

EXHIBIT G
ROLLING OWNER CONTROLLED INSURANCE PROGRAM (ROCIP)

1.0 Definitions

Certificate of Insurance:	Evidence of the insurance coverage afforded under the ROCIP. Also, evidence of insurance coverage provided by Enrolled Parties for automobile liability and offsite exposures.
Contract:	The written agreement between the City and Contractor describing the Work, Contract Terms and Conditions, or a portion thereof. Also includes a written agreement between a Contractor and any tier of subcontractor.
Contractor:	Prime Contractor, subcontractors of any tier.
Contractor insurance cost	The Costs of ROCIP Coverage is defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to the ROCIP Program.
City (Sponsor):	City of Denver
Owner Controlled Insurance Program (ROCIP):	A coordinated insurance program providing certain coverage, as defined herein, for the City, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
Eligible Employees:	Employees of Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.
Enrolled Parties:	The Contractor and those Subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
Excluded Parties:	Parties not covered by the ROCIP because of ineligibility. No insurance coverage provided by City under the ROCIP shall extend to the activities or products of the following: <ol style="list-style-type: none">(1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s);(2) Hazardous materials remediation, removal, or transportation companies and their consultants;(3) Any architect, engineer or surveyor and their consultants except when approved by City;

- (4) Truckers, haulers, material dealers, vendors, suppliers, 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 Site;
- (5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;
- (6) Any employees of an Enrolled Party who occasionally visits the Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason;
- (7) Persons or entities who are not enrolled parties or included as insureds within the policies;
- (8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer); or
- (9) Any other person or entity specifically excluded by City, in its sole discretion, from participation as Enrolled Parties.

Insured:
(liability policies)

The City, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.

Insurers

Those Insurance Companies providing the ROCIP insurance coverage. The Insurers will be identified in the ROCIP Manual.

Net Bid:

Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the ROCIP Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.

**ROCIP
Administrator:**

Insurance services firm selected by the City to administer the ROCIP and provide insurance brokerage services as required.

ROCIP Manual

A reference document provided to contractors of all tiers, which summarizes the terms and provisions of the ROCIP and provides information about compliance with ROCIP requirements.

Off-Site Work	Work performed away from the Project Site.
Payroll:	For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
Project:	The Project as defined in the contract documents and as described in the Declarations of the ROCIP policies.
Project Site:	Those areas designated in writing by The City of Denver in a Contract document for performance of the Work and such additional areas as may be designated in writing by The City of Denver for Contractor's use in performance of the Work. Subject to ROCIP Insurers written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by The City of Denver, (3) staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or Subcontractors covered by the worker's compensation policy included in the ROCIP, but excluding any permanent locations of Contractor or such covered Subcontractors.
Subcontract:	The written agreement between Contractor and Subcontractor, or between Subcontractor and a lower tier Subcontractor, describing the Work, Subcontract Terms and Conditions, or a portion thereof.
Subcontractor:	Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these Subcontractor's lower-tier subcontractors.
Work:	Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

2.0 General Information

- 2.1 **Insurance Provided by City.** City has arranged for this Project to be insured under an ROCIP. Coverage shall be provided for Workers' Compensation, Employer's Liability, General Liability, Excess Liability, Builders Risk (if applicable) and Contactors Pollution Liability as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by City, except as otherwise provided herein.
- 2.2 **Enrollment Required.** Parties performing labor or services at the Project site are eligible to enroll in the ROCIP, unless they are Excluded Parties (as

defined herein). Participation in the ROCIP is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and use the forms provided in the ROCIP manual to enroll in the ROCIP. When the Contractor and Subcontractors and lower-tier subcontractors are properly enrolled in the ROCIP, the ROCIP Administrator will issue or have issued to the Contractor, Subcontractor and lower-tier subcontractors, prior to their commencing Work on the Project Site, a Certificate of Insurance evidencing the coverage arranged by City.

- 2.4 **Exclusion of Contractor/Subcontractor Insurance Costs from Proposal and Bid Prices.** Contractor shall exclude from Contractor's cost of work, and ensure that each Subcontractor of every tier exclude from their cost of work, normal costs for insurance without an ROCIP for those coverages provided under the ROCIP. The calculation of these costs will be determined using the forms found in the ROCIP Manual. The Costs of ROCIP Coverage includes reductions in insurance premiums, all relevant taxes and assessments, markup on insurance premiums, and losses retained through large deductibles or self-insured retentions, or self-funded other programs. Change orders shall also exclude the Cost of ROCIP Coverage.
- 2.5 **Insurance Premiums.** City will pay the insurance premiums for the ROCIP coverage. The City is responsible for all adjustments to the premiums and will be the sole beneficiary of all dividends, retroactive adjustments, return premiums, and any other monies due through audits or otherwise. The Contractor assigns to the City the right to receive all such adjustments, and will require that each subcontractor of every tier assign to City all such adjustments. The Contractor and the Subcontractors who are Enrolled Parties shall execute such further documentation as may be required by City to accomplish this assignment.
- 2.6 **Off Site Operations.** The ROCIP will provide certain insurance coverage for the City, Contractor and Enrolled Parties, along with their Eligible Employees performing Work at the Project Site. Off-site operations shall be covered only if designated in writing by the City and when all operations at such site are identified and solely dedicated to the Project. Contractors and Subcontractors are responsible to notify the ROCIP Administrator in writing, to request coverage for specified off-site operations. Coverage is not provided at the site unless confirmed in writing by the ROCIP Administrator.
- 2.7 **ROCIP Manual.** As soon as practicable, an ROCIP Manual will be sent to the Enrolled Party and will become a part of the Contract and Contractor's Subcontract with Subcontractor. The ROCIP Manual will contain the administrative and claim reporting procedures. Contractor agrees to and will require that its Subcontractors and their lower-tier subcontractors also cooperate with the ROCIP Administrator in providing all information as required in the ROCIP Manual.
- 2.8 **Conflicts.** The descriptions of the ROCIP Coverages set forth in this Section are not intended to be complete or meant to alter or amend any provision of

the actual ROCIP Policies. The ROCIP coverages and exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages described in the ROCIP Policies and the coverages summarized or described in the ROCIP Manual, this Section or elsewhere in the Contract Documents, the coverages and coverage amounts set forth in the actual ROCIP Policies issued by the ROCIP Insurers shall control. In the event of a conflict between the provisions of this Section and the ROCIP Manual that does not involve any conflict with the provisions of the actual ROCIP Policies issued by the ROCIP Insurers, then the provisions of this Section shall govern.

3.0 Summary of Insurance Coverage

3.1 **Insurance Provided by the City.** Unless otherwise provided herein, prior to commencement of the Work, City, at its sole option and expense, shall secure and maintain at all times during the performance of this Contract the insurance specified below, insuring the City, Contractor, its Subcontractors and such other persons or interests as City may designate with limits not less than those specified below for each coverage.

Workers' Compensation & Employer's Liability:

Coverage: Statutory limits required by the Workers' Compensation Laws of the State of Colorado:

Part One:	Workers' Compensation:	Statutory Limits
Part Two:	Employer's Liability:	
	Bodily Injury by Accident:	\$2,000,000 each accident
	Bodily Injury by Disease:	\$2,000,000 each employee
	Bodily Injury by Disease:	\$2,000,000 policy limit

General Liability (excluding Automobile Liability and Professional Liability):

Coverage: Third party personal injury, bodily injury and property damage liability

Limits of Liability:

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

Above limits are shared for all Roadway Projects/Contracts.

Excess/Umbrella Liability Insurance (limits noted are minimum limits. The City may elect to provide higher limits, based on the size of the Project):

Coverage: Written on a following form basis over the primary policies.

Minimum Limits of Liability:

Each Occurrence	\$50,000,000 or more
General Aggregate	\$50,000,000 or more
Products/Completed Ops Aggregate	\$50,000,000 or more

Products/Completed Operations coverage will extend to the statute of limitations.

Excess Limits above the first \$50,000,000 may apply to all Projects placed under the City's ROCIP.

General Liability Insurance Claim Chargeback. A claims charge-back will be assessed for the amount of any loss payable under the ROCIP Commercial General Liability Policy. The Enrolled Party primarily responsible for causing any bodily injury or property damage liability loss shall be responsible for payment of the charge-back. The charge-back will be calculated on the following sliding scale:

For each Contract per Occurrence:

- \$1,000 for Enrolled Party with contracts up to \$100,000
- \$5,000 for Enrolled Party with contracts between \$100,001 and \$250,000
- \$10,000 for Enrolled Party with contracts between \$250,001 and \$500,000
- \$25,000 for Enrolled Party with contracts over \$500,000

Contractors Pollution Liability Insurance (limits noted are minimum limits. The City may elect to provide higher limits, based on the size of the Project):

Unless other provided, the City shall purchase Contractors Pollution Liability arising from claims for pollution incidents arising from Work or services performed under contract at or from the designed Project Site.

Coverage: Liability or responsibility for unexpected and unintended pollution conditions resulting in bodily injury, property damage or environmental damage from pollution conditions caused by covered operations including completed operations. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure.

Limits of Liability:

Each Loss:	\$10,000,000 or more
Policy Aggregate:	\$10,000,000 or more

Products/Completed Operations coverage may extend for a minimum of eight (8) years after final completion of the Project.

Contractors Pollution Insurance Claims Chargeback. A claims chargeback will be assessed for the amount of any loss payable under the Contractors Pollution. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the ROCIP Insurer for losses attributable to the Contractor's work, acts or omissions, or the work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

Builder's Risk Insurance (if required)

Unless otherwise provided, the City shall purchase and maintain, builder's risk (and/or Installation Floater) in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis (as defined in the builders' risk policy). Such builders risk insurance shall end when the first of the following occurs: 1) the City's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by the City.

Builders' risk insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

This builder's risk insurance shall cover portion of the Work stored off site, and also portions of the Work in transit.

The City and Contractor shall waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by builders risk insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City as fiduciary. The City or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, and they subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation

shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Builder's Risk Insurance Claims Chargeback. A claims charge-back will be assessed for the amount of any loss payable under the Builder's Risk Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the ROCIP Insurer for losses attributable to the Contractor's work, acts or omissions, or the work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

3.2 **Insurance provided by Enrolled Parties.** At their own expense, the Enrolled Parties of all tiers must carry the following minimum coverage and limits:

Commercial Automobile Liability Insurance for contract work both occurring on-site and off-site with limits of liability not less than:

\$1,000,000 Combined Single Limit

This insurance must apply to all owned, leased, non-owned or hired vehicles to be used in the performance of work. Such insurance shall allow contractor to waive subrogation against the City and/or its representatives and all Contractors and Subcontractors prior to loss or shall include a waiver of the insurer's right of subrogation. Contractor hereby waives rights of subrogation against City and/or its representatives and all Contractors and Subcontractors. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

Off-Site Workers' Compensation Insurance, including Employer's Liability with minimum limits of

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

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract. Such insurance (where permissible by law) shall waive subrogation against the City and/or its representatives and all Contractors and Subcontractors

Off-Site Commercial General Liability Insurance for Contract operations not physically occurring within the Project Site with a limit of liability not less than:

Primary Insurance

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

Such policy shall include coverage for contractual liability assumed under the Contract, contractors' protective liability, and explosion, collapse and underground property damage hazards. The Policy Form should be CG 00 01 or equivalent. Contractor and Subcontractors of all tiers will be required to provide additional Insured status to the City for general liability policies in the name of:

CITY AND COUNTY OF DENVER AND THE DEPARTMENT AVIATION, AND MEMBERS OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF DENVER AND THE DEPARTMENT OF AVIATION, AND THE OFFICERS, AGENTS AND EMPLOYEES OF THE CITY AND COUNTY OF DENVER AND THE DEPARTMENT OF AVIATION, INDIVIDUALLY AND COLLECTIVELY, AS ADDITIONAL INSUREDS

The additional Insured status shall provide coverage for the Premises/Operations and Products/Completed Operations exposures and shall indicate that such coverage is primary to any insurance carried by the City.

3.2.1 Insurance provided by Enrolled Parties for Special Situations. The Contractor or Subcontractor of any tier, at its own expense, shall provide and maintain the following insurance of the type and in limits as set forth by City risk management should construction operations warrant such coverage.

Aircraft/Aviation Liability. Should aircraft of any kind be used by the Contractor, or by anyone else on its behalf, the Contractor shall contact City risk management to ensure the appropriate aircraft/aviation liability is in place. All limits, coverages, and endorsements will be set and enforced by City risk management.

3.3 Insurance Requirements for Excluded Parties. Contractor and each Subcontractor and its lower-tier subcontractors shall require all Excluded Parties, as defined herein, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement. The ROCIP, ROCIP Policies, and ROCIP Coverage shall not apply to Excluded Parties, even if erroneously enrolled in the ROCIP. Excluded Parties and parties no longer enrolled or covered by the ROCIP or erroneously enrolled in the ROCIP shall obtain and maintain, and require by contract that each of their lower-tier Subcontractors obtain and maintain at a minimum, the insurance coverage required by Section 3.2 above, and as required by the ROCIP Manual.

4.0 Contractor Warranties and Agreements

- 4.1 **Accuracy of Contractor-provided Information.** Contractor warrants that all information submitted to the City or the ROCIP Administrator is accurate and complete to the best of its knowledge. Contractor will notify the City or Administrator immediately in writing of any errors discovered during the performance of the work.
- 4.2 **Contractor Responsible To Review Coverage.** Contractor acknowledges that all references to ROCIP policy terms, conditions, and limits of liability in this document, as well as the ROCIP Manual, are for reference only. Contractor and its subcontractors are responsible for conducting their own independent review and analysis of the ROCIP coverage in formulating any opinion or belief as to the applicability to such coverage in the event of any loss or potential claim. Any type of insurance or increase of limits not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- 4.3 **Audit.** Contractor agrees to make its records available for review and to cooperate with the insurers, the City, the Auditor of the City, and the representatives of the aforesaid parties in the event of an audit. In the event that a City audit of Contractor's records, as permitted in the Contract or other ROCIP documents, reveals a discrepancy in the insurance, payroll, safety, or any other information required to be provided to City or ROCIP Administrator, or reveals inclusion of costs for ROCIP coverage in any payment for the work, City will have the right to deduct from payments due Contractor all such insurance costs as well as all audit costs.
- 4.4 **Insurance Costs Removed.** Contractor warrants that the Costs for insurance as provided under the ROCIP were not included in Contractor's bid or proposal for the Work, the Contract Price/Contract Sum, and will not be included in any change order or any request for payment for the Work or extra work.

5.0 Contractor Obligations

- 5.1 **ROCIP Documents shall be provided to Subcontractors.** Contractor shall furnish each bidding Subcontractor, vendor, supplier, material dealer or other party a copy of this ROCIP Exhibit and the ROCIP Manual and shall incorporate the terms of this Exhibit in all contracts and agreements entered into for performance of any portion of the Work.
- 5.2 **Timely Enrollment Required.** Contractor shall enroll in the ROCIP within five (5) days request by City or its ROCIP Administrator. Contractor shall notify each Subcontractor of the procedure for enrolling in City's ROCIP and confirm that enrollment is mandatory but not automatic. Contractor shall assure that Subcontractor and its lower-tier subcontractors shall not commence work until verification of enrollment is confirmed by the ROCIP Administrator by the issuance of a Certificate of Insurance.

- 5.3 **Compliance with Conditions.** Contractor shall not violate any condition of the policies of insurance provided by City under the terms of this ROCIP Exhibit or the ROCIP Manual. All requirements imposed by the subject policies and to be performed by Contractor shall likewise be imposed on, assumed, and performed by each Subcontractor and their lower-tier subcontractors.
- 5.4 **Claims Cooperation.** Contractor shall participate in the claim reporting procedures of City's ROCIP. Contractor agrees to assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of operations within the scope of the Work required by the Contract, and to cooperate with the Insurer in all claims and demands which City's Insurer(s) is called upon to adjust or to defend against. Contractor shall take all necessary action to assure that its Subcontractors and their lower-tier subcontractors comply with any such request for assistance and cooperation. This obligation includes, without limitation, providing light or modified duty for injured workers, appearing in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required
- 5.5 **Monthly Payroll Submission.** All Enrolled Parties shall submit monthly payrolls and worker-hour reports to City or ROCIP Administrator on the form required in the ROCIP manual. This reporting form will be provided to all Contractors at time of enrollment into the ROCIP. Failure to submit these reports may result in funds being held or delayed from monthly progress payments. The form must be submitted for each month, including zero (0) payroll, if applicable, until completion of the Work under each Contract and Subcontract. For those Subcontractors and lower-tier subcontractors performing Work under multiple Subcontracts, a separate form is required for each Subcontract under which Work is being performed.
- 5.6 **Response to Information Requests.** All insurance underwriting, payroll, rating or loss history information requested by City or the ROCIP Administrator shall be provided by the Contractor within three (3) business days of the request. Contractor agrees (and will require each Subcontractor to agree) that City, City's insurer or City's representative may audit the Contractor's or Subcontractor's records and the records of lower-tier subcontractors to confirm the accuracy of all insurance information provided, including, without limitation, any such information that may have any effect on insurance resulting from changes in the Work. At all times during performance of the Contract and Subcontracts, the Contractor, Subcontractor and lower-tier subcontractors shall cooperate with City, ROCIP Administrator and ROCIP insurers.
- 5.7 **Responsibility for Safety.** Notwithstanding the ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of

Work, including, without limitation, any safety programs or procedures that are required by any applicable state or federal laws, rules or regulations, or by the terms of the ROCIP Manual.

- 5.8 **Duty of Care.** Nothing herein shall relieve the Enrolled Parties of their respective obligations to exercise due care in the performance of their duties in connection with the Work or to complete the Work in strict compliance with this Contract and subsequent subcontracts.

6.0 Notices, Costs

- 6.1 **Limitations on City Provided Coverage.** City assumes no obligations to provide insurance other than that evidenced by the policies referred to in Paragraph 3.1 and subparagraphs. City, however, reserves the right to furnish insurance coverage of various types and limits provided that such coverage shall not be less than that specified in Paragraph 3.1 and the costs of such insurance shall be paid by City. The ROCIP also does not cover Workers' Compensation claims or Commercial General Liability claims arising from "Off-Site Work."

- 6.2 **Contractors Responsible for Own Equipment.** Contractors' Equipment insurance for all construction tools and equipment whether owned, leased, rented, borrowed or used on work at the Project Site is the responsibility of the Contractor and/or Subcontractor, and the City shall not be responsible for any loss or damage to tools and equipment. This Contractors' Equipment insurance shall contain a waiver of subrogation against City and/or its representatives and all approved Contractors and Subcontractors. If an individual Enrolled Party does not purchase such insurance, that Enrolled Party will hold harmless City and/or its representatives and other Enrolled Parties for damage to tools and equipment.

- 6.3 **No Release; No Waiver of Immunity.** The provision of the ROCIP shall in no way be interpreted as relieving CM or any Subcontractor of any responsibility or liability under the Contract Documents, the ROCIP Policies, or Applicable Laws, including, without limitation, Contractor's and Subcontractor's responsibilities relative to indemnification and their obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract Documents. The parties hereto understand and agree that the City, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City, its officers, officials and employees.

- 6.4 **City Right to Withhold Payments.** In addition to any other rights of withholding that City may have under the Contract Documents, City has the right to withhold any payments otherwise due to Contractor in the event of a failure by Contractor or any Subcontractor to comply with the requirements of

- this Exhibit or the ROCIP Manual. City may withhold from any payment owing to Contractor the Costs of ROCIP Coverage if included in a request for payment. Such withholding by City shall not be deemed to be a default under the Construction Contract. City shall withhold from Contractor the Costs of ROCIP Coverage attributable to an increase in an Enrolled Party's total payroll for the Work over the amount reported to City and ROCIP Administrator at time of enrollment in the ROCIP.
- 6.5 **City Remedies.** Without limitation upon any of City's other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit or the ROCIP Manual shall be deemed a material breach of the Construction Contract, thereby entitling City, at its option, upon notice to Contractor, to suspend performance by Contractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) or terminate this Construction Contract for cause.
- 6.6 **Off-Site Storage.** Unless otherwise provided in the Contract Documents, the property insurance provided by the City shall not cover portions of the Work stored off the Site without written approval of the City. Contractor shall be responsible for reporting such property or work if ownership has been transferred to the City. If ownership rests with the Contractor, Contractor shall be responsible for obtaining insurance to protect its interests.
- 6.7 **Partial Occupancy.** Partial occupancy or use shall not commence until the insurance company or companies providing builders risk and/or property insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- 6.8 **City Right to Exclude Parties from ROCIP.** City reserves the right to exclude any Subcontractor from the ROCIP, before or after enrollment by the Subcontractor into the ROCIP. If City elects to exclude a Subcontractor from the ROCIP, the Contractor will be responsible for ensuring the insurance coverage outlined in the Contractor's Subcontract Agreement are provided to the City or ROCIP Administrator before the Subcontractor can begin or resume work on the Project.
- 6.9 **City's Right to Modify or Discontinue ROCIP Coverages.** The City may, for any reason, modify the ROCIP Coverages, discontinue the ROCIP, not bind the ROCIP Coverages, or request that Contractor or any Subcontractor withdraw from the ROCIP upon thirty (30) Days' written notice. The Contractor and the Subcontractors shall in such an event secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the ROCIP. Provided that the foregoing is not the result of any failure by the Contractor or any Subcontractor to comply with the requirements of the Contract Documents or ROCIP Reference Guide, the costs of such replacement insurance shall be deemed a Cost of Work for

which the Contractor shall be entitled to a Contract Adjustment, without any sum added thereto for Allowable Markup. The form, content, limits of liability, cost and the rating of the insurer issuing such replacement insurance shall be subject to the City's prior written approval.

- 6.10 **City Right to Purchase Other Coverages.** The City reserves the right at its option, and without obligation to do so, to furnish other insurance coverage of various types and limits if such coverage is not less than that specified in the Contract Documents to be provided by the City. Apart from the ROCIP Coverages, the City may at its option purchase additional insurance coverages that insure the Project that may not necessarily insure the Contractor or the Subcontractors. Without limitation, examples of such coverage may include pollution liability, excess professional liability, and excess automobile liability insurance.