Exhibit and/or enrollment in the Program, Subcontractor acknowledges that neither Contractor nor the Program Administrator are agents, partners, or guarantors of the insurance companies providing the Program Coverages (each such insurer, a "Program Insurer"), that neither Contractor nor Program Administrator are responsible for any claims or disputes between or among Subcontractor, its Subcontractors, and any Program Insurer(s), and that neither Contractor nor the Program Administrator guarantees the solvency or the availability of limits of any Program Insurer(s). Any type of insurance coverage or limits of liability in addition to the Program Coverages that Subcontractor requires for its or their own protection, or that is required by applicable laws or regulations, shall be Subcontractor's sole responsibility and expense, and shall not be billed to Contractor;

(H) As to Enrolled Parties, Subcontractor shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the Additional Insurance coverage specified in Section 8 of this Exhibit in a form and from insurance companies reasonably acceptable to contractor for work which is not covered by the Program Coverages;

(I) As to Excluded Parties, Subcontractor shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the Additional Insurance coverage specified in Section 9 of this Exhibit in a form and from insurance companies reasonably acceptable to Contractor;

(J) Cooperate fully with the Program Administrator and the Program Insurers, as applicable, in its or their administration of the Program;

(K) Provide, within five (5) business days of Contractor's or the Program Administrator's request, all documents or information as requested of Subcontractor. Such information may include, but may not be limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, or such other data or information as Contractor, the Program Administrator, or Program Insurers may request in the administration of the Program, or as required by the Insurance Manual;

(L) Report claims, injuries or incidents *immediately* (the same day) upon occurrence to the onsite superintendent and Program Administrator.

Note: Failure to report claims the same day will result in a penalty to subcontractor equal to 25% of the cost of the claim, injury or incident.

7. **Other Insurance Required From Enrolled Parties.** Subcontractor shall obtain and maintain, and shall require all of its Subcontractors that are Enrolled Parties to obtain and maintain, the insurance coverages specified in this Section 7 in a form and from insurance companies reasonably acceptable to Contractor. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. Each policy required under this Section 7, except the Workers' Compensation policy, shall name all parties listed on Exhibit Q in the Insurance Manual as additional insureds. The additional insured endorsement shall be on an ISO Form CG 20 10 07 04, together with ISO Form 20 37 07 04, if available to Subcontractor. The coverage afforded to the additional insureds shall be primary and non-contributory with respect to any other insurance available to the additional insureds, including the Program. Subcontractor shall provide certificates of insurance coverage to the Program Administrator or designated representative as required by the Insurance Manual.

The following coverages are minimums only. In the event the Subcontract requires greater limits and/or coverages, the greater limits/coverages shall be required. The Workers' Compensation, Employer's Liability, and Commercial General Liability insurance required by this Section 8 shall be only for off-site activities or operations not insured under the Program Coverages.

(A) Business Automobile Liability insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers with a combined single limit of not less than \$1,000,000. If transporting hazardous waste/materials from the Site, appropriate MCS-90 endorsement must be attached and supplied to Contractor on a primary basis with \$5,000,000 limits of liability;

(B) Workers' Compensation insurance with statutory limits as required by law, including Maritime and USL&H coverage, if applicable, a Broad Form All States Endorsement, and Employer's Liability insurance with limits of not less than \$1,000,000 bodily injury by accident/each accident, \$1,000,000 bodily injury by disease/policy limit, \$1,000,000 bodily injury by disease/each employee;

(C) Commercial General Liability insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form"). The limits shall be:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury Aggregate	\$1,000,000
Excess/Umbrella Liability Insurance	\$1,000,000

(D) If an exposure exists, Aviation and/or Watercraft Liability Insurance, or any other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the Contractor is required;

(E) If an exposure exists, Pollution Liability Insurance on an "Occurrence Form"

Combined Single Limit each Occurrence	\$2,000,000
Annual Aggregate	\$2,000,000

(F) Professional Liability Insurance for Subcontractors who are performing Design-Build Services. Coverage shall be for a minimum of \$1,000,000 per claim/\$2,000,000 aggregate.

Subcontractor's failure to procure or maintain the insurance required by this Section 8, and to ensure that all of its Subcontractors that are Enrolled Parties maintain the required insurance during the entire term of the Subcontract, shall constitute a material breach of the Subcontract under which the Contractor may immediately suspend or terminate the Subcontract or, at its discretion, procure or renew such insurance to protect the Contractor's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from the Subcontractor.

8. **Insurance Required from Excluded Parties.** Any Subcontractor that is an Excluded Party shall comply with the following minimum requirements for on-site and off-site activities or operations, unless greater limits are set forth in the Subcontract. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. Each policy required under this Section 8, except the Workers' Compensation policy, shall name **Pacific West Builders Inc. DBA Idaho Pacific West Builders Inc.** as additional insureds. The additional insured endorsement shall be on an ISO Form CG 20 10 07 04, together with ISO Form 20 37 07 04, if available to Subcontractor. The coverage afforded to the additional insureds shall be primary and non-contributory with respect to any other insurance available to the additional insureds, including the Program. Contractor shall provide certificates of insurance coverage to the Program Administrator or designated representative as required by the Insurance Manual:

- (A) Business Automobile Liability insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers with a combined single limit of not less than \$1,000,000.
If transporting hazardous waste/materials from the Site, appropriate MCS-90 Endorsement must be attached and supplied to Contractor on a primary basis with \$5,000,000 limits of liability.
- (B) Workers' Compensation insurance with statutory limits as required by law, including Maritime and USL&H coverage, if applicable, a Broad Form All States Endorsement, and Employer's Liability insurance with limits of not less than \$1,000,000 bodily injury by accident/each accident, \$1,000,000 bodily injury by disease/policy limit, \$1,000,000 bodily injury by disease/each employee.
- (C) Commercial General Liability insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form"). The limits shall be:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury Aggregate	\$1,000,000

 Products/Completed Operations Coverage must be maintained throughout the applicable statute of repose.
- (D) Excess/Umbrella Liability Insurance \$1,000,000

Products/Completed Operations Coverage must be maintained throughout the applicable statute of repose.
- (E) If an exposure exists, Aviation and/or Watercraft Liability Insurance, or any other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the Contractor is required.
- (F) If an exposure exists, Pollution Liability Insurance on an "Occurrence Form"

Combined Single Limit each Occurrence	\$2,000,000
Annual Aggregate	\$2,000,000
- (G) Professional liability Insurance for Contractors who are performing Design-Build Services. Coverage shall be for a minimum of \$1,000,000 per claim/\$2,000,000 aggregate.

The failure of any Excluded Party to maintain the insurance required by this Section 8 during the entire term of the Subcontract, shall constitute a material breach of the Subcontract under which the Contractor may immediately suspend or terminate the Subcontract or, at its discretion, procure or renew such insurance to protect the Contractor's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from the Subcontractor.

9. **Subcontractor's Representations and Warranties to Contractor.** Subcontractor represents and warrants to Contractor, on behalf of itself:

- (1) That all information it submits to Contractor or to the Program Administrator shall be accurate and complete.
- (2) That it has had the opportunity to read and analyze copies of the Program insurance policies that are on file in Contractor's office, and that it understands the Program Coverages. Any reference or summary in the Subcontract, this Exhibit, the Insurance Manual, or elsewhere in other contract documents as to amount, nature, type, or extent of Program Coverages and/or potential applicability to any potential claim or loss is for reference only. Subcontractor has not relied upon said reference, but solely upon its own independent review and analysis of the Program Coverages in formulating any understanding and/or belief as to amount, nature, type, or extent of any Program Coverages and/or its potential applicability to any potential claim or loss.

10. **Audits.** Subcontractor agrees that Contractor, the Program Administrator, and/or any Program Insurer may audit any of Subcontractor's payroll records, books and records, insurance coverages, insurance cost information, or any other information that Subcontractor provides to the Program Administrator, or the Program Insurers to confirm their accuracy.

11. **Contractor's Election to Modify or Discontinue Program.** Contractor may, for any reason, modify the Program Coverages, discontinue the Program, or request that Subcontractor withdraw from the Program upon thirty (30) days written notice. Upon such notice, Subcontractor, as specified by Contractor in such notice, shall obtain and maintain, at Contractor's expense (but only to the extent of Subcontractor's original Insurance Credit) all (or a portion thereof as specified by Contractor) of the Program Coverages. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to Contractor's approval.

12. **Replacement of Program Coverage.** In the event the Program is cancelled, terminated or non-renewed, or the Program is otherwise discontinued, Contractor has the right, but not the obligation, to replace the Program with another Program. Contractor shall endeavor to obtain replacement Program which affords coverage substantially similar to that provided by the Program insurance policies; to the extent such coverage is commercially reasonably available. Subcontractor agrees to enroll in any replacement program, under terms substantially similar to those set forth in this Exhibit.

13. **Withholding Payments.** Subcontractor shall not bill Contractor for Subcontractors' costs of any of the insurance coverages provided by the Program. In the Contractor's audit of Subcontractor's records and information as permitted in the Subcontract, or this Exhibit, reveals that Subcontract

has billed Contractor for all or any portion of Subcontractor's cost of insurance coverages provided by the Program, Contractor shall have the right to a full deduction from the Subcontractor Price of any improperly billed amounts, including audit costs. Audit costs include, but are not limited to the fees of the Program Administrator, and the fees of attorneys and accountants conducting the audit and review. If Subcontractor fails to timely comply with the provisions of this Exhibit, Contractor may withhold any payments due to Subcontractor until such time as Subcontractor has performed the requirements of this Exhibit.

14. **Waiver of Subrogation.** Where permitted by law, Subcontractor hereby waives all rights of recovery by subrogation or otherwise (including, without limitation, claims related to deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, insolvency of any insurer, limitations or exclusions of coverage against Owner, Contractor, the Program Administrator, and any of their respective officers, directors, agents, or employees, and any other contractor or subcontractor performing Work or rendering services on behalf of Subcontractor in connection with the planning, development and construction of the Project. Subcontractor shall also require that all insurance coverage related to the Work secured by Subcontractor include similar express waivers and insurance clauses providing that each insurer shall waive all of its rights of recovery by subrogation, or otherwise, against Contractor together with the same parties referenced immediately above in this Section 15. Where permitted by law, Subcontractor shall require similar written express waivers and insurance clauses from each of the Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

15. **Duty of Care.** Nothing contained in this Exhibit or in the Insurance Manual shall relieve Subcontractor of its obligation to exercise due care in the performance of its duties in connection with the Work, and to complete the Work in strict compliance with other contract documents.

16. **Conflicts.** In the event of a conflict, the provisions of the Program policies shall govern, then the provisions of this Exhibit, then the Subcontract and other contract documents, then the provisions of the Insurance Manual.

17. **Selection of Counsel.** Should a claim be made by any third party, to the extent provided by the Program Coverages, Contractor or Program Insurer shall maintain unilateral authority and entitlement to select counsel to represent the Enrolled Parties' interests. Subcontractor agrees that Contractor or Program Insurer may, in its sole and absolute discretion, select the same defense counsel and expert(s) to defend all insureds. To the fullest extent permitted by law, Subcontractor agrees to waive any potential or actual conflict of interest in the selection of counsel by Contractor or Program Insurer.

18. **Safety.** Subcontractor shall establish a safety program that, at a minimum, complies with all Federal, state, and local safety standards, and any safety standards established by Contractor for the Project. Copies of Subcontractors' safety programs shall be submitted to Contractor upon request.

19. **Severability.** In the event any provision of this Exhibit, or any feature of term of the Program is held to be invalid or unenforceable for any reason, the remaining terms, conditions, and features of the Exhibit, and the Program shall continue to be valid and enforceable.