

ATTACHMENT E



Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS



COURTHOUSE CONSTRUCTION PROGRAM

“NEW NORTH COUNTY COURTHOUSE”
Superior Court of California, County of Butte

OWNER CONTROLLED INSURANCE PROGRAM MANUAL

PREPARED BY:

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SECTION 1: INTRODUCTION

The Administrative Office of the Courts (AOC) is charged to undertake the construction of the New North County Courthouse for the Superior Court of California, County of Butte (Project). This is a complete ground up construction of a new 5-courtroom project of 65,096 building gross square feet (BGSF) including basement, in the northern part of the Butte County, in the greater Chico area. The project will provide space for the three existing judgeships, plus the two new judgeships already approved under SB 56 and AB 159. The increase from three existing to five new courtrooms will provide expanded court services through increased judicial-proceedings capacity.

The AOC looks forward to safely completing the construction of the Project in partnership with each contractor engaged with us. Thank you for joining with us in this undertaking. Together, we will vastly improve access to justice for the people of Butte County and California.

James E. Mullen
Senior Risk Manager
Judicial Branch Capital Program Office
Administrative Office of the Courts

SECTION 2: OCIP OVERVIEW

The State of California acting by and through the Judicial Council of California and its administrative agency the Administrative Office of the Courts (AOC) has elected to implement an Owner Controlled Insurance Program (OCIP) for Enrolled Contractors providing direct labor at the Project Site. The information contained in this manual is a component part of each Contract under which a Contractor performs work at the Project Site, and does include elements of the insurance provisions also included in the general terms and conditions of each Contract.

The advantages of an Owner Controlled Insurance Program include:

- a) Uniform insurance protection;
- b) Extended Completed Operations coverage;
- c) Centralized safety, loss prevention and claims handling; and,
- d) Reduction of potential litigation between contractors.

- 2.1 All costs associated with the OCIP, except for the loss sharing provision provided for in the Contract, will be paid by the AOC. In consideration for its paying these costs, the AOC requires that each Contractor who may become enrolled in the OCIP shall exclude all insurance costs associated with the coverage provided by the OCIP in their bids for work under a Contract. At the time of bid each Contractor eligible to participate in the OCIP will have to verify under penalty of perjury and the risk of reduction of their Contract value or termination of the Contract that the cost of insurance provided by the OCIP has been excluded from their bid.
- 2.2 Participation in the OCIP is mandatory for all Contractors working on the Project Site with exception of those specifically designated as Excluded Contractors.
- 2.3 Once a Contractor has been selected to perform work at the Project Site, they must provide the following documents prior to starting work at the Project Site:
 - 1.3.1 If the Contractor is to be enrolled in the OCIP the following are provided to the OCIP administrator:
 - a) The completed and signed OCIP Enrollment Form (as Exhibit 1);
 - b) Copies of its existing practice workers' compensation, and commercial general liability declarations pages and rating schedules;
 - c) Copies of the certificate(s) of insurance required for compliance with terms of the Contract and Section 7 of this Manual - Enrolled Contractor Required Insurance – Other Than OCIP Insurance
- 2.4 If a Contractor is not to be enrolled in the OCIP the following must be provided to the General Contractor:
 - 1.4.1 Copies of the certificate(s) of insurance required for compliance with terms of the Contract and Section 10 of this Manual – Excluded Contractor Required Insurance
- 2.5 All of the required documents of Enrolled Contractors are to be emailed or faxed to the OCIP Administrator at:

OCIP Administrator
wrap_aoc@willis.com
Phone: (213) 685-6285
Fax: (213) 607-6295

- 2.6 All e-mail correspondence should include, "New North County Courthouse" on the subject line.
- 2.7 Online enrollment is available for Contractors. The General Contractor will need to contact the OCIP Administrator in order to obtain access to the WrapTrac system on behalf of any subcontractor.

SECTION 3: PROGRAM DEFINITIONS

AOC	The State of California, acting by and through the Judicial Council of California and its administrative agency the Administrative Office of the Courts, is the Project owner and the entity that determines which insurance will be included in the OCIP and procures the policies and controls the OCIP insurance program.
/General Contractor	Means the firm to which the AOC has awarded a contract for the successful construction of the Project as set forth in the contract between the AOC and the General Contractor
Contract	Means the general terms and conditions of the each contract for construction awarded by the AOC to the General Contractor, or by the General Contractor to its subcontractors, or by each subcontractor to their sub-subcontractors of every tier, to perform work at the Project Site.
Contractor(s)	Means the General Contractor and subcontractors of every tier performing labor or services at the Project Site who are eligible to be enrolled in the OCIP. Suppliers that perform or subcontract installation, temporary labor services, and leasing companies providing direct labor may be enrolled in the OCIP at the discretion of the AOC. If not enrolled in the OCIP such Contractors would by definition, be an Excluded Contractor.
Enrolled Contractors	Contractors of every tier who have been awarded a Contract, who meet the OCIP enrollment requirements, and who have been issued a Certificate of Insurance by the OCIP Administrator.
Excluded Contractors	Means Contractors that are excluded from the OCIP who are contract haulers or truckers (or others merely making deliveries or pickups from the Project Site); vendors, suppliers (who do not perform or subcontract installation); material dealers; manufacturing representatives, equipment rental companies who perform equipment maintenance (does not apply to those who provide operators); architects, surveyors, soil testing contractors, and their consultants; asbestos abatement or other hazardous materials remediation contractors (unless specifically enrolled); Contractors whose sole scope of work includes blasting and/or demolition; unless any of the above are enrolled in the OCIP by specific agreement with the insurer, and those Contractors or entities specifically excluded by the AOC and/or their representatives in their sole discretion, even if otherwise eligible or apparently eligible.

Owner Controlled Insurance Program (OCIP)

A consolidated master insurance and claim management program, under which Commercial General Liability, Workers' Compensation, Employers Liability, Excess Liability, Excess Products and Completed Operations Liability, Builders Risk, and Contractor's Pollution Liability insurance (and other specified coverage) are provided for all Enrolled Contractors, while performing operations at the Project Site.

Project, Project Site (Project Activities)

The project site known as the New North County Courthouse, being constructed in Butte County, CA, which has been designated by the AOC in the construction agreements between the AOC and the General Contractor, and has been scheduled with the OCIP insurance companies, including operations necessary or incidental to the Project being constructed in the state of California. Neither the Project Site nor the Project Activities shall include the Enrolled Contractor's regularly established workplace, plant, factory, office, shop, warehouse, permanent yards or other off-site locations of Contractors, even if such locations are for fabrication of materials to be used at the Project Site unless such off site location or activity has been specifically added to the definition of Project Site and has been accepted by the OCIP insurance companies as such.

SECTION 4: FREQUENTLY ASKED QUESTIONS

Is participation in the OCIP mandatory?

Yes, participation in the OCIP is mandatory but not automatic (see definition of Excluded Contractor). The AOC has decided that this will be an OCIP project and that Contractors must submit the appropriate enrollment forms and receive confirmation of enrollment, prior to performing work at the Project Site.

Do we have a deductible obligation in the event of a loss?

The OCIP program does contain a loss sharing provision wherein all trade contractors and their subcontractors of every tier involved in a loss that would otherwise be insured under the terms and conditions of the OCIP commercial general liability and builders risk insurance, shall share equally in the first \$5,000 of such loss that arises from the performance of the work as reasonably determined by the Contractor.

Will there be an increase in my paperwork and administrative expenses which result from being part of this program?

Some Contractors have concerns about the additional administrative burden that can result from participating in an OCIP. The AOC and its OCIP Administrator will make the OCIP as contractor-friendly as possible. As noted in the OCIP Overview, upon award of a Contract each Enrolled Contractor must complete an OCIP Enrollment form, along with the necessary declarations and ratings pages from its existing practice worker's compensation, and commercial general liability insurance policies, Certificate(s) of Insurance and related endorsements required for compliance with terms of the Contract and Section 7 of this Manual - Enrolled Contractor Required Insurance – Other Than OCIP Insurance, of which samples are attached to this document. On a monthly basis each Enrolled Contractor will submit payroll reports due on the 10th day of the following month.

How often do I have to submit payroll reports to the OCIP Administrator?

On a monthly basis each Enrolled Contractor must submit payroll reports due on the 10th day of the following month. The OCIP Administrator will advise the General Contractor of all payrolls reported monthly for the Project. It's important that monthly payroll be reported consistently, as non-reporting or late-reporting can result in problems with the OCIP.

How do I get credit from my current insurance company for insurance provided by the AOC OCIP?

Make sure you segregate all payrolls reported to the OCIP Administrator for work on this Project. Also, provide your existing practice workers compensation and commercial general liability insurance company auditor with a copy of the OCIP Certificate of Insurance issued by the OCIP Administrator. This should be all the documentation you will need for your existing practice workers compensation and commercial general liability insurance company to credit your policies for the exposures incurred as part of your work on this project and your participation in the OCIP.

Will this replace my current insurance coverage?

No. You must still maintain all your current insurance policies for the exposures not included in the OCIP, or for work that your company is doing away from the Project Site.

Does the Insurance Program cover Truckers, Vendors and Suppliers?

No. Contractors whose sole duties are as truckers are excluded from the program. Suppliers and vendors are also excluded from the program, unless added by specific exception. The definition of Excluded Contractors is provided in Section 3: Program Definitions of this document.

What if I do not report my insurance estimates and payrolls correctly?

As long as payrolls are reported regularly, any increases in the actual payroll reported that differ from the amount estimated as part of the bid may be adjusted at the end of the Enrolled Contractor's Contract.

Is travel time included in payroll?

No. Only work performed at the Project Site is covered under the OCIP.

Who is providing loss control services?

The General Contractor and each Contractor is responsible for Project Site safety. The OCIP insurer and the OCIP Administration Company as well as the AOC, will conduct random safety oversight inspections at the Project Site to augment the safety efforts of the General Contractor in ensuring compliance with all Project Site safety and security standards. These construction safety professionals will coordinate with the General Contractor and all Contractors' safety representatives to ensure compliance and promotion of a safe work environment at the Project Site. Each Contractor will be responsible to follow the requirements of the General Contractor's Project Safety Program, which includes the minimum Project safety requirements established by the AOC in its Project Safety Guidance Manual. The AOC Project Safety Guidance Manual which will be provided to each Contractor by the OCIP Administrator at the time the Contractor is enrolled into OCIP as Exhibit 10 of this Manual.

Who will handle claims?

Claims will be handled by the OCIP insurance companies. All information on how to file claims is included in the OCIP Claims Manual, which will be provided to each Contractor by the OCIP Administrator at the time the Contractor is enrolled into OCIP, as Exhibit 9 to this Manual.

How do I know the claims manager will be as aggressive as my insurance company?

The purpose of the OCIP is to consolidate the risk with a minimum number of insurance companies that all of whom have significant construction expertise. The OCIP

Administration Company is responsible to the AOC and the Contractor with ensuring that claims administration procedures, loss reserves and claim payments are appropriate.

SECTION 5: PROGRAM DIRECTORY

Owner State of California by and through the Judicial Council of California and its administrative agency the Administrative Office of the Courts (AOC)

Project New North County **Courthouse**

AOC Representative James Mullen, CPCU, ARM
Senior Facilities Risk Manager
Judicial Branch Capital Program Office
Phone: (415) 865-4096 (Direct)
Email: James.Mullen@jud.ca.gov

General Contractor _____

Project Manager _____

Designated Safety Coordinator _____

OCIP Administration Willis Insurance Services of California, Inc.

OCIP Program Manager Michael Matamoros, ARM-P
18101 Von Karman Avenue, Suite 600, Irvine, CA 92612
Phone: (949) 885-1227
Fax: (949) 885-1225
E-mail: Michael.Matamoros@Willis.com

OCIP Administrator Matt Harris
801 S. Figueroa Street, Suite 700, Los Angeles, CA 90017
Phone: (213) 607-6285
Fax: (213) 607-6295
E-mail: wrap_aoc@willis.com

OCIP Safety Coordinator John Ritter, CSP
16220 North Scottsdale Road, Suite 600, Scottsdale, AZ 85254
Phone: (602) 510-1849
E-Mail: Ritter_jc@willis.com

OCIP Workers Compensation Claims Consultant Julie Travers, Risk Consultant
801 S. Figueroa Street, Suite 700, Los Angeles, CA 90017
Phone: (213) 607-6330
Fax: (213) 607-6301
E-Mail: Julie.Travers@Willis.com

**OCIP Liability
Claims Consultant** Patrick Boden, Sr. Claims Advocate
801 S Figueroa Street, Suite 700, Los Angeles, CA 90017
Phone: (213) 607-6373
Fax: (213) 607-6301
E-mail: Patrick.Boden@Willis.com

OCIP Insurance Providers

**Primary General
Liability and
Workers
Compensation
Insurance
Program** **Old Republic General Insurance Corporation**
c/o Old Republic Construction Program Group, Inc
225 South Lake Avenue, Suite 900
Pasadena, CA 9110
Phone: (626) 683-5200
Fax: (626) 683-5209
Website: www.orcpg.com

A. M. Best Rating A: IX, Admitted

**Excess Liability
Insurance Carrier
(\$25MM Excess of
Primary)** **Westchester Fire Insurance Company**
1133 Avenue of the Americas, 32nd Floor
New York, NY 10036
Phone: (215) 640-1000
Fax: (215) 640-5592
Website: www.ace-ina.com

A. M. Best Rating A+: XV, Admitted

**Excess Liability
Insurance Carrier
(\$25MM Excess of
\$25MM)** Starr Surplus Lines Insurance Company
90 Park Avenue, 7th Floor
New York, NY 10016
Phone: (646) 227-6523
Fax: (646) 227-660
Website: www.starrcompanies.com

A. M. Best Rating A: XV, Not Admitted

**Builders Risk
Insurance Carrier** Lexington Insurance Company
100 Summer Street
Boston, MA 02110
Phone: (617) 330-1100
Fax: (212) 770-0764
Website: www.chartisinsurance.com

A. M. Best Rating A: XV, Not Admitted

**Contractors
Pollution Liability
Insurance Carrier** Steadfast Insurance Company
1400 American Lane
Schaumburg, IL 60196
Phone: (847) 605-6000
Fax: (847) 330-8718
Website: www.Zurichna.com

A. M. Best Rating A+: XV, Not Admitted

SECTION 6: OCIP INSURANCE COVERAGE

This Section provides a brief description of the insurance provided to Enrolled Contractors under the OCIP. Each Enrolled Contractor will need to refer to the actual insurance policies for details concerning coverage, exclusions, and limitations. While the OCIP is intended to provide uniform coverage and reasonable limits, the OCIP is not intended to meet all the insurance needs of the Enrolled Contractors. Each Enrolled Contractor and Excluded Contractor should discuss the OCIP with its insurance agent, broker, or consultant to assure that it maintains proper insurance coverage and limits of liability as required by the terms and conditions of the Contract under which either an Enrolled Contractor or an Excluded Contractor will provide work at or for the Project Site. Each Enrolled Contractor must notify its insurance agent or broker that the work performed on the Project Site will be insured under the OCIP. This is necessary as the Enrolled Contractors insurance agent or broker must inform the Enrolled Contractor's practice program insurers that the insurance coverages provided under the OCIP are primary on the Project Site.

6.1 Workers' Compensation and Employers Liability

(Off-site operations of a Contractor are excluded from the OCIP unless specifically added to the OCIP by endorsement)

Part One – Workers' Compensation

Statutory Limit

Part Two – Employers' Liability

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

The insurance will include statutory coverage as required by the State of California and other jurisdictions where applicable, and each Enrolled Contractor will be issued a separate Workers' Compensation policy. The insurance will include coverage for US Longshoremen's & Harbors Workers Liability Act, will include a waiver of recovery or subrogation in favor of the Enrolled Contractor, and will include a specific endorsement designating that the insurance is applicable to the Project Site.

The payroll reported on the Payroll Reporting Form that is included as Exhibit 2, and the loss experience incurred on the Project Site will be reported to the California Workers' Compensation Insurance Rating Bureau (WCIRB) in the normal manner for use in calculating the Enrolled Contractor's future experience modifier. Consequently, the loss experience incurred for Enrolled Contractor operations conducted at the Project Site may potentially impact the Contractor's future insurance costs and further underscores the importance of compliance with the Project Safety Program.

6.2 Commercial General Liability

Commercial General Liability Insurance, which shall include coverage for liabilities arising out of premises, operations, independent contractors, products - completed

operations, personal and advertising injury, and liability assumed under an insured contract, for the Enrolled Contractor's operations performed at the Project Site (Off-site operations of a Contractor are excluded from the OCIP unless specifically added by endorsement) with limits not less than:

Limits of Liability (Shared by all Enrolled Contractors insured by OCIP on the Project)

Each Occurrence Limit	\$2,000,000
Personal Liability and Advertising Liability Limit	\$2,000,000
General Annual Aggregate	\$4,000,000
Products - Completed Operations Project Aggregate	\$4,000,000
Damages to Premises Rented to You Limit	\$500,000
Medical Expense Limit	\$10,000

The Products - Completed Operations insurance shall extend for 10 years after substantial completion of the Project, and the corresponding Project aggregate will not reinstate annually following substantial completion of the Project.

6.3 Excess Liability

Excess Liability insurance on a following form basis insuring against Bodily Injury and Property Damage, Products – Completed Operations, Personal and Advertising Injury, and other coverage as specified under Employers' Liability and Commercial General Liability above, for the Enrolled Contractor's operations performed at the Project Site (Off-site operations of a Contractor are excluded from OCIP unless specifically added by endorsement) with limits not less than:

Limits of Liability – (Shared by all Enrolled Contractors insured by the OCIP on the Project)

Each Occurrence Limit	\$50,000,000
Annual General Aggregate (reinstates annually)	\$50,000,000
Products - Completed Operations Project Aggregate	\$50,000,000

The Excess Products - Completed Operations Liability extends for 10 years after substantial completion of the Project, and the corresponding Project aggregate will not reinstate annually following substantial completion of the Project.

6.4 Builders Risk

Builder's Risk Insurance will be provided with limits of liability equal to the final completed value of the Project. The insurance will apply to physical loss or damage to the insured property and shall include coverage for Flood, Water Damage, Earthquake and Earth Movement. The coverage for Flood, Earthquake and Earth Movement will be provided with sub-limits of not less than \$10,000,000 per occurrence and \$10,000,000 project aggregate.

The Builder's Risk Insurance will cover work in the course of construction at the Project Site, at any temporary off-site location, and while in transit. Included within the terms of coverage shall be all buildings, materials, supplies, scaffolding, falsework, and temporary structures located at the Project Site that are to be used in or incidental to the fabrication, erection, testing, or completion of the Project. The Builder's Risk Insurance will also cover the cost of removing debris, including demolition as may be made necessary by the operations of any law, ordinance or regulation resulting from an insured loss.

The Builder's Risk Insurance does exclude loss resulting from war and related causes, terrorism resulting from nuclear, biological or chemical materials, nuclear perils, dishonest acts of employees, mysterious disappearance, and ordinary wear and tear. The insurance policy will also exclude the cost of making good faulty workmanship or materials, but will specifically cover loss or damage arising as a consequence of faulty workmanship or materials.

6.5 Contractors Pollution Liability

Contractors Pollution Liability insurance written on an occurrence form with limits of liability not less than \$10,000,000 per occurrence and \$10,000,000 per project aggregate. Coverage will apply to the operations of Enrolled Contractors, asbestos abatement, or other hazardous materials remediation contractors. The policy will include coverage for claims for Bodily Injury or Property Damage, and remediation costs resulting from a pollution incident caused by or exacerbated by the performance of the Work at the Project Site.

6.6 Extension of Commercial General Liability Insurance for Warranty Work

The OCIP will continue to provide Commercial General Liability insurance covering claims or lawsuits, which result from warranty work undertaken by Enrolled Contractors at the Project Site for a period of 24 months after the Enrolled Contractor's coverage under the OCIP is terminated at the conclusion of the work at the Project Site. This extension of coverage shall not extend the Products Completed Operations Liability insurance past the ten (10) year period after substantial completion of the Project. Any injuries to Enrolled Contractor employees while completing any warranty work shall be covered under the Enrolled Contractor's Worker's Compensation practice policy.

6.7 Evidence of Insurance

Certificates of Insurance will be issued to each Enrolled Contractor by the OCIP Administrator evidencing Workers Compensation, Employers Liability, Commercial General Liability, Excess Liability, Builders Risk, and Contractor's Pollution Liability insurance.

The Enrolled Contractor agrees to be bound by the terms and conditions of the OCIP insurance policies. Redacted copies of the OCIP master insurance policies will be available for review and copying in electronic format.

The policies can be found at: <http://online2.willis.com/sites/usw/361258/01/default.aspx>.

6.8 Contract Termination

Upon completion of all its work at the Project Site, each Enrolled Contractor whose practice insurance policies have been endorsed with a Designated Workplace Exclusion Endorsement should advise their insurance broker/agent of the completion of their work at the Project Site and request this endorsement be deleted from their policies. The endorsement must be deleted prior to any Enrolled Contractor undertaking warranty work at the Project Site that is outside the 24 month warranty work extension period provided by the OCIP.

6.9 OCIP Loss Sharing (General Liability and Builders Risk)

All Trade Contractors and their Subcontractors of every tier involved in a loss that would otherwise be insured under the terms and conditions of the OCIP commercial general liability and builders risk insurance, which arises from the performance of the work as reasonably determined by the Contractor, shall share equally in the first \$5,000 of such loss.

6.10 Multiple Contracts

Enrolled Contractors with more than one Contract to perform work at the Project Site must complete a separate Enrollment Form for each Contract that it has been awarded. The Contractor will remain insured under the OCIP until the last Contract is terminated.

6.11 OCIP Termination/Modification

The AOC reserves the right to terminate or to modify the OCIP or any portion thereof. Should the AOC terminate the OCIP then the AOC will provide ninety (90) days advance written notice of termination or material modification to each Enrolled Contractor that is insured by the OCIP. Upon notice of termination or material modification of the OCIP each Enrolled Contractor will promptly obtain appropriate replacement insurance coverage acceptable to the General Contractor and the AOC. Written evidence of such replacement insurance must be provided to the General Contractor and the AOC prior to the effective date of the termination or modification of the OCIP coverage. The reasonable cost of such replacement insurance shall be reimbursed to the Enrolled Contractor by the General Contractor through additive change orders from funds provided by the AOC.

SECTION 7: ENROLLED CONTRACTOR REQUIRED INSURANCE - OTHER THAN OCIP INSURANCE

In addition to the insurance provided by the OCIP, each Enrolled Contractor is required to maintain, at its own expense and for the duration of its Contract, the following insurance provided on an occurrence basis by an insurance company or companies that are rated “A-VII” or higher by A. M. Best’s key rating guide and are authorized to do business in the State of California. This insurance must be maintained to protect the Enrolled Contractor from project-related, off-site exposures. The limits of liability shown below are minimum limits and are not intended to limit the Enrolled Contractors’ liability under the terms and conditions of the Contract.

7.1 Workers’ Compensation and Employers Liability

Workers Compensation insurance for all of the Enrolled Contractor’s off Project Site employees engaged in the performance of work associated with the construction of the Project, but not insured by the OCIP, with limits of not less than:

Part One – Workers’ Compensation	Statutory Limit
Part Two – Employers’ Liability	
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

The policy must be endorsed to include a Waiver of Subrogation in favor of the General Contractor, the State of California, the Judicial Council of California, the Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents, and other entities, as required by Contract. A copy of the Waiver of Subrogation endorsement must be attached to the Enrolled Contractors’ Certificate of Insurance (sample provided as Exhibit 5).

7.2 Commercial General Liability

Commercial General Liability Insurance, which shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract, for the Enrolled Contractor’s premises and operations located away from the Project Site (other than off Project Site locations approved for inclusion under the OCIP), including Products Liability for any product manufactured, assembled or otherwise worked upon away from the Project Site, with limits not less than:

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

Insurance will be provided on an occurrence basis and shall be endorsed to include:

- a) a Waiver of Subrogation endorsement in favor of the General Contractor, the Judicial Council of California, the Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents, and other entities; (sample endorsement provided as Exhibit 6); and
- b) a Designated Workplace Exclusion;

The Enrolled Contractor shall be responsible for and may not recover from the State of California, the Judicial Council of California, or the Administrative Office of the Courts any deductible or self-insured retention that is connected to the insurance required under its Contract with respect to off Project Site exposures.

If an Enrolled Contractor chooses to have its practice policy endorsed to include the Project Site during the construction period, coverage for the Enrolled Contractor shall be on an Excess and/or Difference-In-Conditions basis with respect to the OCIP insurance. Inclusion of the Project Site on the Enrolled Contractor's insurance policy shall not replace the OCIP insurance or otherwise affect the cost identification requirements described in the Enrolled Contractors Contract and this OCIP Manual. Any cost associated with coverage provided by the OCIP under the Enrolled Contractors practice policy may not be included as a direct cost of work at the Project Site.

7.3 Automobile Liability Insurance

Automobile Liability insurance to cover the ownership, maintenance, use, loading and unloading of all vehicles owned, hired or used by, or on behalf of, the Enrolled Contractor on or away from the Project Site. Such insurance will provide coverage not less than that of the standard Commercial Automobile Liability insurance policy with limits of not less than:

Combined Single Limit (Each accident) **\$1,000,000**

The insurance shall be endorsed to include:

- a) the General Contractor, the State of California, Judicial Council of California, the Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents, and other entities as Additional Insureds using Auto Designated Insured Endorsement ISO CA 20 48 02 99, or equivalent (sample provided as Exhibit 7);
- b) a waiver of subrogation endorsement in favor of the General Contractor, the Judicial Council of California, the Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents, and other entities; using Auto Waiver of Subrogation Endorsement ISO CA 04 44 03 10, or equivalent (sample attached as Exhibit 8); and,

- c) if hazardous materials or waste are to be transported, the Commercial Automobile Liability policy will be endorsed with the MCS-90 Financial Responsibility for Motor Carriers endorsement in accordance with the applicable legal requirements.

7.4 Umbrella/Excess Liability

If necessary to comply with the insurance requirements of its Contract Umbrella/Excess Liability insurance, insuring against Bodily Injury and Property Damage, Personal and Advertising Injury, Products – Completed Operations, and all other coverage as specified above (Employers' Liability, Commercial General Liability and Commercial Automobile Liability). The limits of liability shall not be less than the amount required to meet the insurance requirements for off Project Site related Commercial General Liability, Automobile Liability and Employers Liability as stated in the Enrolled Contractor's Contract, and shall include underlying Commercial General Liability, Business Automobile Liability, and Employers' Liability follow-form wording.

7.5 Certificates of Insurance

All Enrolled Contractors shall maintain the required insurance without interruption from the date of commencement of work until termination of its work at the Project Site as provided for under the terms and conditions of its Contract. All Enrolled Contractors shall provide the General Contractor and the OCIP Administrator with Certificates of Insurance evidencing the coverage, limits, and endorsements to the insurance policies required under this Section 7 are in full force and effect prior to commencement of work on the Project Site. (Sample Certificate of Insurance provided as Exhibit 4). The AOC reserves the right to request copies of specific policies and/or endorsements.

Enrolled Contractors must provide the OCIP Administrator with updated Certificates of Insurance and associated endorsements when policies are renewed or are replaced.

7.6 Notice of Cancellation

The required insurance policies shall specifically provide a written thirty (30) day notice of cancellation, non-renewal or material change to the OCIP Administrator. The Certificate of Insurance need not provide evidence of this 30 day notice; however, the Enrolled Contractor must notify the General Contractor and the OCIP Administrator of any cancellation, non-renewal or material change to the Enrolled Contractors insurance policies.

7.7 Survival

The insurance requirements described in the OCIP Manual are not intended to, and shall not in any way limit or quantify the liabilities and obligations each Enrolled Contractor assumes pursuant to its Contract. The insurance requirements set out in this Manual are a restatement and explanation of the requirements set forth in the Contract under which the Enrolled Contractor will perform work at the Project Site.

7.8 No Release

The AOC's procurement and provision of the OCIP shall in no way relieve the Enrolled Contractor of any responsibility or liability under its Contract, any applicable law, statute, regulation or order, except the responsibility of securing the OCIP coverages if, and commencing when, the bidding contractor becomes an Enrolled Contractor.

SECTION 8: CONTRACTORS' RESPONSIBILITIES

8.1 Enrollment Process

Upon notice of an award to perform work at the Project Site the eligible Contractor shall provide the following documents to the OCIP Administrator prior to any work being performed at the Project Site.

- a) **OCIP Enrollment Form** – Complete and submit the OCIP Enrollment Form included as Exhibit 1 in this document.
- b) **Policy Declaration Pages** – Copies of its Workers' Compensation and Commercial General Liability insurance policy declarations pages and rating schedules. If Contractor is on a large deductible or large retention program, we will accept a letter from their insurance broker or actuary disclosing the loss-cost rates for their retained portion in addition to their insurance rates.
- c) **Certificates and Endorsements** –Certificates of Insurance, along with copies of endorsements, verifying that the insurance required of the Contractor, as more fully explained in Section 7 is in full force and effect at the time the Contractor starts work at the Project Site.

NOTE: Specimen Certificate of Insurance and applicable endorsements for Contractor Required Insurance including Commercial General Liability, Workers' Compensation/Employers Liability for Project-Related Off-Site Operations, and Automobile Liability (Exhibits 4 through 8.) are provided in the Appendix. The Contractor should provide the sample documents to its insurance agent/broker for review to ensure its compliance with its Contract.

8.2 Enrolling and Administrating Subcontractors

All Contractors are required to cooperate with the AOC, the OCIP Administrator, and the OCIP insurance companies in all aspects of the OCIP administrative process. If a Contractor will be completing some or all of its work at the Project Site through subcontractors then it must:

- a) Include OCIP terms, conditions and requirements in all of its subcontract documents; (sample wording provided as Exhibit 10).
- b) Notify the OCIP Administrator of any subcontract awarded.
- c) Maintain a record of all subcontracts entered into to provide work at the Project Site, and confirm and retain data as respects receipts, labor-hours, or payments made to subcontractors as required by the OCIP.
- d) Ensure that each subcontractor is provided with a copy of this OCIP Manual and any Project Safety Manuals (Project Safety Manual provided as Exhibit 11).

- e) Assist each subcontractor in securing the required OCIP enrollment and/or payroll/premium information, and making sure that the subcontractor, if eligible, becomes an Enrolled Contractor as described in this OCIP Manual.
- f) Ensure each subcontractor complies with Section 7, Enrolled Contractor Required Insurance or Section 10, Excluded Contractor Insurance, The Claims Reporting Procedures contained in Appendix Exhibit 10 OCIP Claims Manual and Exhibit 11 OCIP Project Safety Program Manual.
- g) Inform each subcontractor of its responsibility to promptly pay any loss sharing contributions arising from the performance of work at the Project Site.
- h) Ensure that the subcontractor attends all meetings, as required, regarding OCIP administration, claims or safety issues.
- i) Stress to each subcontractor, who is an Enrolled Contractor, of its responsibility to accurately report its payroll.
- j) Complete the following administrative forms as referenced in this section 8 and items i and ii below, and ensure that each of their subcontractors that is an Enrolled Contractor does likewise, within the time frames specified below:
 - i. Payroll Reporting Form (Exhibit 2) – By the 10th day of each month provide the OCP Administrator with the required payroll reports; and
 - ii. Notice of Completion (Exhibit 3) – Provide the OCIP Administrator the Notice of Completion upon completion of work at the Project Site.

8.3 Assignment of Return Premiums

The AOC will be responsible for payment of all insurance related costs charged by insurers providing the OCIP and will be the sole recipient of any dividend(s), and/or return premium(s) generated by the OCIP. In consideration of AOC's provision of OCIP coverage, each Enrolled Contractor agrees to:

- a) Confirm with the OCIP Administrator that all applicable insurance costs associated with their work at the Project Site for insurance provided under the OCIP were removed from their bid by executing and delivering the OCIP Enrollment Form (attached as Exhibit 1).
- b) Irrevocably assign to, for the sole benefit of, the AOC all return premiums, premium refunds, premium discounts, dividends, retentions, credits and any other funds in connection with the OCIP by executing and delivering the OCIP Enrollment Form (attached as Exhibit 1).

Enrolled Contractors further agree to require each lower tier subcontractor to execute the OCIP Enrollment Form (attached as Exhibit 1).

Excluded Contractors agree to provide the General Contractor with certificates of insurance as evidence that the insurance required under Section 10. Excluded Contractors Required Coverage is in full force and effect.

SECTION 9: OCIP ENROLLMENT PROCEDURES

9.1 Completion of Enrollment Form

Each Enrolled Contractor working at the Project Site shall complete the OCIP Enrollment Form (included as Exhibit 1). In completing the Enrollment Form the Enrolled Contractor should seek the assistance of its insurance agent/broker.

OCIP ENROLLMENT FORM INSTRUCTIONS	
CONTRACTOR INFORMATION	
General Contractor, Contractors and Subcontractors	List name, complete address including city, state and zip code,
Company Type	Check the box that best specifies your type of company
FEIN	This is your company's Federal Employee Identification Number. If you are a sole proprietor/individual, it may be your Social Security Number.
Contact Information	List the contact person(s), telephone (including area code), fax and email address of the bidder.
Local Contractor/DVBE Contractor/Small Business Certified Contractor	Check any boxes that apply to your company
Leasing Company	Check any boxes that apply to your company. If your company uses a leasing company, provide the name in the space provided.
Health Care Coverage	Note: This information is being collected solely for the purpose of developing research data concerning the provision of health care coverage to construction workers and is not a condition of any bid. Health care coverage; defined as 1) contributions to a health savings account; 2) reimbursement to employees for purchase of health care services; 3) payments to a 3rd party for providing health care services to employees; 4) payments pursuant to a collective bargaining agreement for the purpose of providing health care services to employees, or 5) costs incurred for the direct delivery of health care services to employees.
Union Shop	Check box if your company is a union contractor
CONTRACT INFORMATION	
Contract Value	This is the new value of your bid, i.e. the value with all insurance costs removed.
Off-site Work within scope of contract?	Check the appropriate box
Type of Work	The type of work that you will be performing on the Project
Awarding Contractor	This is the company that would be awarding you a contract, if your bid is successful.
Prime Contractor	This is the company that is directly contracted with the AOC, therefore it is generally the GC/CM.
Award Date	This is the date you were awarded the contract.
Est. Start Date	This is your estimated first date on site to begin work.

OCIP ENROLLMENT FORM INSTRUCTIONS	
Est. Completion Date	This is the estimated time that your company will finish all work on the project.
Self-Performed	Enter the values (percentage and dollar) of the amount of work your company will be performing itself (not subcontracting out).
Subcontracted	Enter the values (percentage and dollar) of the amount of work your company will be subcontracting out)
Est. # of Subcontractors	Enter the number of subcontracts you expect to be letting out.
Est. Sub. Work Hours	Enter the total hours of work that you will be subcontracting out.
WORKERS' COMPENSATION CLASS CODES	
Current WC Insurance Company	Identify the insurance company that now provides your Workers' Compensation coverage.
Experience Modifier	This is the experience modifier (X-Mod) on your Workers' Compensation policy.
Policy Period	State the inception and expiration dates of your current Workers' Compensation policy.
W.C. Code	List industry classification code numbers that apply to your work. This can be obtained from your current policy or insurance representative. Accurate class codes must be used.
W.C. Description	Provide the description of the class code.
SIGN AND DATE THE ENROLLMENT FORM.	
If the enrollment form is not signed and dated, it will not be processed.	

9.2 Enrolled Contractor Certificate of Insurance

Enrolled Contractors shall provide the Certificate(s) of Insurance required in Section 7 prior to the performance of any work at the Project Site.

9.3 Payroll Reporting

- a) Each Enrolled Contractor shall submit a completed Payroll Reporting Form to the OCIP Administrator for payroll, labor-hours and receipts associated with work performed at the Project Site by the tenth (10th) day of each month following any month during the term of the Enrolled Contractor's Contract to perform work at the Project Site. (Sample Form provided as Exhibit 2)
- b) Enrolled Contractors must use forms provided by the OCIP Administrator unless the Enrolled Contractor is authorized in writing by the OCIP Administrator to use its own form.
- c) Payroll and receipts for the value of work in place must be submitted separately for each Contract awarded to the Enrolled Contractor to perform work at the Project Site.
- d) If no work is performed at the Project Site during any month between the award of a Contract and the termination of the Contract a Payroll Report must be submitted showing "Zero Payroll/Receipts".

- e) Use of Class Code 8810 shall apply only to clerical employees who work at the Project Site and who remain in the Contractor's trailer and/or office located at the Project Site.
- f) Use of Class Code 5606 shall apply only to Enrolled Contractors employees who work at the Project Site and who supervise employees through a foreman or superintendent.
- g) All Enrolled Contractors must make their payroll records available upon the request of the AOC, OCIP Administrator, or an auditor representing an OCIP insurance company.

9.4 California Worker's Compensation Insurance Rating Bureau

All payrolls will be reported according to the definition of subject workers compensation payroll as established by the California Worker's Compensation Insurance Rating Bureau (WCIRB), which is:

When determining the basis of premium, the following are included as payroll: gross wages; salaries; commissions; all bonuses; most profit sharing; vacation, holiday and sick pay; overtime ("straight time" portion only); the market value of gifts; and automobile allowances (less reimbursement for documented expenses). The following items are excluded from payroll when determining the basis of premium: Items such as meals or lodging (unless the classification phraseology specifically includes them or unless they are provided in lieu of wages); tips; overtime excess pay (the increase above the regular hourly wage); severance pay (except for accrued vacation, sick pay, commissions, and bonuses); employer contributions to qualified insurance, stock, or retirement plans; stock options; and the value of an automobile furnished to an employee. In addition, the following are not included as payroll for premium computation: employee discounts for merchandise; meals provided at no charge at the work location; residual payments for commercials; or a uniform allowance.

9.5 Closeout Process

- a) When an Enrolled Contractor makes a request for final payment to the Awarding Contractor under the terms of its Contract, it shall also notify the OCIP Administrator.
- b) The OCIP Administrator will provide the Enrolled Contractors with close-out forms and notify the AOC, the General Contractor, and if the Enrolled Contractor is a subcontractor the originating Contractor of the closeout notification to the Enrolled Contractor.

SECTION 10: EXCLUDED CONTRACTOR REQUIRED INSURANCE

All Excluded Contractors are required to maintain, at their own expense and for the duration of their Contract the following insurance. This insurance must be maintained to protect the Excluded Contractor for all operations performed at the Project Site, at locations incidental thereto and at their regular premises or yard. The limits shown below are minimum limits and are not intended to limit the Excluded Contractor's liability. Proof of such insurance must be provided to the General Contractor prior to the Excluded Contractor starting work at the site, and current proof must be provided to the General Contractor throughout their performance of the of work.

10.1 Workers' Compensation and Employers Liability

Part One – Workers' Compensation

Statutory Limit

Part Two – Employers' Liability

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

The policy must be endorsed to include a Waiver of Subrogation in favor of the General Contractor, the State of California, the Judicial Council of California, the Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents, and other entities, as required by contract. A copy of the Waiver of Subrogation endorsement must be attached to the Enrolled Contractors' Certificate of Insurance.

10.2 Commercial General Liability:

Commercial General Liability Insurance, which shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liability assumed under an insured contract, for the Excluded Contractor's premises and operations performed at the Project Site, at locations incidental thereto, and at their regular premises or yard, with limits not less than:

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

Insurance policies will be provided on an occurrence basis and shall be endorsed to include:

- a) the General Contractor, the State of California, the Judicial Council of California, the Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents, and other entities as Additional Insureds for all contracted operations of the Excluded Contractor and issued under Additional Insured Endorsement Form ISO CG 2010 07/04, or its equivalent;
- b) a waiver of subrogation endorsement (Sample provided as Exhibit 6) in favor of the General Contractor, the Judicial Council of California, the Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents, and other entities;
- c) the policy shall be endorsed to provide Products and Completed Operations coverage for ten (10) years after substantial completion of the Excluded Contractors work at the Project Site;
- d) the policy shall be endorsed to be primary and non-contributory with any insurance or self-insurance maintained by the General Contractor, the State of California, the Judicial Council of California, or the Administrative Office of the Court, except for any claim or lawsuit covered by the OCIP;
- e) any deductibles or self-insured retentions shall be the sole responsibility of the Excluded Contractor with respect to all contracted operations.

10.3 Automobile Liability Insurance

Automobile Liability insurance shall cover the ownership, maintenance, use, loading and unloading of all vehicles owned, hired or used by, or on behalf of, the Excluded Contractor on or away from the Project Site. Such insurance will provide coverage not less than that of the standard Automobile Liability policy with limits of not less than:

Combined Single Limit (Each accident)	\$1,000,000
---------------------------------------	--------------------

The insurance shall be endorsed to include:

- a) the General Contractor, the State of California, Judicial Council of California, the Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents, and other entities as Additional Insureds using Auto Designated Insured Endorsement ISO CA 20 48 02 99, or equivalent (Sample provided as Exhibit 7);

- b) a waiver of subrogation endorsement in favor of the General Contractor, the Judicial Council of California, the Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents, and other entities; using Auto Waiver of Subrogation Endorsement ISO CA 04 44 03 10, or equivalent (sample attached as Exhibit 8); and
- c) if hazardous materials or waste are to be transported, the Commercial Automobile Liability policy will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements.

10.4 Umbrella/Excess Liability:

If Applicable

Umbrella/Excess Liability insurance, insuring against Bodily Injury, Personal and Advertising Injury, and Property Damage, and all other coverage as specified above; (Employers' Liability, Commercial General Liability and Commercial Automobile Liability). The limits of liability shall not be less than the amount required to meet the insurance requirements for Commercial General Liability, Automobile Liability and Employers Liability required under the terms and conditions of the Excluded Contractor's Contract, and shall include underlying Commercial General Liability, Business Automobile Liability, and Employers' Liability follow-form wording.

10.5 Certificates of Insurance

All Excluded Contractors shall maintain the required insurance without interruption from the date of commencement of work until termination of its work at or away from the Project Site as provided for under the terms and conditions of its Contract. All Excluded Contractors shall provide the General Contractor with Certificates of Insurance evidencing the coverages, limits, and amendments to the required insurance policies prior to commencement of work on the Project Site. Coverage must be with an insurance carrier having an A-VII rating or higher from A.M. Best. The AOC reserves the right to request copies of specific endorsements.

10.6 Notice of Cancellation

All insurance policies and/or Certificates of Insurance required under this Section 10 shall specifically provide for written thirty (30) day notice of cancellation for non-renewal or material change to the General Contractor. The Certificates of Insurance need not provide evidence of this 30 day notice; however, the Excluded Contractor must notify the General Contractor and the OCIP Administrator of any cancellation, non-renewal or material change to the Excluded Contractors insurance policies.

10.7 Survival

The insurance requirements described in the OCIP Manual are not intended to, and shall not in any way, limit or quantify the liabilities and obligations each Excluded Contractor assumes pursuant to its Contract. The insurance requirements set out in this Manual are a restatement and explanation of the requirements set forth in the Contract under which the Excluded Contractor will perform work at the Project Site.

10.8 Project Site Safety

Unless otherwise directed by the General Contractor, all Excluded Contractors will be required to participate in the OCIP Project Safety Program. These exhibits will provide detailed instructions as respects claims reporting and OCIP-sponsored, project safety oversight, including the requisite incident reporting forms and corrective action checklists.

SECTION 11: CLAIMS REPORTING AND PROJECT SAFETY

Please refer to appendix items noted as Exhibit 10 – OCIP Claims Manual and Exhibit 11 – OCIP Project Safety Program Manual

APPENDIX: OCIP FORMS AND EXHIBITS

- Exhibit 1 – OCIP Enrollment Form
- Exhibit 2 – Payroll Reporting Form
- Exhibit 3 – Notice of Completion
- Exhibit 4 – Accord Certificate of Insurance
- Exhibit 5 – WC Waiver of Subrogation
- Exhibit 6 – GL Waiver of Subrogation Endorsement
- Exhibit 7 – Auto Additional Insured Endorsement
- Exhibit 8 – Auto Waiver of Subrogation Endorsement
- Exhibit 9 – Sample Insurance Language
- Exhibit 10 – OCIP Claims Manual
- Exhibit 11 – OCIP Project Safety Manual

EXHIBIT 1 - OCIP ENROLLMENT FORM

NEW NORTH COUNTY COURTHOUSE



PROJECT: NEW NORTH COUNTY **COURTHOUSE**

- | | |
|--|---|
| <input type="checkbox"/> Initial Enrollment | <input type="checkbox"/> Time & Material Contract |
| <input type="checkbox"/> Additional Contract | <input type="checkbox"/> Short Term Contract |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Small Contract |

CONTRACTOR INFORMATION

Contractor Legal Name: _____ Indv LLC Partnership Corp J/V

Legal Address: _____ FEIN: _____

Site Address: _____

Contact Name	Phone	Fax	E-mail
--------------	-------	-----	--------

Site Contact: _____

Office Contact: _____

Insurance Contact: _____

Payroll Contact: _____

Address (if different): _____

Is your company a (please select all that apply)?

Local Contractor DVBE Certified Contractor Small Business Certified Contractor Other _____

Are you using a Leasing Company? Yes No If Yes, Leasing Company Name: _____

Are you a Leasing Company? Yes No Are you a Union Shop? Yes No

Do you plan to use temporary employees other than those provided by a leasing company? Yes No

If so, please describe: _____

Does your company provide health care coverage, as defined in the Enrollment Form Instructions, to its field employees? Yes No

BID INFORMATION

Contract Value: \$ _____ Off-site Work within scope of contract? Yes No

Estimated On-Site Payroll For This Contract: _____

Awarding Contractor: _____ Type of Work: _____

Prime Contractor: _____ Self-Performed: _____ %; \$ _____

Award Date: _____ Est. Start Date: _____ Subcontracted: _____ %; \$ _____

Est. Completion Date: _____ Est. # of Subcontractors: _____ Est. Sub Work Hours: _____

WORKERS' COMPENSATION CLASS CODES

Current WC Ins. Co: _____ Experience Mod: _____ Policy Period: _____ To _____

WC Class Code	Class Code Description.	WC Class Code	Class Code Description.
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

It is each Enrolled Contractor's responsibility to notify its own insurance carrier to exclude all work to be done under this contract from your current insurance program. Enrollment is not automatic and requires completion of this form.

AGREEMENT

Any and all returns of premiums, dividends, discounts or other adjustments to any OCIP policy is assigned, transferred and set over absolutely to AOC. This assignment is valid for insurance policies whose premiums have been paid by the AOC on behalf of such **Enrolled Contractors**.

This agreement **provides enrollment into the OCIP and all Enrolled Contractors** and their subcontractors are required to abide by the terms, conditions and requirements contained herein. Coverage shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

The Contractor certifies that it has omitted from their bid the cost for all insurance coverage that is being provided and paid for by the Administrative Office of the Courts as specifically set forth in the Owner Controlled Insurance Program (OCIP) Manual and Article 11 of the General Conditions Of The Contract For Construction. Failure on the part of the Contractor to delete the cost of the insurance provided by the OCIP may result in the reduction in the amount the amount paid to the Contractor, or the termination of the Contract.

Signed _____ Title _____ Date _____

Send this Form to: Willis Insurance Services of California, Inc,
 Attention: Matt Harris
 801 S. Figueroa Street, Suite 700 :
 Los Angeles, CA 90017

Phone: (213) 607-6285
 Fax: (213) 607-6295
 E-Mail: wrap_aoc@willis.com



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

NEW NORTH COUNTY COURTHOUSE
EXHIBIT 2 - PAYROLL REPORTING FORM

Enrolled Contractor Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Awarding Contractor: _____ Prime Contractor: _____

Please indicate **Project Site** payroll and forward with pay requests. Please retain a copy for your files.

If this is your first payroll report, when did you start on site? _____

Is this your final payroll report for this contract? YES NO

LOCATION CODE (For this Contract): _____ PAYROLL PERIOD: _____

WORKER'S COMPENSATION			
WC Code	WC Classification Description	Work hours	Actual Payroll
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
Total			\$
GENERAL LIABILITY			
GL Code	GL Classification Description	Work hours	Receipts/Other
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6. 95185	Subcontracted Work		\$
Total			\$
Monthly Receipts (Amount on Monthly Pay Application)			\$

It is extremely important to accurately estimate payrolls anticipated for this contract. In California gross payroll is reported and includes sick, vacation, holiday pay, overtime wages ("straight time" portion only) and imputed income. Overtime means those hours in excess of 8 hours worked each day, 40 hours in any week or on Saturdays, Sundays, or holidays, when there is an increase in the hourly rate to work such hours. Hours should be shown on overtime.

The above is a true and complete statement of the entire remuneration of services rendered by employees of the company shown above.

Signature: _____

Title: _____ Date _____

Send this Form to: Willis Insurance Services of California, Inc.
Attention: Matt Harris
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017
Phone: (213) 607-6285
Fax: (213) 607-6295
E-Mail: wrap_aoc@willis.com



NEW NORTH COUNTY COURTHOUSE

EXHIBIT 3 - NOTICE OF CONTRACT COMPLETION FORM

(To be submitted with final pay request)

CONTRACT INFORMATION

Company: _____	Actual Start Date: _____
Project Name: _____	Completion Date: _____
Awarding Contractor: _____	Reported Contract Value: \$ _____
Prime Contractor: _____	Final Contract Value: \$ _____
Location Code: _____	Self-Performed Work: \$ _____
Estimated WC On-site Payroll: _____	Subcontracted Work: \$ _____
Final WC on-site Payroll: _____	All Contract Values should include all insurance costs.

ADDITIONAL ACTIVE CONTRACTS

Check One Of The Following:

This is our only active contract on the above project. We are still working on the following jobs.

Location Code	Awarding Contractor	Prime Contractor
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUBCONTRACTORS

We used the following Subcontractors who will also complete their work on the date shown above:

Subcontractor	Reported Contract Value	Contract Value
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Note: Each enrolled subcontractor will need to fill out a *Notice Of Contract Completion Form*.

FINAL INSURANCE AUDIT INFORMATION

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information:

Name: _____ Phone: _____ Fax: _____
 E-mail: _____
 Address: _____

Include Street Address, City, State & Zip Code

Signed: _____ Title: _____ Date: _____

Send this form to: Willis Insurance Services of California, Inc.
 Attention: Matt Harris
 801 S. Figueroa Street, Suite 700
 Los Angeles, CA 90017

Phone: (213) 607-6285
Fax: (213) 607-6295
E-Mail: wrap_aoc@willis.com

EXHIBIT 4 - ACCORD CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/25/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Company Name Street Address City, State, Zip Code	CONTACT NAME: John Doe PHONE (A/C, No, Ext): (555) 555-1212 FAX (A/C, No): (555) 555-2500 E-MAIL ADDRESS: john.doe@insurancecompany.com PRODUCER CUSTOMER ID #:																					
INSURED Your Company Name Street Address City, State, Zip Code Telephone Number (Including Area Code)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: ABC Company</td> <td></td> </tr> <tr> <td colspan="2">INSURER B: DEF Company</td> <td></td> </tr> <tr> <td colspan="2">INSURER C: GHI Company</td> <td></td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: ABC Company			INSURER B: DEF Company			INSURER C: GHI Company			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A: ABC Company																						
INSURER B: DEF Company																						
INSURER C: GHI Company																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			POLICY NUMBER	MO/DD/YR	MO/DD/YR	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
				\$			
B	AUTOMOBILE LIABILITY			POLICY NUMBER	MO/DD/YR	MO/DD/YR	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	DEDUCTIBLE						\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			POLICY NUMBER	MO/DD/YR	MO/DD/YR	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Judicial Council of California, Administrative Office of the Courts, Project Name & Project Address
 The General Contractor, The State of California, Judicial Council of California, Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents are added as Auto additional insureds per the attached CA 20 48 02 99. Waivers of Subrogation apply to The General Contractor, The State of California, Judicial Council of California, Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents per the attached WC 04 03 06 , CG 24 04 11 85 and CA 04 44 03 10.

CERTIFICATE HOLDER (NAME OF CONSTRUCTION FIRM)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

EXHIBIT 5 - WC WAIVER OF SUBROGATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

THE GENERAL CONTRACTOR, The State of California, Judicial Council of California, Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents

Notes:

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. *WC POLICY NUMBER*
Insurance Company

Endorsement No.

Countersigned By _____

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From the WCIRB's California Workers' Compensation Insurance Forms Manual © 2001.

EXHIBIT 6 - GL WAIVER OF SUBROGATION ENDORSEMENT

POLICY NUMBER: *GL POLICY NUMBER*

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

THE GENERAL CONTRACTOR, The State of California, Judicial Council of California, Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

EXHIBIT 7 - AUTO ADDITIONAL INSURED ENDORSEMENT

POLICY NUMBER: *AUTO POLICY NUMBER*

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured: <i>COMPANY NAME</i>	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

THE GENERAL CONTRACTOR, The State of California, Judicial Council of California, Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

EXHIBIT 8 - AUTO WAIVER OF SUBROGATION ENDORSEMENT

POLICY NUMBER: *AUTO POLICY NUMBER*

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: *COMPANY NAME*

Endorsement Effective Date:

SCHEDULE

Name(s) of Person(s) or Organization(s):

THE GENERAL CONTRACTOR, The State of California, Judicial Council of California, Administrative Office of the Courts, and their respective elected and appointed officials, judges, officers, employees and agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

EXHIBIT 9 - OCIP CLAIMS MANUAL

Will be provided following award of contract

EXHIBIT 10 - OCIP PROJECT SAFETY GUIDANCE MANUAL

The OCIP Project Safety Guidance Manual (*Filename*) is considered part of this manual and by enrolling in the OCIP General Contractor and all subcontractors agree to abide by its instructions and recommendations.



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS



Judicial Council of California
Administrative Office of the Courts
Courthouse Construction Program
Project Safety Guidance Manual
October 2012

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PROJECT SAFETY PROGRAM STATEMENT

The Administrative Office of the Courts (AOC) is honored to undertake the California Judicial Branch Courthouse Construction Program. The AOC's overall capital program includes courthouse construction and major renovation projects throughout California. The AOC Owner Controlled Insurance Program will insure these projects with a total estimated construction cost of nearly \$4 billion.

Construction is an inherently dangerous activity, but when world-class contractors work in partnership with an owner dedicated to construction safety, they can collaboratively minimize the risk factors that lead to accidents involving workers, the public, and the structure being built. To reach this objective, the AOC has developed this Project Safety Guidance Manual (Manual), setting forth the AOC's minimum safety requirements for project site safety and security.

This document provides guidance from the AOC on project safety and security expectations that may be above and beyond federal, state, and local safety standards. Each contractor has the responsibility to establish and maintain a safe and secure work environment for workers, site visitors, and the general public. The AOC shares in the responsibility by requiring work be performed according to the contractor's project safety plan, and by identifying risks that may need further management.

The AOC looks forward to safely completing the construction and renovation of these projects in partnership with each contractor engaged with us. Thank you for joining with us in this undertaking, one of the largest public building programs of its kind, for the largest justice system in the nation. Together, we will vastly improve access to justice for the people of California.

Lee Willoughby, Director
Administrative Office of the Courts
Judicial Branch Capital Program Office

1.0 Authority

California Government Code section 4420 allows a state or local government agency to use an owner-controlled insurance program with regard to a construction or renovation program under the following conditions that relate to project site safety:

- a. Prospective bidders, including Prime Contractors and subcontractors, meet minimum occupational safety and health qualifications established to bid on the project.
- b. Bid specifications clearly specify the minimum safety requirements that must be met.
- c. Safety requirements for a project subject to this section are developed jointly between the agency and the prime contractor.
- d. If the agency requires a safety program different than the prime contractor's usual and customary program, the program shall be mutually agreed upon, taking into account the prime contractor's experience, expertise, existing labor agreements relating to safety issues, and any unique safety issues relating to the project.

2.0 Purpose

The purpose of this OCIP Project Safety Guidance Manual (Manual) is to inform contractors of every tier performing work at an AOC courthouse construction project of the minimum environmental, health and safety responsibilities that are to be maintained at each Project Site.

3.0 Scope

The Prime Contractor performing work at a Project Site is responsible for developing and maintaining the Project Safety Program that at a minimum conforms to the provisions federal, state and local law and regulations, the Contract, and this Manual when working at a Project Site. Each Subcontractor of every tier is responsible to follow the Project Safety Program while on a project site or at an off-site location incidental to the construction of the Project.

4.0 Definitions

AOC	The State of California by and through the Judicial Council of California and its administrative agency the Administrative Office of the Courts.
Contract	The agreement between the AOC and the Prime Contractor that establishes the terms and

	conditions for the construction of the Project.
Contract Documents	The contract, including all divisions of the contract that establish the terms and conditions under which the Prime Contractor is obligated to construct the Project.
Owner Controlled Insurance Program (OCIP)	The AOC's insurance program under which the Workers' Compensation, Employers Liability, Commercial Prime Liability, Excess Liability, Builders Risk, and Subcontractors Pollution Liability insurance are provided by the AOC for its benefit and the benefit of the Prime Contractor and Subcontractors of every tier.
OCIP Safety Consultant	The safety professionals retained by the AOC to represent the AOC in the review of the Project Safety Program and in safety of the work at the Project Site.
Prime Contractor	The contractor that has a direct contract with the AOC and is responsible for the construction of the Project, including on-site safety and security.
Project Safety Director	The Prime Contractor's on-site competent safety person who is responsible for the Prime Contractor's Project Safety Program, is assigned full time to the Project Site, and who by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated the ability to solve or resolve problems relating to the Project Safety Program, and when required is properly licensed in accordance with federal, state, or local laws and regulations.
Project Safety Program	The safety program developed by the Prime Subcontractor that governs the performance of the work at the Project Site and incorporates the guidance contained in this document.

Project Site	The site of construction, including all facilities described in the Contract Documents. The Project Site includes the area described in the Contract Documents where the Prime Contractor and its Subcontractors perform the work. The Project Site also includes areas immediately adjacent thereto, including areas incidental to the Project Site required by the Prime Contractor and its Subcontractors to complete the construction of the Project.
Public	Means all persons not associated with the construction at the Project including adjacent homes, businesses, pedestrians, by passers, and vehicles.
Safety Representative	Each Subcontractor's employee who is charged with the responsibility for the Subcontractor's safety management of the Subcontractor's work at the Project Site.
Subcontractor	Any subcontractor of the Prime Contractor including any sub-subcontractor doing work on the Project Site.

5.0 Application

5.1 General Application

The guidance contained in this Manual applies to each of the following:

- a. The Prime Subcontractor,
- b. All Subcontractors performing work on the Project Site,
- c. Architects, engineers, and other design professionals.

The Prime Contractor and each Subcontractor is to incorporate the provisions of this Manual into its safety program required for work on the Project. In addition, each Subcontractor is to have its Safety Representative available to the Project Safety Director and/or the OCIP Safety Consultant at times within reason to respond to general inquires, to accompany either party on a review of the Subcontractor's work area, or to review the Subcontractors on-site safety related records. If the Safety Representative is not available, then the Subcontractor should designate an alternate person, who should be a foreman, superintendent or other person having Project Site authority as the Safety Representative.

5.2 The Project Safety Program

Prior to mobilization onto the Project Site the Prime Contractor shall submit for review by the AOC a Project Safety Program that includes all of the safety provisions set forth in this Manual, or otherwise noted in the Contract Documents. The written safety program shall be used as the basis for the safe performance of the Project work activities. The Project Safety Program must be Project Site specific. This program must meet the requirements of this Manual, the terms and conditions of the Contract Documents, and all applicable federal, state and local requirements and include, at a minimum, the following provisions:

- a. a worksite safety policy
- b. a system for daily and weekly documented self-inspections, including inspections of job sites, materials, work performance and equipment
- c. an accident and injury reporting and investigation process to identify root cause and prevent incident re-occurrence
- d. an all trades safety orientation program, with hard hat designation
- e. a requirement that the Prime Contractor and all tier Subcontractors conduct weekly safety meetings for their employees on the job site.
- f. a requirement that all Safety Representatives attend the scheduled Prime Contractor project safety meeting
- g. an requirement attendee rosters and minutes of the meetings be documented and made available to safety authorities upon request
- h. a requirement that Subcontractors also be required to conduct their own meetings with their own employees at least weekly
- i. a Subcontractor disciplinary policy
- j. a fire prevention and control program
- k. a task and site specific fall protection program
- l. a hazard communication program
- m. a respiratory protection program
- n. a requirement that all Material Safety Data Sheets (MSDS) for hazardous substances used in the performance of the work at the Project Site are maintained on site and can be produced immediately upon request.
- o. an emergency action plan with contacts, emergency evacuation plan, and notification plan
- p. a property and public protection plan
- q. a site security plan addressing employees, public, venders, suppliers, Subcontractors, visitors, and control of delivery of equipment and materials to and from the job site; and
- r. an emergency response and crisis management program.

5.3 The Subcontractor's Safety Program

Subcontractors must maintain a written safety program that acknowledges that compliance with the Project Safety Program is mandatory. The Prime Contractor should require all first and second tier Subcontractors to submit site-specific health and safety programs for review at least fifteen (15) business days in advance of the Subcontractor's mobilization to allow for sufficient review by the Project Safety Director. In the event the submitted Subcontractor safety program is determined by the Project Safety Director to be deficient the Prime Contractor should not allow the Subcontractor to begin work on the project until the Project Safety Director is satisfied with the Subcontractor's safety program. The Prime Contractor should monitor the effectiveness of all Subcontractor safety programs by requiring submission of all relevant documentation for review, attending Subcontractor safety meetings, and through Project Site work inspections.

5.4 Safety Staffing

- a. Prime Contractor's Project Safety Director shall be a dedicated staff person assigned full time to the Project Site, who by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated the ability to solve or resolve problems relating to the subject matter, the work, and the Project, and when required is properly licensed in accordance with federal, state, or local laws and regulations.
- b. Subcontractor's Safety Representative shall be a person who is charged with the responsibility of safety management of that Subcontractor's work at the Project Site. This designated representative must be knowledgeable of its organization's Safety Program, and the overall Project Safety Program. The designated Safety Representative is to be its organization's point person for safety related matters. The person shall have completed, within the prior 3 years before the start of work on the Project Site, an approved OSHA 10-hour Construction Industry Outreach Training course.

6.0 Project Safety Orientation

- 6.1 Prime Contractor shall develop and implement a Project specific safety orientation for all new persons performing work on the Project Site. No person should perform any work on the Project Site until completing such orientation. The Prime Contractor's orientation should include, at a minimum, the following: (a) first aid; (b) emergency facilities; (c) fire

protection and prevention; (d) housekeeping; (e) sanitation; (f) personal protective equipment requirements; (g) fall protection; (h) ladder safety; (i) confined space awareness; (j) lockout/tag out; (k) material handling (l) disciplinary policy; (m) drug/alcohol policy; (n) accident reporting; and (o) site tours.

6.2 The Prime Contractor shall develop a means of tracking individuals who have completed the new employee orientation and shall develop a means of readily identifying such individuals (e.g. hard hat stickers) on the Project. The Prime Contractor is responsible for the implementation and presentation of the orientation program to all of its employees, Subcontractors and Subcontractor employees.

6.3 The Prime Contractor must ensure that the orientation is delivered, tracked and maintained.

7.0 General Project Safety Requirements

7.1 Access to the Project Site

- a. Project Site access is to be controlled to authorized individuals only.
- b. The Prime Contractor is to establish a trespassing agreement with the local law enforcement agency.
- c. Signage noting "NO TRESPASSING", Project access requirements, and applicable state, county or city code citation, are to be clearly posted at entrance points and spaced at reasonable intervals along the entire fenced perimeter.
- d. A continuous fence is to be placed around the perimeter of the Project Site.
 - i. The fence is to be of adequate sturdy construction. At a minimum the fence is to be 6 feet high. Contract Documents or local regulations may dictate greater fencing requirements
 - ii. The fence is to be kept in good repair
 - iii. Posts for supporting both fence and gates are to be round in order to minimize pinch points
 - iv. Posts are to be continuously connected to fence fabric.
- e. Gates are to be the same height and construction as the fence.
 - i. Gates are to be secured or locked after work hours or when

unguarded

- ii. Gates are to be kept in good repair
 - iii. Gates are to only be open when required for operations.
- f. Alternate access gates are to be installed for specific purposes and not be used for primary site access or egress. Examples of approved uses for “alternate gates” would be:
- i. Emergency access or egress.
 - ii. Alternative access when organized demonstrations blocking main access occur that are the result of labor disputes or Project related rallies.
- g. Alternate access gates are to be clearly marked with appropriate signage and strict key control maintained for locks.
- h. Workers’ personal vehicles are to be parked within the designated parking location and are not allowed access to the construction area on the Project Site.
- i. Each Subcontractor’s Safety Representative, or his or her alternate, are to be the Subcontractor’s contact for updates concerning Project Site access.

7.2 Job Hazard Analysis and Pre-task Planning

- a. Prime Contractor should require all subcontractors to submit a written job hazard analysis (“JHA”) for new work and all work of a critical nature. Prime Contractor should not allow work to proceed until such JHA has been reviewed and approved by the Project Safety Director
- b. Subcontractors should communicate the final approved JHA to the their Project Site workers and update such analysis as conditions or scope changes.

7.3 Project Safety Inspections – Prime Contractor should ensure that job site safety inspections are conducted daily and weekly, and that written records are maintained of such inspections. Prime Contractor should require similar site inspections and records be maintained by Subcontractors.

7.4 Distractions - Heavy Equipment - Prime Contractor should ensure that the use of mobile phones, radios or similar devices by any person when

operating vehicles, heavy equipment, and other mobile mechanized equipment, or under any other circumstances considered a hazard by the Project Safety Director is expressly prohibited.

7.5 Unsafe Worker Removal - Prime Contractor should permanently remove from the Project Site any person who, in the opinion of the Project Safety Director engages in any unsafe work activity, or who in any manner jeopardizes the safety of other workers or any member of the public.

7.6 On Project Site Vehicles

- a. Vehicles allowed into the construction area of the Project Site are to be registered, insured, and issued a vehicle placard or a parking pass.
- b. Persons and vehicles on the Project Site are subject to inspection at any time while on the Project Site.
- c. Written authorization and sign out is to be in place for vehicles departing the Project Site with Subcontractor property, including salvage material and rental equipment. An inspection and sign out sheet is to be signed prior to vehicles departing the Project Site.
- d. The Prime Contractor, or its designated Project control authority, is to approve each item departing the Project Site. Equipment bearing the Subcontractor's name is to be signed for by the authorized representative of that Subcontractor.

7.7 Lock and Key Control. The Prime Contractor is to establish a lock and key control policy and have overall authority for the issue and replacement of locks and keys for the Project Site. The lock and key control policy is to include a key control register.

7.8 Project Site Housekeeping and Hygiene.

- a. Project site orderliness and/or housekeeping is to be maintained to ensure that equipment, tools, material and other equipment is stored, stacked, located, placed, temporarily spotted or set up in such a manner that results in a clean and orderly work place and minimizes hazards to workers adjacent to the work area.
- a. Work areas, facility site perimeter, indoor aisles and pedestrian corridors are to be kept clear of construction material, debris and trash and adequate quantity of trash barrels/dumpsters are to be placed throughout the work area and emptied frequently.
- b. An adequate number and types of sanitary facilities, with hand wash

stations, for both male and female employees are to be provided.

7.9 Fire Prevention and Protection. Each Contractor should implement and enforce fire protection and prevention measures in accordance with all federal, state and local governmental agencies and in accordance with the following requirements:

- a. All work areas should be cleaned on a daily basis. Good housekeeping should be maintained at all times.
- b. Fire extinguishers, exits, hydrants, or other fire-fighting equipment should not be blocked.
- c. All flammable liquids and combustible material must be stored away from any open flame, spark, or heat source in an appropriate container when applicable.
- d. Trash, rubbish or debris should not be stored in proximity to any heat source that could start a fire.
- e. Oily rags, boxes, paper and other Class A combustibles should be removed from the Project Site each day.
- f. All burning and hot work operations should be carefully planned, and all combustible or flammable material should be removed from the area adjacent to the work area before starting the job.
- g. Fire extinguishers should be provided by the Prime Contractor and/or each Subcontractor as required by the Project Safety Program. Fire extinguishers (rated not less than 10B) should be placed every 3,000 square feet of construction area, and should be inspected monthly by a competent person.
- h. The fire extinguishers should be tagged at the time they are first placed at the Project Site and then at least annually thereafter or when re-tagging is necessary.
- i. Additional fire extinguishers should be added in areas where welding, cutting or burning will take place for the purpose of a fire watch.
- j. All hot work operations require a hot work permit.
- k. One portable fire extinguisher (rated not less than 10B) should be provided within twenty-five (25) feet of any hot work operations.
- l. One portable fire extinguisher (rated not less than 10B) should be

provided within twenty-five (25) feet of use of flammable liquids.

- m. In situations where the hot work operations are being performed off of aerial boom lift devices, elevated platforms (e.g. scissors lift) or fixed scaffolding, a fire extinguisher (rated not less than 10B) should be available at the elevated work area, and secured from falling.
- n. One fire extinguisher (rated not less than 10B) should be provided within five (5) feet of gasoline operated fixed equipment.
- o. One portable fire extinguisher (rated not less than 20B) should be located not less than twenty five (25) feet, or more than seventy five (75) feet, from any flammable liquid storage area.
- p. Employees designated by the Prime Contractor and each Subcontractor should be trained in the proper use of the fire extinguisher and training records should be available for review.
- q. Access should be maintained at all times to existing or newly activated fire hydrants and/or fire department connections.
- r. Fire hose should be provided where directed or required.
- s. Emergency fire department phone numbers must be conspicuously posted.
- t. Smoking should be prohibited at or in the vicinity of operations that present a fire hazard, and "NO SMOKING" signs should be conspicuously posted.

7.10 Hazardous Material Management. Flammable Liquids Storage and Containment

- a. Portable fuel tanks should be installed in accordance with federal, state and local requirements. The Prime Contractor and/or Subcontractors are responsible for securing permits if required.
- b. Flammable liquids should be stored in NFPA, UL (Underwriters Laboratory) approved containers or tanks outside, away from buildings, in a safe and secure location as directed by the Project Safety Director.
- c. Containers are to be kept in good condition and inspected regularly. Any defective containers are to be disposed of immediately.
- d. Fuel tanks are to be identified and labeled as to content and NFPA compliant signage should be posted in accordance with local, state

or federal regulatory requirements.

- e. Portable fuel tanks should be located away from open flames.
- f. Fuel storage perimeter areas are to be kept free of weeds, debris and other combustibles.
- g. All vehicular engines should be shut off during fueling operations. Funnels, proper grounding and spill absorbent pads should be used when transferring fuel from portable containers. Any fuel spillage should be immediately contained, neutralized and cleaned up.
- h. No smoking is permitted within 25 feet of any flammable liquid storage or dispensing areas. "NO SMOKING" signs should be conspicuously posted.

7.11 Hazardous Material Management. Compressed Gas Storage and Containment:

- a. Storage of compressed gases should be in accordance with all recognized Compressed Gas Association safety practices, Cal-OSHA and any other applicable regulations.
- b. Compressed gas cylinders should be stored on a solid base with valve caps in place.
- c. Compressed gas cylinders should be secured to rigid support to prevent tipping or falling.
- d. Compressed gas cylinders should be separated by 20 feet or 1/2 hour rated fire wall when stored.
- e. Empty cylinders should be stored apart from full cylinders, and conspicuously marked "MT" or labeled in some other fashion that will allow anyone to know its status.

7.12 Hot Work Pre-Task Measures.

- a. Prior to conducting any hot work activities each Contractor should ensure that appropriate precautions or actions should be taken and documented.
- b. Fire prevention plans should be implemented including placement of fire extinguishers within 5 feet perimeter of work, and fire blankets should be placed on surrounding areas and materials.
- c. A fire watch should be posted during the hot work operations and for

at least 30 minutes after the hot work operations have been completed.

- d. The fire watch should be aware of emergency response/notification procedures and have direct access to radio/phone communication.
- e. In situations where the hot work operation is being performed off of aerial devices, elevated platforms or scaffolding a fire extinguisher (rated not less than 10B) should be available at the elevated work area, and secured from falling below.
- f. Welding equipment must be checked and any defective equipment repaired, replaced or removed from services.
- g. Floors and surrounding areas should be swept, debris free and combustibles transferred to a safe distance.
- h. Wall and floor openings should be covered with appropriate fire blankets or other approved materials.
- i. All combustible materials within 35 feet of the hot work should be removed or properly protected.
- j. Prior to the beginning of hot work the Prime Contractor and/or Subcontractor should ensure that all employees assigned to the work activities are instructed as to:
 - i. The type of hot work that will be performed
 - ii. The safety precautions to be taken
 - iii. The personal protective equipment to be worn
 - iv. The requirements of the fire watch during and after the hot work activities
 - v. How to use the fire extinguisher and awareness of the limitations of the fire extinguisher
 - vi. Hot work termination protocols; and
 - vii. Emergency response specific to extinguishment of a fire resulting from the hot work.
- k. Hot work should not commence if any employee does not fully understand what is expected of him or her during the hot work activities.

- 7.13 Protection of the Public. All necessary precautions to prevent injury to the Public or damage to property of others should be taken. The Prime Contractor should develop and submit for review a public protection program pursuant to the requirements of ANSI standards A10.34 "Public Protection in Construction Zones" and any other applicable regulations.
- a. Work should not be performed in any area occupied by the Public unless specifically permitted by the Contract or approved in writing by the Prime Contractor.
 - b. When necessary to maintain Public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, vehicular roadways, etc., the Prime Contractor and/or Subcontractor should protect the Public in accordance with all applicable laws and regulations.
 - c. Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits should be kept clear of obstructions, holes, materials, water intrusion and other conditions to permit safe ingress and egress of the Public at all times.
 - d. Appropriate warnings, signs and instructional safety signs should be conspicuously posted where necessary.
 - e. Signs, signals or other control devices used to regulate vehicular traffic should meet the requirements of the local authority having jurisdiction for work on or near the Project Site.
 - f. Sidewalks, sheds, canopies, catch platforms and appropriate fences should be provided, when necessary, to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structure in the course of construction.
 - g. Prime Contractor shall ensure that the use of horizontal debris netting if required by local ordinance or other jurisdiction be installed and maintained as required. In the event of a conflict in standards regarding horizontal debris netting, the more stringent standard or ordinance shall apply.
 - h. Prime Contractor shall ensure that vertical perimeter debris netting is established and maintained at all elevated levels where there is exposure to the public or adjacent property. Vertical safety netting should have a height not less than 60 inches. The top edge and intermediate height of nets should be mounted securely. Vertical debris netting should be maintained in good condition. Inspection

and repairs and should be made frequently to maintain integrity of the net system.

- i. Temporary fencing should be provided and properly secured and anchored around the perimeter of aboveground operations adjacent to Public areas.
- j. Guardrails should be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms.
- k. Pedestrian walkways elevated above adjoining surfaces or walkways within four feet of the top of excavated slope or vertical bank should be protected by a guardrail. Guardrails should be constructed in accordance with Cal-OSHA standards and other applicable laws and regulations.
- l. Barricades should be provided when a permanent sidewalk, shed, fence or guardrail, as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings.
- m. When a barricade is removed temporarily for the purpose of work a designated safety and security watch should be placed at the opening. K-rail or barricades adjacent to public roadways should have adequate reflector tabs and attenuators in place at the ends.
- n. A temporary sidewalk, with pedestrian delineating signage and control, should be provided when a permanent sidewalk is obstructed by the Prime Contractor and/or Subcontractor's operations. If appropriate and necessary, guardrails should be provided on both sides of temporary sidewalks, and a roof should also be constructed to provide protection from falling debris.
- o. When work is to be performed over or near roadways, walkways or other areas used by the Public, protection should be provided to prevent material or any type of overspray from falling on workers, or the Public. Employees should be instructed in the proper methods to discard gross quantities of rubbish and debris.
- p. All warning signs and lights should be maintained along guardrails, barricades, temporary sidewalks and at every obstruction to the Public. Lights should be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstruction.
- q. All signage warnings and traffic control should comply with the

requirements of the local authority having jurisdiction.

- r. Required signs and symbols should be visible at all times when work is being performed and should be removed or covered promptly when the hazards no longer exist.
- s. All traffic signs or devices used for protection of the Public should conform to American National Standards Institute, Manual of Uniform Traffic Control Devices for Streets and Highways or other governmental requirements, whichever offers the greatest degree of safety.
- t. Barricades, cones, and/or similar channeling devices should be used whenever employees or the Public are exposed to traffic or similar hazards.
- u. Flagman with proper high visibility personal protection attire, equipment and "STOP/SLOW" signs, should escort construction vehicles when they are on streets/roadways outside the construction area.
- v. When traffic patterns are closed or altered due to work activity, instructional or warning signs should be posted.
- w. Flag personnel should be trained by the Prime Contractor and/or Subcontractor in the required procedures for safely directing and controlling vehicular traffic around construction activities.
- x. Employees working adjacent to vehicular traffic should at all times wear a reflective/ high visibility attire/vest (i.e. ANSI certified Class 2)
- y. Low voltage (12 volt) protected lights should be used to mark fences and barricades and other such encroachments onto public streets or sidewalks. These lights should be kept operational.
- z. Covered sidewalks should be equipped with permanent lights to provide sufficient illumination for safe use by the Public day or night. All bulbs should be cage-protected and kept operational.
- aa. Public walkways and roadways should be kept clean and maintained for the safe and unobstructed movement of pedestrian and vehicular traffic.
- bb. When steel plates, wood planking or similar covers are used to cover excavations, they should be secured to prevent movement from traffic and meet all local governing agency requirements.

- cc. When such covers are located where there is pedestrian traffic, they should be constructed so as to eliminate tripping hazards. Covers should be non-slip in nature or have a non-slip surface and meet all local governing agency requirements.
- dd. Where sidewalks or other normal walkways for pedestrians are blocked, jersey barriers or K-rail barricades should be provided around the blocked area to protect pedestrians from traffic and other hazards.
- ee. When work is to be performed over or near roadways, walkways or other areas used by the Public, protection should be provided to prevent material or any type of overspray from falling on workers, or the Public. Employees should be instructed in the proper methods to discard gross quantities of rubbish and debris.
- ff. When trash chutes and dumpsters are used for rubbish and debris disposal, such chutes and dumpsters should not be located near roadways, pedestrian pathways or other areas used by the Public without the permission of the local government authority having jurisdiction, and adequate dust control method should be implemented.
- gg. Construction materials that can be blown or swept off roofs, floors, or other elevated surfaces should be properly secured and should not be staged or stored within 6 feet of a roof edge or floor perimeter.

7.14 Personal Protective Equipment (PPE)

The Prime Contractor and each Subcontractor is responsible to:

- a. Ensure all individuals involved in the performance of work at the Project Site, or who visit the Project Site wear at a minimum; head protection, eye protection, high visibility/reflective vests (i.e. ANSI certified Class 2), long pants, shirts with a minimum 4-inch sleeve, sturdy work boots or shoes.
- b. Ensure hearing protection is provided when workers are exposed to sound levels exceeding 85 decibels during the workers shift. 100% hearing protection is recommended for any work involving jack hammering, grinding operations, table saw operations, hammering operations and fire alarm testing operations,
- c. Ensure the use of hand protection when workers are exposed to hazards from skin absorption of harmful substances, severe cuts or lacerations, severe abrasions, punctures, chemical burns, thermal

burns, impacts (such as jack hammering operations) and harmful temperature extremes:

- d. Ensure that all workers are provided with such other personal protective equipment as is required to reduce employee exposure to hazards when engineering and administrative controls are not feasible or effective in reducing the exposures from work to acceptable levels
- e. Ensure that all personal protective equipment (PPE) is available, maintained and is being supplied as required.

Contractors are responsible for following the requirements of Cal OSHA and providing appropriate personal protective equipment including a job hazard analysis for each task requiring PPE

7.15 Fall Protection.

- a. The Prime Contractor and/or Subcontractors are responsible for following the requirements of OSHA's Fall Protection Standard and Project Site protocols described below when working on elevated surfaces.
- b. All fall protection must meet as a minimum the requirements of the OSHA Standard "29 CFR Subpart M – Fall Protection"
- c. The Prime Contractor and/or Subcontractors performing work at the Project Site must protect their workers from fall hazards and falling objects whenever an affected employee is 6 feet (1.8 meters) or more above a lower level.
- d. Fall protection must also be provided for workers who are exposed to the hazard of falling into dangerous equipment.
- e. Fall protection must utilize fall protection anchorage points.
- f. Prime Contractor should prohibit the use of controlled access zones, warning line systems, controlled decking zones or safety monitoring systems as a means of personal fall protection.
- g. Construction components are to be assembled at ground level whenever possible to reduce fall exposure.

7.16 Scaffolding

- a. The Prime Contractor must implement and enforce a scaffolding notification (tagging) system as established in ANSI A10.8 2001 to

identify scaffolds that have been inspected, are deficient or areas where additional means of fall protection should be provided.

- b. Inspection of scaffolds should be done before each use. Inspections should be made by a qualified person.
- c. Scaffold erection and dismantling should be performed under the direction of a qualified person who possesses a certification of competence in scaffold erection as defined under Cal-Osha subsection 1637.

7.17 Crane and Rigging Operations

- a. Prime Contractor shall ensure that all cranes performing work on the project maintain proof of current annual third party inspection.
- b. Prime Contractor shall require and verify that all persons operating any crane greater than 15,000 pounds capacity and or equipped with a boom of 25 feet or more prior to July 7, 2011 shall hold and possess at all times while operating any such crane a current operator's certification as defined by Cal-Osha subsection GISO 5006.1 (As of July 7, 2011 all cranes used on the Project shall comply with and be operated under the provisions of Cal-Osha Construction Safety Orders Subchapter 4 Article 15 Cranes and Derricks in Construction)
- c. Prime Contractor should ensure that a written critical lift plan is reviewed and approved prior to any critical lift. For this project, "critical lift" is defined as any lift exceeding 75% rated crane capacity, multiple lifts, lifts involving the hoisting of personnel, lifts within Prime proximity of power lines, lifts posing risks to property or people, tower crane erection and dismantling, and lifts involving specialized or unique rigging configurations or other circumstances considered critical by the Project Safety Director.
- d. Cranes should not be operated when wind conditions approach or exceed manufacturer recommendations, or when determined by the Project Safety Director, the crane operator, or a competent person in charge to be hazardous.
- e. The crane operator should have authority to refuse to lift any load he or she considers to be unsafe.
- f. The crane operator should report to the Project Safety Director any unsafe conduct by any person involved in rigging or lifting activities.

- g. Prime Contractor should ensure that routine crane inspections are documented on a frequent and periodic basis as defined in ASME B 30.5 and Cal-Osha Title 8.
- h. Prime Contractor should require that any person performing rigging, or signaling provide proof of training upon request. In the absence of such documentation, such individual should not rig, signal or direct the operation of any crane at any time.
- i. Prime Contractor shall be responsible to ensure that all cranes on the jobsite are free of loads at the end of each day. The act of leaving a load on an unmanned crane should be prohibited except as provided under Cal-Osha CISO 1616.1 The suspending of welding machines, oxy-acetylene carts, gang boxes and similar items including rigging during hours of non-work is prohibited.
- j. Prime Contractor should ensure that lifting loads over occupied or temporary structures is avoided. Prime Contractor should also ensure that for all lifts where loads may expose any employee or member of the public to the hazards of dropped loads, effective and adequate means should be implemented prior to the lift to reduce or eliminate such exposures including compliance with Cal-OSHA Subchapter 4 Article 15 Subsection 1616.4 Overhead Loads. The responsible person for taking such action should be the competent person in charge of the lifting activity and should be identified in writing by name in any pre-lift written plans and/or job hazard analysis.

7.18 Ladder Safety.

- a. The Prime Contractor should ensure that only ladders that have a maximum load factor classification of Type IAA, Type IA or Type I are used on the Project Site. Manufactured ladders should comply with the guidelines of ANSI A14.2-1968, Safety Code for Portable Wood Ladders. Type II and Type III ladders are prohibited.
- b. Ladders are to be inspected on a regular basis.
- c. An extension ladder slope should always be 4 ft. of height to 1 ft. away from the structure (4:1 ratio in slope).
- d. The top of the ladder must always extend 3 ft. higher than the roof or landing platform it is resting upon, unless landing handgrips are provided.
- e. Ladders that are deemed unsafe are to be immediately removed

from service and from the Project Site.

- f. Barricades should be setup to direct pedestrian traffic away from the ladder.
- g. The areas around the top and bottom of the ladder must remain clear of debris and other objects.
- h. All ladders are to be taken down at the end of any work shift and be properly secured to prevent unauthorized access to elevated surfaces.

7.19 Heat Stress Prevention

When working within any hot thermal working environment or inclement hot weather, the Prime Contractor and each Subcontractor is responsible for having a written policy and procedures in accordance with Cal-OSHA T8, CCR 3395 requirements, and conduct employee training and instruction on the following:

- a. Provide adequate cool water drinking stations, water source replenishment and encourage workers to continually hydrate.
- b. Provide cool areas for use during break periods and encourage adequate hydration.
- c. Monitor workers who are at risk of heat stress, either due to physical characteristics, or work environment.
- d. Provide heat stress training that includes information about:
 - i. Personal and environmental risk factors,
 - ii. Heat illness prevention procedures,
 - iii. The importance of the frequent consumption of small quantities of water,
 - iv. Acclimatization to heat,
 - v. Heat stress signs and symptoms,
 - vi. The importance of co-worker monitoring and immediate reporting to employer of any co-worker signs or symptoms of heat illness,
 - vii. Emergency response and first aid treatment,
 - viii. Personal Protective Equipment.

7.20 Temporary Heating Devices

- a. The storage of propane cylinders whether full or empty within buildings is prohibited.
- b. Temporary heating devices should be utilized and maintained in accordance with all federal, local and state rules and regulations.
- c. Solid fuel salamanders and open fires are prohibited.
- d. Sufficient fresh air and ventilation should be provided either naturally or mechanically to maintain the health and safety of the workers and ensure proper combustion.
- e. Heaters must be located at least 15 feet away from tarpaulins, plastic sheeting, or canvas coverings or closures. Coverings and closures must be securely fastened to prevent being blown onto the heater by wind.
- f. Temporary heaters should be inspected each day prior to use. Heaters must not be modified or altered.

7.21 Respiratory Protection

- a. The Prime Contractor and each Subcontractor, whose work at the Project Site requires its workers to be exposed to a potentially hazardous environment, is required to have a respiratory protection program that is reviewed and approved by the Project Safety Director.
- b. Records of appropriate training, pulmonary function tests and respirator fit tests must be available to the Project Safety Director or the AOC's Safety Consultant upon request.

7.22 Confined Space Entry Permit

All confined space entry must be under a permit system that should be reviewed by Project Safety Director prior to entry into a confined space. This permit should be issued after it has been demonstrated that all personnel have been trained, briefed as to their role and responsibility for the designated operation and have the following practices and equipment in place, checked and ready for immediate application:

- a. adequate personal protective equipment,
- b. air monitoring device procedures,
- c. harnesses and lifelines,

- d. standby fire extinguishers,
- e. appropriate area ventilation,
- f. emergency response, and
- g. rescue equipment.

7.23 Excavation

All excavation should be under a permit system that should be reviewed by the Project Safety Director prior to the start of any excavation related activities. Excavation must follow the protocols described below:

- a. All excavation should be planned and performed in conformance with the requirements of California Code of Regulations section 1541.1 “Requirements for Protective Systems” with the exception of:
 - i. Excavations made entirely in stable rock; or
 - ii. Excavations less than 5 feet in depth where the soil condition has been examined by a Competent Safety Person and it has been determined that the excavation/trench provides no indication of potential cave-in.
- b. Prior to any excavation, the Prime Contractor and/or Subcontractor is responsible for notification of all applicable utility companies that excavation work is being performed.
- c. If there are existing utilities within the excavation area, the Prime Contractor and/or Subcontractor should receive from the utility, or the location service company utilized by the utility, a confirmation number that all utilities have been identified, and the Prime Contractor and/or Subcontractor must verify the location of the identified utility either prior to or during excavation.
- d. Only qualified excavation equipment operators should be allowed to operate each piece of excavation equipment being used.
- e. If there is a potential for hazardous atmosphere in an excavation, the Project Safety Director must be notified.
- f. If de-watering is necessary for an excavation, the Project Safety Director must be notified prior to excavation.
- g. When an excavation is open, necessary signs, barricades and temporary lighting, which may be pertinent for the protection of the work, workers, the public, adjacent structures must be utilized.

- h. When working around trees that have been designated as being retained as part of the completed Project, or are the property of others, the special precautions must be taken to not to harm the tree in any way.

7.24 Electric Safety

The Prime Contractor and/or Subcontractor should ensure that all of its workers performing work on the Project Site adhere to the following electrical safety requirements:

- a. All electrical work, installation and wire capacities should be in accordance with the pertinent provisions of the National Electrical Code, National Electrical Safety Code, Cal-OSHA and any other applicable code.
- b. Ground Fault Circuit Interrupters (GFCI's) are to be used with any electric equipment used in wet or potentially wet environment. GFCI's can be either in the form of a "pigtail" or hard wired to the building's electrical system.
- c. Extension cords used with portable electric tools and appliances should be heavy duty, of the three wire grounding type, and should conform to the type and configuration required by the applicable Cal-OSHA regulations, National Fire Protection Association and National Electrical Code.
- d. Defective or modified extension cords should not be used on the Project Site.
- e. Electrical boxes, switchgear, cabinets or electrical rooms should not be left open when not attended.
- f. All electrical circuits and/or equipment should be de-energized prior to any work being performed on them.
- g. When electrical circuits and/or equipment cannot be de-energized and must be worked while energized, then adequate voltage rated insulated gloves, mats, aprons and other protective equipment must be used as required, and such personal protective equipment must be tested for leaks and insulating capabilities prior to use.

7.25 Pneumatic Tools and Compressed Air Systems

The following guidelines are to be followed when working with pneumatic tools powered by compressed air:

- a. All pneumatic driven nailers, staplers, and other similar equipment provided with automatic fastener feed, and which operate at more than 100 p.s.i. pressure at the tool, should have a safety device on the muzzle to prevent the tool from ejecting fasteners, unless the muzzle is in contact with the work surface.
- b. Pneumatic tools should be secured to the hose or whip by positive means to prevent the tool from becoming accidentally disconnected.
- c. The tool/hose/component manufacturer's safe operating pressure for hoses, pipes, valves, and other fittings should not be exceeded.
- d. The use of hoses for hoisting or lowering tools should not be permitted.
- e. All hoses that exceed 1/2 inch inside diameter should have a safety device at the source of supply or branch line to reduce pressure in case of hose failure.
- f. Before any air hose connection is made, or removed, the air supply must be turned off.

7.26 Powder Actuated Tools

The following guidelines are to be followed when working with powder actuated tools:

- a. Only employees who have furnished evidence of having been trained in its use should be allowed to operate a powder actuated tool.
- b. Powder actuated tools should not be used in an explosive or flammable atmosphere.
- c. A powder actuated tool must be equipped with a protective shield or guard centered perpendicular on the barrel of the tool to confine any fragments or particles that might otherwise create a hazard when the tool is fired.
- d. Any tool that is damaged or defective must immediately be taken out of service and removed from the Project Site at the end of the shift when the tool is discovered to be defective.

8.0 Soil and Air Pollution Management Plan

8.1 General Requirements

The Prime Contractor must address airborne particulates and

contaminants resulting from the work on the Project and provide a “Soil and Air Pollution Management Plan” that describes measures to be taken to control dust and prevent pollution of soil and air resulting from the performance of the work. The Prime Contractor should describe in detail how dust, air emissions, and/or soil pollutants generated during the performance of the work will be minimized, controlled, contained, treated, and/or disposed.

8.2 Dust Control Measures

The Prime Contractor should address in its dust control plan each of the applicable dust control measures listed below:

- a. the limitation of cleared areas
- b. physical wind barrier placement
- c. site traffic control
- d. earth moving management
- e. area or soil misting/watering and dust minimization
- f. soil compaction
- g. vegetative stabilization
- h. chemical stabilization
- i. pile configuration, and
- j. site access and exit track out controls.

8.3 Coating or Paint

The Soil and Air Pollution Management Plan must include specific procedures that address coating or paint overspray countermeasures to include the application of paint or coating with rollers, structure containment, a wind monitoring plan, and careful pre-planning that would address the prevention of damage from overspray to vehicles and other public properties that may be inadvertently sprayed,

8.4 Dust Control Implementation

Once the Soil and Air Pollution Management Plan has been formulated, it is the Prime Contractor’s responsibility implement the dust control plan and ensure that all employees know their responsibilities, monitor the worksite for compliance and keep a weekly log monitoring the implementation and

effectiveness of the control measures.

8.5 Project Site Inspection Checklist

The Soil and Air Pollution Management Plan should include the development of a Project Site inspection checklist to be completed and submitted to the Project Safety Director on a weekly basis, and be available to the OCIP Safety Consultant upon request.

9.0 Project Substance Abuse Program

The AOC is committed to the establishment and maintenance of a safe and efficient work environment for all personnel, free from the effects of alcohol, illegal drugs and other controlled substances. To provide a safe workplace for all employees, The Prime Contractor and each Subcontractor must comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.), and provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Subcontractor's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code, Section 8355(c) that every employee who works under the Contract should:
 - i. Be informed of the dangers of drug abuse in the workplace;
 - ii. Receive a copy of the Subcontractor's drug-free workplace policy statement; and
 - iii. Agree to abide by the terms of the Subcontractor's statement as a condition of employment.

- d. Provide for reasonable cause testing as necessary, and post accident testing of workers performing work at the Project Site.

10.0 Other Controlled Items

The AOC prohibits the use, possession, concealment, transportation, promotion or sale of the following controlled items at the Project Site:

- a. Firearms, weapons, and ammunition – except when authorized for security reasons;
- b. Unauthorized explosives, including fireworks; and
- c. Stolen property or contraband.

11.0 Group Tours and Site Visitors

11.1 General Requirements

The Project Site is an active construction area with many risk exposures and hazards. Drop-in visits, lunch hour walks, or employee sightseeing tours are strictly prohibited. It is particularly important that a high degree of protection be afforded to all persons on the authorized tours of the Project Site.

11.2 Tour or Site Visitor Purpose

The following instructions should be complied with by the Prime Contractor and/or Subcontractor and those responsible for arranging such tours. Regardless of affiliation all site visitors and tours must:

- a. Be expected by notifying the Prime Contractor in a timely manner of their intended visit;
- b. Be accompanied by a representative of the AOC, the Prime Contractor, or a Subcontractor;
- c. Have a business, technical, safety, regulatory, or public relations objective;
- d. Be cleared and approved, allowing maximum advance notice to the Prime Contractor.

11.3 Specific Requirements

If visitors or tour participants will be on foot or out of a vehicle/bus, the individual or organization requesting the tour should ensure that:

- a. Tours be limited to no more than fifteen (15) people;
- b. All visitors are to be instructed prior to the site visitation that appropriate PPE is required to include hard hats, eye protection, long pants, shirts with a minimum 4-inch sleeve and sturdy boots or shoes. If the individual does not have the appropriate PPE, then the AOC, Prime Contractor, or Subcontractor will be required to provide such items for the visitors.
- c. Individuals under 18 years of age should not be permitted on the Project Site or Project tours.

12.0 Emergency Response Procedures

12.1 General Requirements

The potential of a major event or emergency can arise at any time and from many causes. The Prime Contractor and each Subcontractor should maintain an Emergency Response protocol that provides the following minimum requirements:

12.2 Emergency Communications

The Prime Subcontractor should establish and communicate to each Subcontractor the Emergency Action Plan for security and emergency use. The plan should include:

- a. Define what type of communication devices are to be used for security and emergency:
 - i. Telephone
 - ii. Phones should be Caller ID capable
 - iii. Radio,
 - iv. If radio is shared with other users, security should have a separate frequency or the ability to override other users in an emergency situation, and/or
 - v. Cellular phones.
- b. Define how emergencies are communicated and coordinated with:
 - i. Local Police and Fire Emergency Response
 - ii. Local emergency services to establish central locations or special access routes to the Project Site

- iii. Local emergency responders to determine if there is a direct number to contact emergency dispatchers in case of 911 system failures or is overwhelmed during a catastrophic event, and
- iv. Project Site designated evacuation areas, routes, and communication protocols.

12.3 Inclement Weather Preparation and Response

If weather conditions around or near the Project Site develop to the degree that work conditions become hazardous, the following procedures should be followed:

- a. Inclement weather monitoring should be implemented by the Prime Contractor with application of a weather alert information system to give periodic updates to Project Safety Director.
- b. If weather conditions warrant the termination of work on the Project Site for the day, the Prime Contractor should notify all affected Subcontractors, by phone and electronic communication.
- c. In the event of a natural peril (i.e. high winds, lightning, earthquake, wildfire, tornado, hail storm), all workers should evacuate to a designated evacuation area. Each Subcontractor will be responsible for obtaining a “head count” of their workers and report said head count to the Project Safety Director and/or the Subcontractor Safety Representative.
- d. If the Project is shut down due to severe/inclement weather conditions, the Prime Contractor should notify all affected Subcontractors, by phone and by electronic communication, when it is safe to return to the Project Site.

12.4 Emergency Evacuation

the event of an emergency that requires the evacuation of the Project Site, the following procedures should be followed:

- a. The Prime Contractor should notify all affected Subcontractors using Emergency Response Procedures as required under Article 12.2 of the need to evacuate the Project Site.
- b. If the evacuation notice is given, all workers should immediately stop work, shut down and secure all equipment, and then proceed to their designated evacuation area.

- c. Each Subcontractor will be responsible for obtaining a “head count” of their workers and report said head count to the Project Safety Director and/or the Subcontractor Safety Representative. Any missing individuals will immediately be brought to the attention of the Project Safety Director and the Subcontractor Safety Representative.
- d. No Subcontractor should re-enter the Project Site until the Prime Contractor, with the prior agreement of the AOC, notifies all affected Subcontractors by phone or by electronic communication that it is safe to return to the Project Site.

13.0 Accident Notification

- 13.1 The Prime Contractor shall verbally inform the AOC onsite representative and Project Manager of any accident involving property damage or personal injury that occurs on the Project Site, or is incidental to the work on the Project. The Prime Contractor shall complete all notifications required under the terms and conditions of the OCIP Claims Manual, and should complete a written investigation report within 48 hours of the accident.
- 13.2 The Prime Contractor should establish criteria that require all Subcontractors to follow the same requirements for accident reporting and investigation.
- 13.3 Following the accident investigation, and depending upon severity of the accident, the Prime Contractor, any involved Subcontractor, the Project Safety Director, the OCIP Safety Consultant, and representatives from the AOC may meet to 1) review and explain the events of the accident, 2) describe the causal factors of the accident, and 3) determine what remedial action must be initiated to avoid re-occurrences.

14.0 Regulatory Reviews

The Prime Contractor and each Subcontractor should notify the Project Safety Director and the OCIP Safety Consultant immediately of any site visitations that would entail a formal inspection conducted at the Project Site by the California Division of Industrial Relations, the Division of Occupational Safety and Health (DOSH), or any other federal, state or county safety, security, health or environmental organization/agency. Depending on the results of the inspection the Prime Contractor should furnish the Project Safety Director and the OCIP Safety Consultant with copies of all citations and/or warnings of safety or security violations within three days of receiving the citations and/or warnings from the regulatory authority.

15.0 Communication

The Prime Contractors should maintain a bulletin board located at the Project Site adjacent to the field office or other conspicuous location. Items including, but not limited to, the following should be posted on the bulletin board:

- a. Emergency procedures and contacts
- b. Emergency phone numbers
- c. State Department of Labor required Posters – Job Safety and Health Protection, Medical Provider Network Guidelines
- d. Hazard Communication Program – Statement of the results of a hazardous chemical survey
- e. OSHA 300 Summary (during February through April of every year)
- f. Summaries, findings or notices of violations received from Cal-OSHA or the California Division of Industrial Relations inspection agencies or other authority having jurisdiction
- g. Personnel and vehicle search policy is to be posted at each access gate and on each Subcontractor's Project Site bulletin board.

16.0 No Release

The review of the Subcontractors Project Safety Program, by the AOC or its OCIP Safety Consultant in no way relieves the Prime Subcontractor or any any Subcontractor of their total and complete responsibility for accident prevention and safety related to their work at the Project Site.