



Owner Controlled Insurance Program (OCIP) Manual



JUDICIAL COUNCIL
OF CALIFORNIA

ADMINISTRATIVE DIVISION
FACILITIES SERVICES

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1.0 INTRODUCTION

1.1 Overview

The Judicial Council of California (Sponsor) has elected to use an Owner Controlled Insurance Program (OCIP) for the _____ Courthouse Project (Project). Under such a program, the Sponsor purchases certain insurance policies for protection of some (but not all) of the insurable risks that exist on a construction project. The insurance purchased by the Sponsor will be endorsed to extend coverage of the policy to any enrolled Contractors, Subcontractors, or Sub-Subcontractors. Contractors of every tier on the Project should carefully consider the OCIP and its implications to their company before executing a contract requiring their participation in the OCIP.

The OCIP provides the following insurance for all Contractors, regardless of tier, that are approved for participation in the insurance program:

- Commercial General/ Excess Liability
- Workers' Compensation

The following additional coverages are provided outside of the OCIP:

- Builders' Risk
- Pollution Liability Insurance

Certain Contractors are ineligible for this program. These parties are identified in the Definitions, Section 3.0 of this manual.

The Sponsor will pay all insurance premiums for the OCIP coverage listed above. You should notify your insurer(s) to delete from your insurance program charges and coverage for the on-site activities of this Project that are covered under the OCIP.

Alliant, the OCIP Program Broker/Administrator, will be administering the program on the behalf of the Sponsor.

Insurance coverage and limits provided under the OCIP are limited in scope and specific to this project only. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your own expense.

The guidelines in this manual are to be used for informational purposes only. Any conflict between this document and any contract or subcontract, the contract or subcontract will govern. Any difference with the actual OCIP policies will control in the event of any inconsistency or misunderstanding.

INTRODUCTION

1.2 About this Manual

This manual is designed to identify, define, and assign responsibilities for the administration of the OCIP. The guidelines in this manual are to be used for informational purposes only.

This Manual:

- Generally describes the OCIP
- Identifies responsibilities of the various parties involved in the project with regards to the OCIP
- Provides a basic description of the OCIP operation
- Describes audit and administration procedures for the OCIP
- Provides answers to basic questions about the OCIP

This manual will be updated throughout the course of the project if necessary

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverage
- Provide answers to specific claims questions

Specific questions about the OCIP, its administration, or the coverage provided should be referred to the OCIP Administrator identified in the Project Directory section immediately following this introduction.

1.3 Responsibilities Concerning Loss Control & Claim Reporting

It will be the responsibility of all Contractors of any tier to exercise every reasonable action to prevent work related injuries, property and equipment damage at the project site, as well as to minimize the exposure of risk to the public and third party property. All Contractors of any tier will conduct loss control prevention practices according to those requirements set by Federal, State and Local Laws, statutes, and specific project procedures developed for this project.

In the event of an accident, it will be the obligation of the responsible Contractor of any tier to see that the injured workers or members of the public are given immediate medical treatment. Also, all appropriate medical and claim forms must be filed with the appropriate Authorities, the Primary OCIP Carrier, Site Safety Personnel, and the OCIP Administrator.

2.0 PROJECT DIRECTORY

OCIP ADMINISTRATOR

Alliant Insurance Services Construction Services Group 701 B St, 6 th Floor San Diego, CA 92101	Cory Doucette Office: 619-849-3771 Cdoucette@alliant.com
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PROGRAM MANAGER	PROGRAM ADMINISTRATOR
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Traci Dorris Office: 619-849-3917 tdorris@alliant.com	Tamika Owens Office: 619-849-3997 Tamika.owens@alliant.com
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OCIP SAFETY MANAGER

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WORKERS' COMPENSATION CLAIMS REPORTING

WC DIRECT CLAIM REPORTING TO: TBD
Please refer to OCIP Claim Kit for WC Reporting Requirements

OCIP PORTAL – ALLIANT WRAPX

OCIP Document Submission Email:alliantwrapx@alliant.com	Online Enrollment, Payroll Reporting & Document Management Website: http://alliantwrapx.alliantinsurance.com/contractorportal *Contact Project Administrator for User Access
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OCIP Coverages

INSURANCE COMPANIES	POLICIES
Federal Insurance Company	Workers' Compensation
Executive Risk Indemnity	General Liability
Various	Excess Liability

Additional Coverages

INSURANCE COMPANIES	POLICIES
Illinois Union	Builders' Risk
Ironshore	Pollution

3.0 PROJECT DEFINITIONS

The following definitions apply to this project and to the descriptions of the Project Coverage used in this manual:

Approved Off-Site Locations:

Storage yards or staging areas used solely in connection with performing work at the Project Site. All locations must be approved by the Sponsor and insurer.

Certificate of Insurance:

A Document providing evidence of the existence of coverage for a particular insurance policy or policies.

Contract:

A written agreement between the Sponsor and the Contractor for specific work and also includes an agreement between a Subcontractor and any tier of Subcontractor.

Contractor Claims Obligation:

The amount Contractors of every tier are responsible for paying as their contribution for settlement of an insured loss.

Employer:

Any individual, firm, or corporation that provides direct construction labor for work performed at the Project Site.

Enrolled:

Applies to those eligible Contractors, Subcontractors, and Sub-Subcontractors that have submitted all necessary enrollment forms and have been accepted into the OCIP as evidenced by a Certificate of Insurance. *Also described in this manual as a Participating Contractor.*

Ineligible:

Applies to Contractors of any tier excluded from participation in the OCIP, including those involved in loading, transporting, and unloading materials, personnel, parts, or equipment, or any other items to, from or within the Site. *Also described in this manual as an Excluded Contractor.*

PROJECT DEFINITIONS

Insured:

The Sponsor, Participating Contractors, and any other party so named in the insurance policy.

Insurer:

The insurance company named on a policy or certificate of insurance that provided coverage for the OCIP.

Participating Contractor: See *Enrolled*

Project Site:

Project Site shall mean those areas designated in writing by Sponsor for performance of the Work and such additional areas as may be designated in writing by Sponsor for Contractors use in performance of the Work. Subject to notification and other requirements for off-site locations, the term Site shall also include (a) field office sites, (b) property used for bonded storage of material for the Project approved by Sponsor, (c) staging areas dedicated to the Project, and (d) areas where activities incidental to the Project are being performed by Contractors covered by the workers' compensation policy included in the OCIP, but excluding any permanent locations of Contractors.

Sponsor:

Judicial Council of California

Work:

Operations as fully described in the Contract, performed at, or emanating directly from the Project Site. Also, the entire completed construction or the various separately identifiable parts required to be furnished under the Contract documents.

4.0 CONTRACTOR RESPONSIBILITIES

Contractors of any tier are required to cooperate fully with the Sponsor and its OCIP Administrator in all aspects of OCIP operation and administration. All Contractors of any tier will be required to provide information necessary to bind coverage under the OCIP on a “per contract” basis. Responsibilities of the Contractor include:

- Identifying the cost of insurance which is excluded from their bid as appropriate; submits the Contractors Insurance Cost Worksheet (Form B) with their bid.
- Completion of all OCIP enrollment forms
- Include the OCIP provisions in all subcontracts as appropriate
- Notifying the OCIP Administrator of all subcontracts awarded and to provide all necessary enrollment forms
- Notifying the OCIP Administrator of all lower tier subcontracts awarded by providing the Notice of Award Form (Form F) and ensuring eligible lower tier subcontractors enroll in the OCIP
- Maintaining and reporting monthly payroll records
- Cooperating with the OCIP Administrator’s requests for information
- Complying with insurance, claim, and safety procedures
- Paying Contractor Claims Obligation promptly as required
- Notifying the OCIP Administrator immediately of any insurance cancellation or non-renewal (contractor-required insurance)

4.1 Alliant WrapX

Alliant WrapX (WrapX) is a proprietary Risk Management Information System (RMIS). All relevant OCIP information will be captured and stored online in a “paperless” format through WrapX. Information to be stored includes award notifications, enrollment information, OCIP payroll, and notice of work completions for all contractors on a per contract basis. Alliant Insurance will provide all OCIP Eligible Contractors a project welcome letter detailing instructions for utilizing the WrapX contractor portal upon receipt of a Notice of Award for the awarded contractor.

CONTRACTOR OCIP RESPONSIBILITIES

Submission of all OCIP related documents should be sent by e-mail to:

alliantwrapx@alliantinsurance.com

If you should have any questions or require additional information about this process or other matters related to the OCIP, please contact your OCIP Administrator identified in Section 2: Project Directory of this Manual.

4.2 Contractor Bids

Each bidder is required to **exclude from the bid/contract price** its normal cost for the insurance coverages provided by the OCIP. Contractors of any tier shall submit an Insurance Cost Worksheet (see Section 8) to the Sponsor, which will identify the estimated Cost of OCIP Coverages.

The “Cost of OCIP Coverages” is defined as the amount of Contractors’ reduction in insurance costs due to eligibility for OCIP Coverages, as determined by using the Alliant WrapX system which includes the Enrollment Form and the Insurance Cost Worksheet. Instructions for access to Alliant WrapX are located in Section 8 of this Insurance Manual. The Cost of OCIP Coverages includes reduction in insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of the self-funded program, self-insured retention, or deductible program. The Cost of OCIP Coverages must include expected losses within any retained risk.

Contractor must deduct the Cost of OCIP Coverages for all lower tier subcontractors, in addition to its own Cost of OCIP Coverages. If, upon verification by the OCIP Administrator, it is found by the Sponsor that the Cost of OCIP Coverages were not excluded from the contract, a deductive change order will be issued to remove these costs.

Upon award of a contract, Contractor will receive access to the OCIP Administrator’s website, for online data submission. (see instructions in Section 8) Contractor shall submit their Insurance Cost Worksheet online, including copies of their Workers’ Compensation, General Liability and Excess Umbrella rate and declaration pages. They must, include any deductible or Self-Insured retention (SIR) amounts, for Costs of OCIP Coverage verification purposes. Up to 5 years of loss runs may also be required when a large deductible program is in place with the Contractor.

In the event the Sponsor elects not to include a Contractor of any tier’s work under the OCIP, the standard terms and conditions regarding insurance listed in the Contract

CONTRACTOR OCIP RESPONSIBILITIES

Document will then apply. The OCIP Administrator will advise a Contractor of any tier which has submitted an enrollment form if they excluded from the OCIP.

Contractor shall cooperate fully with the OCIP Administrator in providing the necessary insurance data and information as required in the bid specifications and associated documents furnished by the Sponsor and/or OCIP Administrator during the duration of the project or until Sponsor-furnished insurance coverages are terminated.

4.3 Enrollment

Enrollment into the OCIP is required but not automatic. Eligible Contractors must complete the enrollment form online (see instructions in Section 8), and participate in the enrollment process for the OCIP coverage to apply. Access to the project site will not be permitted until the enrollment is complete.

Each Contractor of any tier shall provide details about its lower tier subcontractors via the Notice of Contract Award Form F (contained in Section 8). This form must be completed and submitted to the OCIP Administrator prior to mobilization. Each Contractor is responsible to complete their Enrollment online to obtain coverage under the OCIP.

A separate online Enrollment and Contractor's Insurance Cost Work Sheet is required for each Contract which you are performing Work; however, only one Workers' Compensation policy will be issued for your firm.

4.4 Assignment of Return Premiums

The Sponsor will pay the cost of the OCIP insurance coverage. The Sponsor will be the sole recipient of any return OCIP premiums or dividends. All Participating Contractors shall assign to Sponsor all adjustments, refunds, premium discounts, dividends, credits, or any other monies due from the OCIP insurers.

4.5 Payroll Reports

Each Participating Contractor must submit a Monthly Payroll Report online identifying man-hours and payroll for all work performed at the Project Site on a "per contract" basis to the OCIP Administrator. This information will be used to provide the insurance company with the information required to determine the premium for the OCIP.

The monthly man-hour reports shall certify all Work performed at or emanating directly from the Project Site, including supervisory and clerical personnel on site.

CONTRACTOR OCIP RESPONSIBILITIES

Payroll shall be unburdened and allocated by Workers' Compensation Classification(s) and shall exclude the excess or premium paid for overtime (i.e., only the straight time rate shall apply to overtime hours worked). Furthermore, such records shall limit the payroll for Owners and Executive Officers as stated in manual rules.

A Separate Monthly Payroll is required for each Contract for Work you are performing.

4.6 Insurance Company Payroll Audit

Each Participating Contractor is required to maintain payroll records for the Project Site in accordance with the Basic Manual of Rules, Classifications, and Experience Rating Plan for Workers' Compensation and Employers Liability Insurance. Each Participating Contractor is required to participate in any audit conducted by the insurers for the OCIP, and to cooperate with the auditor(s) conducting such audit.

4.7 Completion of Work

When a Participating Contractor has completed its work, each Participating Contractor shall complete a Notice of Work Completion online and submit it to the OCIP Administrator. The Sponsor will not release final payment until all required data has been submitted to and approved by the OCIP Administrator. It is the upper-tier Contractor's responsibility to assure that each of their lower-tier subcontractors completes this form. This form must be completed separately for each contract.

Any Contractor Claims Obligation that Contractors of any tier are responsible for will be considered at the time of the Contract close-out unless the actual cost of the claim has been established and considered prior to close-out.

4.8 Approved Off-Site Locations

The Contractor is responsible, on behalf of itself or its lower tier Contractors, for applying for approval to have off-site locations covered by the OCIP. The Contractor, prior to the use of the site, shall notify the OCIP Administrator of the need and shall request approval of the site. The request should include the location address, description of the site, intended use, and the duration of the work to be performed at the site. The off-site location must be dedicated 100 % to the Project. The OCIP Administrator will notify the Contractor if and when the off-site location is approved by the OCIP Insurer. Contractor shall not assume OCIP coverage is provided for the off-site location until it has received confirmation from the OCIP Administrator.

4.9 Safety

Contractors of any tier are required to establish a written safety program and to provide a full-time qualified Safety Manager or designated competent safety representative who shall be onsite when any work is in progress. Non-compliance with Project Loss Control Requirements could be considered to be the same as non-compliance with another contractual condition. Minimum standards for Contractor programs are outlined in the OCIP Safety Manual.

The Sponsor or its loss control representatives will have the right to “Stop Work” when serious defective conditions, unsafe work activities, or life-threatening hazards are identified. In accordance with contract requirements, if deemed necessary, the Sponsor may remove any contractor and/or contractor employees that blatantly violate these requirements. The Sponsor, at its discretion, will designate an individual to act on its behalf, in all matters relating to work site safety and health.

4.10 Claims Reporting

Please refer to section 7 of this Manual.

4.11 Change Order Procedures

All change orders submitted by Contractor of any tier will be priced to **exclude** their normal cost of insurance for the coverage(s) that are provided by the OCIP. The final adjustment will take into account all insurance charges associated with any approved change orders. The Sponsor reserves the right to adjust the initial insurance deductive change order for any significant change orders.

5.0 INSURANCE COVERAGE

5.1 Covered Parties

Contractors of any tier must enroll in the OCIP before coverage is available to them for any loss. Therefore, no Contractor of any tier shall begin work on site until they have properly enrolled in the OCIP. All insurance, underwriting, payroll, rating or loss history information (including evidence of other insurance required under Section 5 requested by the Administrator) must be provided to the Administrator by Contractor of any tier within five (5) working days of the request. *A Contractor of any tier shall not be deemed to be a Participating Contractor and shall not be permitted to work on the project until a confirmation of enrollment has been provided to the Contractor by the Administrator. Evidence of enrollment will be established upon issuance by the Administrator of a OCIP Certificate of Insurance to the Participating Contractor.* Every Participating Contractor shall, at all times during and after the Project, cooperate with the Sponsor, the Administrator, and the OCIP insurers and adjusters concerning matters relating to the OCIP.

5.2 Parties Not Covered

Contractors of any tier who will not be included in participation in the OCIP (Nonparticipating Contractors) are haulers or truckers (or others merely making deliveries or pickups from the Project Site); vendors, suppliers (who do not perform 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; Contractors whose sole scope of work includes blasting or demolition (unless specifically enrolled); Nonparticipating Contractors shall not be permitted to work on the Project until they have provided to the Sponsor evidence of their compliance with the insurance requirements as outlined in the Contract document.

5.3 Exclusion of Contractors from the OCIP

The Sponsor has the exclusive right to exclude other Contractors of any tier from participating in the OCIP. Such Nonparticipating Contractors, who will not be covered under the OCIP, must comply with the insurance requirements as outlined in the Contract document.

OCIP INSURANCE COVERAGE

5.4 Evidence of OCIP Coverage

Each Participating Contractor will be issued an individual Workers' Compensation policy including Employer's Liability coverage. The OCIP Administrator will also provide a Certificate of Insurance evidencing General Liability, and Excess Liability insurance to each Participating Contractor, each of whom will be a named insured on the policy. Other documentation including forms, posting notices, if any, will be furnished to each Participating Contractor. A complete copy of the policy will be furnished to an authorized representative of each Participating Contractor upon written request.

5.5 Description of Insurance Coverages

The following coverage is provided by the OCIP:

- Commercial General/ Excess Liability
- Workers' Compensation and Employer's Liability

The following additional coverages are provided outside of the OCIP:

- Builders' Risk
- Pollution Liability Insurance

Non-Workers' Comp Insurance Policies: Master policies will be endorsed to include the Sponsor and any of their affiliates, or subsidiary companies or corporations, as well as the Contractors enrolled in the OCIP as a Named Insured.

The following coverage summaries are provided for informational purposes only. The actual terms and conditions of the coverage provided are contained in the insurance policies under the OCIP, and the Sponsor and others shall not rely upon this summary in lieu of the policies themselves. Copies of the policies will be made available to all potential Participating Contractors upon written request.

5.5.1 Workers' Compensation and Employer's Liability Insurance

Workers' Compensation and Employer's Liability

Part One:	Workers' Compensation	Statutory Limit
Part Two:	Employer's Liability	Annual Limits Per Insured
	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

Each Enrolled Contractor will be issued a separate workers' compensation policy

OCIP INSURANCE COVERAGE**5.5.2 Commercial General Liability Insurance**

Limits of Liability**Shared by All Insureds for All Projects**

General Aggregate (Reinstates Annually)	\$ 4,000,000
Products/ Completed Operations Aggregate	\$ 4,000,000
Personal/ Advertising Injury	\$ 2,000,000
Each Occurrence Limit	\$ 2,000,000
Fire Damage Legal Liability (any one fire)	\$ 100,000
Medical Payments (any one person)	\$ 10,000
Products/Completed Operations Tail	10 years/Statute of Limitation
Deductible	Paid for by Sponsor

The deductible will apply only to loss covered by insurance policies in the OCIP. The deductible does not impose upon the Sponsor any duties of an insurer toward Participating Contractor. A Single General Liability policy will be issued covering all insureds.

5.5.3 Excess Liability Insurance

Limits of Liability**Shared by All Insureds for All Projects**

Each Occurrence Limit	\$ 100,000,000
Annual General Aggregate Limit	\$ 100,000,000
Follow Form Excess Policy	

5.5.4 Builders' Risk Insurance

The Sponsor shall obtain and maintain in force during the term of this Agreement, a Builders' Risk Insurance policy or policies separate from the OCIP, which shall insure against all risks of physical loss and/ or damage but excluding flood and earthquake, subject to normal policy exclusions, to all buildings, structures, materials, and real property on site, which are intended to be, or have already been incorporated into and forming part of the Project, whether or not such buildings, structures, materials, or real property will have been supplied or made available to Contractors by Sponsor.

The Builders' Risk policy shall be endorsed to add Contractors of any tier as additional named insureds', as their interests may appear and to waive the carrier's right of recovery under subrogation against Sponsor and all other Contractors of any tier whose interests are insured under such policy.

OCIP INSURANCE COVERAGE

Unless required otherwise by Sponsor, claims under Builders' Risk insurance provided are subject to a Contractor Claims Obligation of up to fifty thousand dollars (\$50,000) per occurrence in the event of loss due to water damage and up to twenty-five thousand dollars (\$25,000) in the event of loss due to all other perils. If a claim results from any construction activity, the responsible Contractor, Subcontractor, or Sub-Subcontractor shall pay the Contractor Claims Obligation up to \$50,000 due to water damage and \$25,000 for all other perils. All Builders' Risk losses will be adjusted with and payable to the Sponsor or the Designee for the benefit of all parties as their interest may appear.

The Sponsor shall **not** be responsible for loss or damage to, or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tool or personal effects, owned or rented to or in the care, custody, and control of a Contractor of any tier.

5.5.5 Pollution Liability Insurance

- a. **Insurer:** Ironshore
- b. **Policy Limits:**
 - \$ 25,000,000 Per Occurrence
 - \$ 25,000,000 Aggregate
- c. **Policy Form:** Pollution Liability-Occurrence Form
- d. **Coverage Extension:**
 - Microbial Matter Coverage Endorsement
 - Wrap-Up Endorsement
 - Products Completed Operations Extension – 10 years
- e. **Premium Payments** By Sponsor
- f. **Deductibles/ SIR** By Sponsor

5.6 OCIP Termination or Modification

The Sponsor reserves the right to terminate or modify the OCIP or any portion thereof. If the Sponsor exercises this right, Contractors will be provided notice as required by the terms of their individual contracts. At its option, Sponsor may procure alternate coverage or may require the Contractors to procure and maintain alternate insurance coverage.

6.0 CONTRACTOR REQUIRED COVERAGE

Contractors of any tier are required to maintain insurance coverage that protects the Sponsor from liabilities arising from the Contractor of any tier's operations performed away from the project site, for types of coverage not provided by the OCIP, and for operations performed in connection with excluded parties operating under your control or direction.

Verification of insurance shall be submitted in the form of a Certificate of Insurance on a standard ACORD Form 25-S and the required and applicable endorsements to the listed policies. A sample of an acceptable Certificate of Insurance and other documentation is provided for your review in the Appendix.

Contractors are responsible for monitoring their lower tier subcontractors insurance documents, whether enrolled or excluded. The Sponsor reserves the right to disapprove the use of Contractors unable to meet the insurance requirements. Certificates evidencing compliance shall be submitted to Sponsor.

The limits of liability shown for the insurance required of the Contractor and minimum limits only and are not intended to restrict the liability imposed on the Contractors for Work performed under their Contract.

Contractors of any tier agree to obtain and maintain during the life of this contract the following minimum insurance requirements. Contractors of any tier shall pay the premiums required for such insurance.

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 Contractor assumes pursuant to its contract.

CONTRACTOR REQUIRED COVERAGE

6.1 Workers' Compensation

All Participating Contractors shall maintain at their own expense Workers' Compensation Insurance applicable to all employees and subcontractors hired by the insured, who are not covered under the OCIP workers' compensation policy. The insurance shall provide limits as follows:

Workers' Compensation and Employer's Liability

Part One:	Workers' Compensation	Statutory Limit
Part Two:	Employer's Liability	Annual Limits Per Insured
	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

Enrolled Contractors shall provide evidence of workers' compensation applicable to "off-site" activities. Excluded Contractors shall provide evidence of workers compensation applicable to "on-site" and "off-site" activities.

A certificate of insurance evidencing this coverage shall be provided to the Sponsor.

For Enrolled Contractors, the following provisions apply to off-site coverage only. **For Excluded Contractors**, the following provisions apply to both off-site and on-site operations:

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, 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.

6.2 General Liability

This insurance shall include coverage for bodily injury, property damage, and personal injury with no less than the following limits:

General Liability and/or Excess Liability

	Enrolled Parties	Excluded Parties
General Aggregate	\$ 2,000,000	\$ 4,000,000
Products/ Completed Operations Aggregate	\$ 2,000,000	\$ 4,000,000
Personal/ Advertising Injury	\$ 1,000,000	\$ 2,000,000

CONTRACTOR REQUIRED COVERAGE

Each Occurrence Limit \$ 1,000,000 \$ 2,000,000
***Enrolled Contractors** shall provide evidence of general liability insurance for “off-site” activities. **Excluded Contractors** shall provide evidence of general liability insurance applicable to “on-site” and “off-site” activities.*

A certificate of insurance evidencing this coverage shall be provided to the Sponsor. This insurance shall be endorsed to name Sponsor as additional insureds and evidenced of such status via additional insured endorsement(s).

For Enrolled Contractors, the following provisions apply to off-site coverage only. **For Excluded Contractors**, the following provisions apply to both off-site and on-site operations:

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

- the Construction Manager, the State of California, the Sponsor, 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 11/85, or its equivalent;
- a waiver of subrogation endorsement in favor of the Construction Manager, the Sponsor, and their respective elected and appointed officials, judges, officers, employees and agents, and other entities;
- 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;
- the policy shall be endorsed to be primary and non-contributory with any insurance or self-insurance maintained by the Construction Manager, 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;
- any deductibles or self-insured retentions shall be the sole responsibility of the Excluded Contractor with respect to all contracted operations.

6.3 Business Auto Liability

Contractors of every tier will maintain at their own expense Automobile Liability Insurance covering the operations, maintenance, use and loading and unloading of all owned, non-owned, and hired vehicles. As such, all Contractors of any tier shall furnish to the Sponsor a Certificate of Insurance showing such coverage with the following minimum limits of liability. This insurance shall be endorsed to name Sponsor as additional insureds and evidenced of such status via additional insured endorsement(s):

CONTRACTOR REQUIRED COVERAGE

Business Auto Liability

Combined Single Limit: Bodily Injury and/or Property Damage \$2,000,000

All Contractors shall provide evidence of automobile liability. The OCIP does not cover automobile liability.

- the Construction Manager, the State of California, Sponsor, 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;
- a waiver of subrogation endorsement in favor of the Construction Manager, the Sponsor, 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; and
- 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.

6.4 Construction Equipment Insurance

Any policies maintained by the Participating Contractors on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Sponsor and all other indemnities named in their contract documents. **The OCIP does not cover contractor's property.**

6.5 Professional Liability Insurance (Errors & Omissions)

In the event any contract specifications requires a Participating Contractor, including any professional service provider, to perform professional services, such as, but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided to the Sponsor prior to commencing work:

Professional Liability

Each Claim	\$ 1,000,000
Aggregate	\$ 1,000,000

CONTRACTOR REQUIRED COVERAGE

Change in limits, coverage, or loss of aggregate limit due to outstanding claims must be reported to the Sponsor within thirty (30) days of any such event. ***The OCIP does not provide Professional Liability insurance.***

6.6 Aviation Insurance

In the event any fixed or rotary aircraft are used in connection with this Agreement and/or execution of the work, aviation liability insurance must be maintained in form and with limits of liability from an insuring entity reasonably satisfactory to Sponsor. of with the following requirements:

The OCIP does not provide Aviation insurance.

6.7 Pollution Liability

If this Agreement involves the removal of asbestos, the removal/replacement of underground tanks, or use of toxic chemicals and substances, the Contractor will be required to provide coverage no less than the following limits, for such exposures subject requirements and approval of the Sponsor:

Pollution Liability

Each Claim/Per Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000

6.8 Conditions of Understanding

The amount and types of insurance coverage required herein shall not be construed to be a limitation of the liability on the part of the Sponsor, Participating Contractors, Nonparticipating Contractors, or any lower-tier Subcontractors. Any type of insurance, or any greater limits of liability than described above, which the Contractor requires for their own protection or on account of statute, shall be the Contractor's own responsibility and at its own expense. The carrying of the insurance described shall in no way be interpreted as relieving a Contractor of any tier, whether Participating or Non-Participating, of any responsibility of liability under this contract.

6.9 Other Insurance Required of All Contractors

Participating Contractor shall file certificates of such insurance with the Sponsor, which shall be subject to the Sponsor's approval for adequacy of protection, including the satisfactory character of any Insurer. If requested by the Sponsor, a certified copy of the

CONTRACTOR REQUIRED COVERAGE

actual policy(s) with the appropriate endorsement(s) and other documents shall be provided to the Sponsor.

Contractor shall immediately provide written notice to the Sponsor of any notice of cancellation, notice of non-renewal, or any other material modification of the insurance coverages required to be provided by the Contractor.

In the event of failure of any tier to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Sponsor shall have the right to take out and maintain same coverage for all parties on behalf of the Contractor of any tier who also agrees to furnish all necessary information thereof and to pay the cost thereof to the Sponsor immediately upon presentation of a premium invoice.

7.0 CLAIM PROCEDURES

This section describes the basic procedures for reporting various types of claims. A claim kit will be provided to all Participating Contractors. It will include details about claim reporting and is intended for use at the job site.

7.1 Workers' Compensation Claims

The main responsibility for any Contractor is first to see that the injured worker receives immediate medical care. Next, you should notify the on-site Contractor's Safety Supervisor immediately in the event of a serious injury or accident.

An Employers First Report of Injury (Form 5020) must be completed and submitted to the on-site safety representative, along with the DWC-1 (Employee's Claim) and the Supervisors Report of Injury Form. The employer of the injured employee is responsible for reporting the claim to the OCIP Carrier.

A claim kit will be made available to Participating Contractors of all tiers either by the OCIP Safety Manager or the General Contractor as needed in the event of a claim. The claim kit will include all the necessary claim forms and specific instructions for filing claims.

The Sponsor and their insurer will arrange with preferred medical providers for treatment of all minor or non-life threatening injuries. A list of the providers will be provided to all Participating Contractors.

Participating Contractors must designate a representative at the site to take injured employees to the medical center, and to report the claim. This individual should remain with the injured employee at the center while he/she is being treated. The treating physician should provide a written description of whether or not the injured worker can return to work, a list of restrictions, if any, and the estimated length of time he/she will stay on modified duty.

7.2 General Liability Claims

Accidents at or around the job site resulting in damage to property of others (other than the Work itself), or personal injury or death to a member of the public, must be reported immediately to the on-site Contractor's Safety Supervisor. A General Liability Loss Notice (Accord Form 3) shall be completed and delivered within 24 hours to the OCIP Administrator.

Contractors shall not voluntarily admit liability and shall cooperate with the Sponsor or insurer representatives in the accident investigation.

If your firm receives notice of a claim, or forthcoming lawsuit, or is served with a lawsuit arising out of your involvement with this project, please forward a copy of the documentation to the OCIP Administrator (*See Section 2.0: Project Directory for Contact Information*)

7.3 Property Claims

Immediately report any damages to your Work or the Work of any other Contractor to the on-site Contractor's Safety Supervisor. In addition, complete the Property Loss Notice (Accord Form 1) and submit it to the OCIP Administrator within five days of the occurrence.

7.4 Automobile Claims

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Contractor to report accidents involving their automobiles to their own insurers.

In addition to reporting the claim to its own insurer, each Contractor shall report all accidents occurring in or around the job site to the on-site Contractor's Safety Supervisor. These accidents will be investigated with regard to any liability arising out of the Project construction activities that could result in future claims. Each Contractor shall cooperate in the investigation of all automobile accidents.

APPENDIX

- **Enrollment:** Alliant WrapX Online Enrollment Instructions
- **OCIP Enrollment Form**
- **Insurance Cost Worksheet**
- **Monthly On-Site Payroll Report – ONLINE SUBMISSION REQUIRED**
- **Notice of Work Termination**
- **Notice of Contract Award**

Alliant WrapX Enrollment Process

- Enrollment into the project will be completed online.
- You will receive access to the online system: Alliant WrapX, within three days after Alliant has been notified of your awarded contract.
- Please contact the Wrap Administrator if you have not been given a login ID and Password
- Link to the Contractor Portal: <https://alliantwrapx.alliantinsurance.com/ContractorPortal>
- After logging into the system, find your newly awarded contract under the Awarded Contracts window.

Project	Contract#	Enrollment Status
VUE Project	Test-000	Complete Enrollment
BBQ-test	Test-Con2	Complete Enrollment
CSSI Test Project	TP1001-001-001	Complete Enrollment

- Click on **Complete Enrollment** to begin the process
- The enrollment wizard will start on the Review page. Any section that is not compliant will be listed in Red. Click Edit to begin updating that section, and continue through the enrollment wizard by clicking Next

Review

Contract Information [Edit](#)

- Contract description is required.

Project: CSSI Test Project
 Parent Contractor: New Alpha Contractor - Test
 Contract #: TP1001-001-001
 Contract Status: Incomplete
 Contract Start Date: 08/01/2011
 Contract End Date: 12/31/2012
 Contract Value: \$3,000,000.00
 Contract Description:

Address Information [Edit](#)

Address Type	Address Line 1	Address Line 2	City	State	ZipCode	Primary
Administrator	Office Address	A102	CA	CA	44100	<input checked="" type="checkbox"/>

- Please see the required information listed below so you can have all the information ready when you are attempting to enroll.

APPENDIX**Required Information for Online Enrollment**

	Required Information	Help
1	Contractor name	May include type of company: Corporation, LLC, etc...
2	Parent contractor name	Name of company you are contracted with
3	Contractor Federal ID Number	Check Alliant data and update
4	Start Date at project site	Day physical work starts at jobsite
5	Estimated completion date	Can be an estimate
6	Contract Value	
7	Contract Description	Scope of work
8	Contractor Address	Physical address of office. Any P.O. Box should be entered under Mailing address
9	Contractor Main Phone and Fax numbers	
10	Contractor Primary Contact Name	
11	Contact position	
12	Contact phone and fax numbers, and email address	Email is preferred method for communication
13	Contractor Payroll Contact Name	Can be the same as the Primary Contact
14	Payroll Contact phone and fax numbers, and email address	Email is preferred method for communication
15	Workers' Compensation Class Codes to be used on job	Can be found in your company WC rate pages
16	Estimated Man hours and Payroll	Required for enrollment
17	Risk ID #	Also called Rating Board file #
18	Rating Bureau	NCCI or WCRIB or similar name
19	Experience Modifier (EMR)	Can be found in your company WC rate pages
20	WC Offsite Carrier	Corporate WC carrier name
21	WC Offsite Policy #	Corporate WC policy number
22	WC effective date	Corporate WC effective date
23	Policy Expiration Date	Corporate WC expiration date
24	If any work is being subcontracted out, please include information about subcontractors so enrollment can be started for each contractor	At a minimum: Contractor name; estimated start date; contact name, email and phone number; and contract value for subcontracted work.

APPENDIX

**FORM - A
CONTRACTOR ENROLLMENT FORM -
COURTHOUSE**

Section I

Company Name:		Address:	
Main Phone#:		Main Fax#:	
Federal ID#:		Company Entity Type (Circle): Corporation Partnership Sole Proprietor Limited Partnership JV LLC LLP other _____	
Primary Contact Name:	Primary Contact Phone#:	Primary Contact Email:	
Payroll Contact Name:	Payroll Contact Phone#:	Payroll Contact Email:	
Work Description:		Project Name:	
Estimated Start Date:		Estimated Completion Date:	
Who are you contracted with?		Contract Value	
Are you subcontracting out any work? <input type="checkbox"/> Yes* <input type="checkbox"/> No			

Section II

Your Workers' Comp Carrier:				
WC Policy #:		Eff Date:		Exp Date:
Rating Board File#:				
Rating Date:			Experience Modifier:	
State	WC Class Code	Description	Est. Manhours	Est. Payroll
Totals				

Insurance Agent/Broker Information:

Agency Name:	Phone:
Contact:	Fax:
Email:	

Note: Sponsor reserves the right to determine who participates in the Wrap-Up Insurance Program. I agree that the following insurance charges will be added to my base bid if I am excluded from the Wrap-Up.

***Note:** Please complete a Notice of Subcontractor Award, for each of your subcontractors. All contractors MUST complete forms A and B in order for them to commence work on site. ENROLLMENT IS NOT AUTOMATIC.

Signature: _____ Date: _____
Name: _____ Title: _____

**APPENDIX
FORM - B
INSURANCE COST WORKSHEET -
_____ COURTHOUSE**

Section I

Contract/Bid Information

Contractor Name:	Alliant Assigned Contract #
Gross Contract Value(including insurance cost): \$	Net Contract Value(excluding insurance Cost): \$
Estimated On Site Payroll: (Auto-fill from Section II) \$	Estimated Work Hours: (Auto-fill from Section II)

Section II

Calculate your insurance premium.

WC Trade Classification	WC Class Code	Work Hours	Estimated Payrolls	Current WC Rate	Premium = Est. Payrolls x WC Rate
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$

Attach separate worksheet if more codes apply.

* Use Project Site Payroll only to calculate Total Insurance cost.

Total Manual Premium	\$
x Experience Mod	
= Modified Premium	\$

Description		Rate	Modified \$	Running Total
	+ or -		\$	\$
	+ or -		\$	\$
	+ or -		\$	\$
	+ or -		\$	\$
= Total WC Premium				\$
WC Premium Rate (Cost/Payroll)				\$

General Liability Do you have a Large Deductible Program? Yes

Current Rate	Factor 100/1000	Payroll OR Receipts	Premium
		\$	\$
Deductible Amount:	\$		

Excess Liability Is your Excess coverage Non-auditable (Flat)? Yes

Current Rate	Factor 100/1000	Payroll OR Receipts	Premium
		\$	\$

Your O & P % (Overhead and Profit Percentage)	%	\$
TOTAL INSURANCE COST		\$
Insurance Rate (Cost/Payroll)		\$

I hereby warrant that this worksheet reflects the projected insurance cost that would apply in the event that my regular insurance program was in force at this location. I also recognize that the District/Construction Manager or their Representative - Wrap-Up Administrator, Alliant may request copies of my actual policies to confirm these costs. *Attach your applicable WC, GL and XS rate pages for rate verification.

Signature: _____ Date: _____
Name: _____ Title: _____

APPENDIX

**FORM - E
NOTICE OF WORK TERMINATION FORM -
_____ COURTHOUSE**

Company Name:	Address:
Contact for Audit:	Alliant Assigned Contract #:
Name of Project:	
First Day on Site:	Last Day on Site:
Original Contract Value:	Final Contract Value (including change orders):

Complete for all subcontractors

Subcontractor Name	Completion Date	Final Contracting Value (including change orders)
		\$
		\$
		\$
		\$
		\$
		\$

*Please attach separate form if you have additional subcontractors.

We hereby verify that all contract work, including the work of subcontractors, has been completed and all on-site payrolls have been submitted.

Signature: _____
Print Name: _____ Date: _____

[TO BE SUBMITTED TO HIRING CONTRACTOR FOR APPROVAL:]

The above referenced contractor has completed their work at the project site under their contract without firm on the above date.

Hiring Company Name: _____ Contact Name: _____
Signature: _____ Date: _____

As per your contract, your final payment may not be released until all payroll has been submitted and payroll audits are performed, including your subcontractor's work of every tier.

APPENDIX

**FORM - F
NOTICE OF SUBCONTRACT AWARD FORM -
_____ COURTHOUSE**

CONTRACTOR MAKING AWARD:		Alliant Assigned Contract #
{Your Company Name}		{Your Contract #}
BY:	TITLE:	
PHONE:	FAX:	
EMAIL ADDRESS:	DATE:	
Name of Project:		

WE HAVE AWARDED A SUBCONTRACT AS FOLLOWS:	
SUBCONTRACTOR NAME:	
ESTIMATED PROJECT START DATE:	CONTRACT VALUE:
SCOPE OF WORK	
SUBCONTRACTOR ADDRESS:	
CONTACT NAME:	EMAIL ADDRESS:
PHONE:	FAX:

Please Note: It is the responsibility of the Contractor awarding Subcontract to ensure that their tier sub(s) fill out, maintain, and file all necessary Wrap-up Enrollment forms and Insurance documentation with the Wrap-up Administrator. No hired tier sub may commence work until they are properly enrolled into the Wrap-up program, as evidenced by a Certificate of Insurance provided by the Wrap-up Administrator