Owner Controlled Insurance Program (II)

Contractors Insurance Procedures Manual
for
<Project Name>
at
<Campus Name>

Edition: July 15, 2019
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INTRODUCTION

1.0 INTRODUCTION

1.1 Overview

The California State University (Owner) has elected to use an Owner Controlled Insurance Program (OCIP) for the Project identified on the cover of this Manual and in Section 2. Under such a program, the Owner 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 Owner will be endorsed to extend coverage of the policy to any enrolled Prime Contractors, Subcontractors, or Sub-Subcontractors. All Contractors, Subcontractors, and Sub-Subcontractors 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 coverage(s) are provided outside of the OCIP:

- Builders’ Risk (Campus must enroll the project to obtain coverage)
- Contractors Pollution Liability (CPL)

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

The Owner 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.

The Sponsor has elected to implement a Bid Net Program. Each bidder is required to exclude from its bid price its normal cost for insurance coverage. The credit for OCIP provided insurance to be deducted from the bid price should be based on the process described in Section 5.3, Subcontractor Insurance Credit Calculation.

Alliant, the OCIP Program Manager, will be administering the program on the behalf of the Owner. It will be primary insurance for the benefit of insured parties of this Project.

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.
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.

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
• Provides a basic description of the OCIP operation
• Describes audit and administration procedures
• Provides answers to basic questions about the OCIP
• 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
• Supersede any language set forth within the contract

Specific questions about the OCIP, its administration, or the coverage provided should be referred to the OCIP Program Manager 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 Program Manager.
2.0 PROJECT DIRECTORY

General Contractor:  <Contractor>
Project Name:   <Project Name>

OCIP PROGRAM MANAGER

Alliant Insurance Services
Construction Services Group
333 South Hope Street, Suite 3750
Los Angeles CA 90071

Pamela Quiroz
Office: 213-443-2469
pquiroz@alliant.com

PLEASE DIRECT ALL OCIP COVERAGE QUESTIONS TO THE
OCIP PROGRAM MANAGER

OCIP PROGRAM ADMINISTRATOR

Alliant Insurance Services
Construction Services Group
333 South Hope Street, Suite 3750
Los Angeles CA 90071

Sierra Zwarg
Office: (213) 270-0158
szwarg@alliant.com

PLEASE DIRECT ALL ENROLLMENT, INSURANCE DEDUCT, PAYROLL REPORTING,
AND CLAIMS REPORTING QUESTIONS TO THE
OCIP PROGRAM ADMINISTRATOR

OCIP CORPORATE SAFETY DIRECTOR

Alliant Insurance Services
Construction Services Group
333 South Hope Street, Suite 3750
Los Angeles CA 90071

Maurice Davis
Cell: (213) 443-2442
mdavis@alliant.com
OCIP CLAIMS
*Refer to Project Specific ORCIG Claims Kit for Claim Reporting Instructions

Workers Compensation
Dedicated Toll-Free #: 855-276-2466
ORCIG Client Code: 006138
Client VDN: 2208692

<table>
<thead>
<tr>
<th>OCIP Workers Compensation CLAIMS SPECIALIST</th>
<th>OCIP GL/CPL/Builders Risk CLAIMS SPECIALIST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Quinn</td>
<td>Ty Von Hoetzendorff</td>
</tr>
<tr>
<td>Office: 559-374-3602</td>
<td>Office: 213-443-2448</td>
</tr>
<tr>
<td><a href="mailto:mquinn@alliant.com">mquinn@alliant.com</a></td>
<td><a href="mailto:tvon@alliant.com">tvon@alliant.com</a></td>
</tr>
</tbody>
</table>

EMERGENCY NUMBERS - CLAIMS & ACCIDENTS

<table>
<thead>
<tr>
<th>Serious Accident</th>
<th>911</th>
<th>Re: &lt;Project Name&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Injury-First Report</td>
<td>Site Safety</td>
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</tr>
<tr>
<td></td>
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<td>TBD</td>
</tr>
<tr>
<td></td>
<td>Re:</td>
<td>&lt;Project Name&gt;</td>
</tr>
<tr>
<td>Property Damage- 3rd Parties</td>
<td>Site Safety</td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td>Phone:</td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td>Re:</td>
<td>&lt;Project Name&gt;</td>
</tr>
<tr>
<td>Property Damage-Work</td>
<td>Site Safety</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>Re:</td>
<td>&lt;Project Name&gt;</td>
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General Contractor Contacts:

<table>
<thead>
<tr>
<th>SITE SUPERINTENDENT</th>
<th>SITE SAFETY COORDINATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
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<tr>
<td>Email: <a href="mailto:TBD@TBD.com">TBD@TBD.com</a></td>
<td>Email: <a href="mailto:TBD@TBD.com">TBD@TBD.com</a></td>
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<td>Phone: TBD-TBD-TBD</td>
<td>Phone: TBD-TBD-TBD</td>
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<thead>
<tr>
<th>PROJECT MANAGER</th>
<th>CONTRACT ADMINISTRATOR</th>
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<td>TBD</td>
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<tr>
<td>Email: <a href="mailto:TBD@TBD.com">TBD@TBD.com</a></td>
<td>Email: <a href="mailto:TBD@TBD.com">TBD@TBD.com</a></td>
</tr>
<tr>
<td>Phone: TBD-TBD-TBD</td>
<td>Phone: TBD-TBD-TBD</td>
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</table>
3.0 PROJECT DEFINITIONS

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

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

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 Owner and the Contractor for specific work. Also an agreement between a Contractor and any tier Subcontractor.

Contract Document:
Project Insurance Requirements, Exhibit ‘R’ to the Project Contract.

Contractor:
The Contractor as identified in Section 2 of this Manual.

Deductible:
The amount that 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.

Excluded:
Applies to those ineligible Contractors, Subcontractors, and Sub-Subcontractors that do not qualify to participate in the OCIP Program. Scope of work may include, but is not limited to:

- Structural/Heavy Demolition
- Hazardous Material Contractors and Transporters
- Architects, Surveyors, Engineers
- Vendors, Suppliers, Off-Site Fabricators, Material Haulers, Truckers
- Those involved in loading, transporting, and unloading materials, personnel, parts, or equipment, or any other items to, from or within the Site.
- Cranes (without a provided operator)
- (*continued immediately on next page)
PROJECT DEFINITIONS (CONT.)

- Subcontractors not performing actual construction labor at the jobsite
- Any other trade at Owner discretion

**Note:** Policy has max EMR stipulation of 1.25%. Any EMR in excess of 1.25% will need to be approved by OCIP WC Insurer.

**Insured:**
The Owner, 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.

**Net Bid Program**
Subcontractors who ultimately will be enrolled in the OCIP are required to exclude the required insurance cost from their bid price, contract value and change orders.

**Owner:**
The California State University, specifically the campus named herein that holds the contracts for the Project.

**OCIP Administrator:**
Alliant Insurance Services, Inc. Also referred to in this manual as Program Manager.

**Participating Contractor:**
See Enrolled.

**Project Site:**
Project Site shall mean those areas designated in writing by Owner for performance of the Work and such additional areas as may be designated in writing by Owner 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 Owner, (c) staging areas dedicated to the Project, and (d) areas where activities incidental to the Project are being performed by Contractor or Subcontractors covered by the workers’ compensation policy included in the OCIP, but excluding any permanent locations of Contractor or such covered Subcontractors.

**Subcontractor:**
Those persons, firms, joint ventures, corporations, or other parties that enter into a Contract with the Contractor to perform Work relating to the Project. For purposes of this Manual, Sub-Subcontractors are included in this definition.

**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 INSURANCE COVERAGE & SUMMARY

4.1 Covered Parties
All Participating Contractors must be enrolled in the OCIP by the Broker appointed by the Owner upon completion and acceptance of enrollment forms regarding insurance furnished by the Program Manager. 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 6 requested by the Program Manager) must be provided to the Program Manager by Contractor of any tier within five (5) working days of the request. A Contractor, Subcontractor, or Sub-Subcontractor shall not be deemed to be a Participating Contractor and shall not be permitted to work on the project until enrolled in the OCIP by the Program Manager. Enrollment will be established only upon issuance by the Program Manager of an OCIP Certificate of Insurance to the Participating Contractor. Every Participating Contractor shall, at all times during and after the Project, cooperate with the Owner, the Program Manager, and the OCIP insurers and adjusters concerning matters relating to the OCIP.

4.2 Parties Not Covered
Contractors of any tier who will not be included in participation in the OCIP (Nonparticipating Contractors) shall include all vendors, suppliers, tower crane erectors, truckers, material dealers, and delivery services companies- regardless of contract size. Nonparticipating Contractors shall not be permitted to work on the Project until they have provided to TBD evidence of their compliance with the insurance requirements as outlined in the Contract document.

4.3 Exclusion of Contractors from the OCIP
The Owner 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.

4.4 Evidence of OCIP Coverage
Each Participating Contractor will be issued an individual Workers’ Compensation policy including Employer’s Liability coverage. The OCIP Program Manager 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.

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

The following coverage is provided by the OCIP:
- Workers’ Compensation and Employer’s Liability
- Commercial General/ Excess Liability

The following additional coverage is provided outside of the OCIP:
- Builders’ Risk (Campus must enroll the Project in order to obtain coverage)
- Contractors Pollution Liability (CPL)

**Non-Workers’ Comp Insurance Policies:** Master policies will be endorsed to include the Owner and any of their affiliates, or subsidiary companies or corporations, as well as the project’s General Contractor and Subcontractors enrolled in the OCIP as a Named Insured.

**Workers’ Compensation:** Each Participating Contractor will be issued a separate Workers’ Compensation policy for their employees.

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 General Contractor 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.

<table>
<thead>
<tr>
<th>INSURANCE COMPANIES</th>
<th>POLICIES</th>
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</thead>
<tbody>
<tr>
<td>Old Republic Insurance Group</td>
<td>Workers’ Compensation</td>
</tr>
<tr>
<td>Old Republic Insurance Group</td>
<td>General Liability</td>
</tr>
<tr>
<td>Allied World Assurance Company</td>
<td>Excess Liability</td>
</tr>
</tbody>
</table>

**A. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY**

**Policy A1LW W000 1700**
Old Republic Contractors Insurance Group
December 31, 2017 – December 31, 2022 (Program Period)

**Workers’ Compensation:** Statutory Benefits Limits imposed by the Workers’ Compensation and/or Occupational Disease statute of the State in which the work is performed and any other state or governmental authority having jurisdiction or if related to the work performed on the project

**Employer’s Liability Limits**
- Bodily Injury (Each Accident): $1,000,000
- Bodily Injury by Disease (Each Employee): $1,000,000
- Bodily Injury by Disease (Policy Limit): $1,000,000
B. COMMERCIAL GENERAL LIABILITY

Policy A1LG W000 1700
Old Republic Contractors Insurance Group
December 31, 2017 – December 31, 2022 (Program Period)

General Liability:
Limits for Bodily Injury, including death resulting there from Property Damage on a per Project basis

Limits
Products & Completed Operations Aggregate: $4,000,000
General Aggregate: $4,000,000
Each Occurrence: $2,000,000
Personal Injury and Advertising Liability: $2,000,000
Fire Damage Legal: $300,000
Medical Expense (Any One Person): $10,000
Premium Payments
Deductible

Any deductible will be paid by Owner

If a general liability claim results from any construction activity, the responsible Contractor, Subcontractor, or Sub-Subcontractor shall pay a penalty to the Owner based on initial contract value. A change order will be written to recover this penalty.

<table>
<thead>
<tr>
<th>Contract Value</th>
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<tr>
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<td>Greater than $10,000,000.00</td>
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</table>

C. EXCESS LIABILITY – $25M x Primary

Policy 0311-1327
Allied World Assurance Company
December 31, 2017 – December 31, 2022

Limits
Each Occurrence: $25,000,000
Products/Completed Operations Aggregate: $25,000,000
Aggregate: $25,000,000

D. EXCESS LIABILITY – $25M x $25M

Policy XCQ G46855942 001
ACE Property & Casualty Insurance Company
December 31, 2017 – December 31, 2022

Limits
Each Occurrence: $25,000,000
Aggregate: $25,000,000
E. EXCESS LIABILITY – $50M XS $50M

$25M PART OF $50M
Policy EXC2068854
Great American Assurance Company
December 31, 2017 – December 31, 2022

Limits
Each Occurrence: $25,000,000
Products/Completed Operations Aggregate: $25,000,000
Other Aggregate Limit (where applicable): $25,000,000

$25M PART OF $50M
Policy ELU627809/01/2017
AXIS Surplus Insurance Company
December 31, 2017 – December 31, 2022

Limits
Each Occurrence: $25,000,000
Products/Completed Operations Aggregate: $25,000,000
Other Aggregate Limit (where applicable): $25,000,000

F. BUILDERS’ RISK INSURANCE

The Owner shall obtain and maintain in force during the term of this Agreement, a Builders’ Risk Insurance policy separate from the OCIP, which shall insure against all risks of physical loss and/or damage including flood, subject to all policy terms, conditions and exclusions, covering buildings and materials in the course of construction, reconstruction or renovation. The Builders’ Risk policy shall be endorsed to add Contractors of any tier as additional insureds, as their interests may appear. The contractor’s responsibility for damages resulting from earthquakes as defined in Public Contracts Code section 7105 are covered by an internal self-fund (Seismic Fund) managed by the Owner. Unless required otherwise by Owner, claims under Builders’ Risk insurance and/or Seismic Fund are subject to a deductible amount. The responsible Contractor, Subcontractor, or Sub-Subcontractor shall pay the deductible amount. All Builders’ Risk losses will be adjusted with and payable to the Owner or the Designee for the benefit of all parties as their interest may appear.

The Owner 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 any Contractor, Subcontractor or Sub-Subcontractor.
5.0 CONTRACTOR OCIP RESPONSIBILITIES

Contractors of any tier are required to cooperate fully with the Owner 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 and Subcontractor include:

- Handle insurance costs in your bid as outlined in the General Conditions and Supplementary General Conditions of the Contract and/or Subcontract as appropriate
- Submission of all OCIP enrollment information
- Submission of OCIP Insurance Cost Worksheet and policy rate pages
- Including the OCIP provisions in all subcontracts as appropriate
- Notifying the OCIP Administrator of all subcontracts awarded through Contractors Notice of Award Form (submitted in WrapX Portal)
- Assisting with enrollment of all subcontractors in OCIP, as required
- Maintaining and reporting monthly payroll records
- Cooperating with the OCIP Administrator’s requests for information
- Complying with insurance, claim, and safety procedures
- Paying deductibles promptly as required
- Notifying the OCIP Administrator immediately of any insurance cancellation or non-renewal (contractor-required insurance)

5.1 Alliant WrapX Overview

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 project 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.

Submission of all OCIP related documents should be sent by e-mail to: alliantwrapx@alliantinsurance.com or to OCIP Program Manager.

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

5.2 Contractor Bids – Net of Insurance Costs

Subcontractor’s bids shall exclude costs for insurance that Sponsor will provide to all Enrolled Parties under the OCIP for work performed at the Project Site. The OCIP Program Administrator can help with your estimate, as well as provide assistance to your own insurance representative to ensure your insurance carriers do not charge for coverage provided under the Sponsor OCIP.
5.3 Subcontractor Insurance Credit Calculation

At the time the Subcontract Bid is submitted for work at the Project Site, Subcontractor shall exclude the estimate of the Subcontractor’s Costs of Insurance for like kinds of coverages to be provided by the OCIP.

The Insurance Cost (“Insurance Credits”), should be calculated for all bid packages and subsequent change orders based on the process described herein. The Insurance Credit shall reflect the Subcontractor’s and its lower-tiered Subcontractors’ total Cost of Risk for insurance of the types provided by the OCIP. The Insurance Credit will be based on the Subcontractor’s and lower-tiered Subcontractor’s actual insurance company Premium Rates in force at time of Enrollment and Claim Costs Rates (in the event of a high deductible or self-insured retention program). Sponsor has the right to verify the Insurance Credit excluded from the bid packages. At Sponsor’s and/or OCIP Administrator’s request Subcontractor and each of its lower-tiered Subcontractors shall submit all documentation in connection therewith, including, without limitation:

1. Copies of insurance policies and rate schedule pages,
2. Deductible or retention pages,
3. If applicable, information on self-insured retention programs and documentation of the Total Cost of Risk in any self-insured program, including five (5) year actuarial studies and prior loss histories

The OCIP Administrator will review the Insurance Credit information and other data submitted by Subcontractor for accuracy and make corrections if necessary. In the event of any discrepancy, the OCIP Administrator will inform Sponsor and Subcontractor.

The Subcontractor hereby represents and covenants that all Insurance Credit information submitted to Sponsor or to the OCIP Administrator to calculate any Insurance Credit is or shall be accurate and complete. The Subcontractor further agrees that Sponsor is entitled to and may identify, from time to time, additional Insurance Credits resulting from any Scope changes, additional work, and inaccurate assumptions in the initial credit, or from information discovered during any audits which justify the identification of additional Insurance Credits.

5.3 Enrollment

Enrollment into the OCIP is required but not automatic. Eligible Contractors must complete the online enrollment 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. Contractors must be enrolled prior to start of work.

Each Contractor of any tier shall provide details about its subcontractors as necessary to enroll them in the OCIP. The Program Manager will need all of the information requested on the Contractor Insurance Online Enrollment Form. This information must be completed and submitted to the OCIP Program Manager prior to mobilization to obtain coverage under the OCIP. Separate Contractor Enrollment is required for each Contract which you are performing Work; however, only one Workers’ Compensation policy will be issued for your firm.
When a Contractor of any tier is accepted into the OCIP, they will receive a Certificate of Insurance from Alliant acknowledging that they have been enrolled in the OCIP.

**Policy has max EMR stipulation of 1.25%**

*Any EMR in excess of 1.25% will need to be specifically approved by OCIP Workers’ Compensation Insurer*

### 5.4 Assignment of Return Premiums

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

### 5.5 Payroll Reports

Each Participating Contractor must submit Monthly OCIP Payroll Reports online identifying man-hours and payroll for all work performed at the Project Site on a “per contract” basis. This information is separate from any Certified Payroll Reporting Requirements and will be used to provide the insurance company or Owner with the information required to determine the premium for the OCIP.

The monthly man-hour reports should include supervisory and clerical personnel on site and shall certify all Work performed at or emanating directly from the Project Site. A Separate Monthly Payroll Report is required for each Contract for Work you are performing.

### 5.6 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. Such records shall allocate the payroll by Workers’ Compensation Classification(s), including any cost pertaining to the value of work in place, 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.

### 5.7 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 Program Administrator. The Owner will not release final payment until all necessary information has been submitted. It is the upper-tier Contractor’s responsibility to assure that the lower-tier subcontractors complete the Notice of Completion online. A separate form must be completed for each contract.

### 5.8 Off-Site Locations

The Contractor is responsible, on behalf of itself or its Subcontractors, 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
CONTRACTOR OCIP RESPONSIBILITIES (CONT.)

Program Manager 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.

5.9 Safety Procedures
Contractors of any tier are required to establish a written safety program and to provide a full-time dedicated Safety Manager where applicable 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 California State University OCIP Project Safety Manual.

The Owner 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 Owner may remove any subcontractor and/or subcontractor employees that blatantly violate these requirements. The Owner, at its discretion, will designate an individual to act on its behalf, in all matters relating to work site safety and health.

5.10 Claims Reporting
Contractors of any tier shall follow the claims procedures outlined in section 7.0 of this manual, and as established by the Contractor. Contractors of any tier agree to assist and cooperate in every manner possible in connection with the adjustment of all claims and demands in which the OCIP Insurer is called upon to adjust or defend.

5.11 Change Order Procedures
All change orders submitted by Contractor of any tier will be priced as outlined in the General Conditions and Supplementary General Conditions of the Contract and/or Subcontract as appropriate with regard to the handling of your normal cost of insurance for the coverage(s) that are provided by the OCIP.

5.12 Close Out and Audit Procedures
When a Contractor and/or an associated Subcontractor has completed its Work at the Project and will no longer have on-site workers, the Contractor shall notify the OCIP Administrator by submitting the Notice of Work Completion online for the final reporting and audit of payroll and man-hours.

Any deductibles that the Contractor or its Subcontractors 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.
6.0 CONTRACTOR REQUIRED COVERAGE

Contractors of any tier are required to maintain insurance coverage that protects the Owner 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. A sample of an acceptable Certificate of Insurance and other documentation is provided for your review in Section 8: Project Forms.

Contractors are responsible for monitoring their Subcontractors and Excluded Parties Certificates. The Owner reserves the right to disapprove the use of Subcontractors unable to meet the insurance requirements. Certificates evidencing compliance shall be submitted to Owner.

The limits of liability shown for the insurance required of the Contractor and Subcontractors are minimum limits only and are not intended to restrict the liability imposed on the Contractor and Subcontractors 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 for such insurance.

6.1 Business Auto Liability

All Participating Contractors 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 TBD a Certificate of Insurance showing such coverage with the following minimum limits of liability:

Bodily Injury: $1,000,000 Combined Single Limit for Bodily Injury and/or Property Damage
The policy or policies will be endorsed to:
   a. Name the General Contractor and Owner as “additional insured”.

6.2 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 Owner and all other indemnities named in their contract documents

6.3 General Liability (Off-Site)

All Participating Contractors shall maintain at their own expense Commercial General Liability (CGL) Insurance applicable to all off-site operations. This insurance shall include coverage for bodily injury, property damage, and personal injury with limits of no less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate annually. A certificate of insurance evidencing this coverage shall be provided to the Owner. This insurance shall be endorsed to name: the State of California, the Trustees of the California State University, the University, their officers,
employees, representatives, volunteers and agents, the Owner and Alliant Insurance Services, are to be covered as additional insureds.

6.4 **Workers’ Compensation (Off-Site)**

All Participating Contractors shall maintain at their own expense Workers’ Compensation Insurance applicable to all employees and contractors hired by the insured, who are not covered under the OCIP workers’ compensation policy. The insurance shall include statutory workers’ compensation coverage and no less than one million dollars ($1,000,000) employers’ liability. A certificate of insurance evidencing this coverage shall be provided to the Owner.

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 Owner prior to commencing work. Change in limits, coverage, or loss of aggregate limit due to outstanding claims must be reported to the Owner within thirty (30) days of any such event.

6.6 **Watercraft and Aviation Insurance**

In the event watercraft, or fixed or rotary aircraft are used in connection with this Agreement and/or execution of the work, a minimum of five million ($5,000,000) of liability insurance must be maintained with the following requirements:

a) Name the Owner as an “additional insured” and provide a waiver of hull damage in favor of the Owner.

b) Also, if any aircraft is to be used to perform lifts at the project site, a “slung cargo” endorsement to cover the full replacement value of any equipment or material that is to be lifted. Coordinate all such lifts with the Owner for approval prior to lift execution.

6.7 **Environmental and Asbestos Abatement Coverage**

If this Agreement involves the removal of asbestos, the removal/replacement of underground tanks, or use of toxic chemicals and substances, the Subcontractor will be required to provide adequate coverage, not less than five million ($5,000,000) per claim basis, for such exposures subject requirements and approval of TBD. These requirements are identified in the General Conditions and Supplementary General Conditions.

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 General Contractor, 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 or Subcontractor requires for their own protection or on account of statute, shall be the Contractor’s or Subcontractor’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 Subcontractors

Participating Contractor shall file certificates of such insurance with the Owner which shall be subject to the Owner’s approval for adequacy of protection, including the satisfactory character of any Insurer. If requested by the Owner, a certified copy of the actual policy(s) with the appropriate endorsement(s) and other documents shall be provided to the Owner and Contractor.

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

In the event of failure of any tier to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner 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 Owner immediately upon presentation of a premium invoice.
SECTION 7

CLAIMS PROCEDURES

7.0 CLAIM PROCEDURES
This section describes the basic procedures for reporting various types of claims: workers’ compensation, general liability, and damage to the project. 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 and Subcontractor 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 OCIP Program Manager will provide claims kits to all Participating Contractors. These kits will include all the necessary claim forms and specific instructions for filing claims. Additional kits or claim forms may be obtained from the OCIP Program Manager.

The Owner 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.

The Owner and their insurer will arrange with the local 911 emergency ambulance services for response to any serious traumatic life threatening injuries.

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 Program Manager (See Section 2.0: Project Directory for Contact Information).

Contractors and Subcontractors shall not voluntarily admit liability and shall cooperate with the Owner 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 Program Manager (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/Subcontractor to the on-site Contractor’s Safety Supervisor. In addition, complete the Property Loss Notice (Accord Form 1) and submit it to the OCIP Program Manager within five days of the occurrence.

Contractor and/or Subcontractor shall be held responsible for any applicable deductible.

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

In addition to reporting the claim to own insurer, each Contractor and Subcontractor 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 and Subcontractor shall cooperate in the investigation of all automobile accidents.
8.0 APPENDIX

This section contains instructions for the Alliant WrapX Contractor Portal that allows your company to enroll in the OCIP, notify Alliant of subcontract awards, report monthly OCIP payroll, and run various reports.

- **WrapX Portal**
  - Access contractor portal
  - Complete enrollment online
  - Add lower tier subcontractors
  - Enter payroll reports

- **Sample COI**

- **Insurance Cost Worksheet (ICW) Form**

- **Enrollment Form**

For assistance in getting access to the online system or with completing these forms, please contact:

Sierra Zwarg  
Alliant Insurance Services  
Office: (213) 270-0158  
szwarg@alliant.com
8.1 Access Contractor Portal
An account will be created for all users upon submittal of Notice of Award (NOA). If you are already registered, log in and proceed to Completing Enrollments below. Open the Alliant WrapX Contractor Portal URL in a web browser: [https://alliantwrapx.alliantinsurance.com/ContractorPortal/](https://alliantwrapx.alliantinsurance.com/ContractorPortal/)

8.2 How to Log In
Once at the WrapX home page:
- Contact the OCIP Administrator to obtain a **User Name**.
- Enter your unique **User Name** and enter your **Password**.
- Click on the LOGIN button to gain access to the secure WrapX Contractor Portal.
- Please note that the first time you log on you will be requested to change your password.
- If you forgot your password, click on “Forgot Password” and a temporary password will be emailed to you.

8.3 Forgot User Name or Reset Password Screen:
If you have forgotten your user name or you need to change your password because you have been sent a temporary password, because you have forgotten your password, or your password has expired, you can change your password by using the following instructions. After signing in to the Contractor Portal, click Password in the upper right of the screen and complete the required fields: Previous or Old password, new password, confirmation of new password.

Once all required information has been submitted (ex: email address and/or user name), temporary credentials will be directly sent to contractor. If a temporary password is not received within a few minutes, please check your spam folder or reach out to OCIP Administrator.
8.4 Completing Enrollments

- To review your newly tracked contracts and enroll, from the Welcome Page use the **Awarded Contracts** section.
- To review your previously enrolled contracts, from the Welcome Page use the **Enrolled Contracts** section.

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”.

<table>
<thead>
<tr>
<th>Item</th>
<th>Help</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Contractor name</td>
<td>May include type of company: Corporation, LLC, etc….</td>
</tr>
<tr>
<td>2  Parent contractor name</td>
<td>Name of company you are contracted with</td>
</tr>
<tr>
<td>3  Contractor Federal ID Number</td>
<td>Check Alliant data and update</td>
</tr>
<tr>
<td>4  Start Date at project site</td>
<td>Day physical work starts at jobsite</td>
</tr>
<tr>
<td>5  Contract Value</td>
<td></td>
</tr>
<tr>
<td>6  Contract Description</td>
<td>Scope of work</td>
</tr>
<tr>
<td>7  Contractor Address</td>
<td>Physical address of office. Any P.O. Box should be entered under Mailing address</td>
</tr>
<tr>
<td>8  Contractor Main Phone and Fax numbers</td>
<td></td>
</tr>
<tr>
<td>9  Contractor Primary Contact Name</td>
<td></td>
</tr>
<tr>
<td>10 Contact position</td>
<td></td>
</tr>
<tr>
<td>11 Contact phone and fax numbers, and email address</td>
<td>Email is preferred method for communication</td>
</tr>
<tr>
<td>12 Contractor Payroll Contact Name</td>
<td>Can be the same as the Primary Contact</td>
</tr>
<tr>
<td>13 Payroll Contact phone and fax numbers, and email address</td>
<td>Email is preferred method for communication</td>
</tr>
<tr>
<td>14 Workers’ Compensation Class Codes to be used on job</td>
<td>Can be found in your company WC rate pages</td>
</tr>
<tr>
<td>15 Estimated Man hours and Payroll</td>
<td>Required for enrollment</td>
</tr>
<tr>
<td>16 Experience Modifier (EMR)</td>
<td>Can be found in your company WC rate pages</td>
</tr>
<tr>
<td>17 WC Offsite Carrier/Policy #/Term</td>
<td>Corporate WC carrier name/policy number</td>
</tr>
</tbody>
</table>
8.5 Notice of Award – Notification of Subcontractor to Alliant

To notify Alliant you are using a Sub-subcontractor, go to Enrolled Contracts and click Add Subcontract and complete the required information. NOA is required for any contractor whether contractor is an Enrolled or Excluded Party. Please contact the OCIP Administrator if you have not been given a login ID and Password.

- Click on “Add Subcontract” to begin the process

- Click on “Add” under the Subcontract Information Confirmation window.

- You will then be directed to the Subcontract Information Section where all of your Subcontractor’s Company Information should be entered.

- After clicking “Next”, you will be taken back to the “Subcontract Information Confirmation” page where your newly added subcontract will be listed
- After NOA submission, Alliant OCIP Administrator will reach out to your subcontractor for enrollment

NOTE:
- Contractor Name/FEIN:
  - Obtain subcontractor’s W-9 Form to confirm full legal company name and FEIN.
  - Click on to search for contractors who have already been set up in WrapX.
    - Search for Contractor by FEIN or by Key Word of Contractor Name

Find your subcontractor?
- YES Select record and click “Use”
- NO Defer back to previous screen and enter full Contractor Name and FEIN
8.6 How to Report OCIP Payroll
Payroll is reported via the website via the Alliant WrapX Contractor Portal. Credentials are typically provided at the time of enrollment. If you are joining the project after enrollment, or otherwise are in need of a username and password, please contact the Alliant Program Administrator.

OCIP Payroll is not considered the same as Certified Payroll. Please note that any Certified Payroll Reports submitted to Alliant WrapX will not satisfy the OCIP Payroll Requirement in the WrapX system. OCIP Payroll is reported in the following manner in the WrapX system:
- Per Month
- Per Workers Compensation Class Code
- Reported Payroll (Straight Time Wages)
- Gross Payroll (Straight Time Wages and including any Overtime)
  - If there was no Overtime performed, Reported Payroll and Gross Payroll will be the same

Select the desired month, and enter man-hours and payroll detail for each Workers’ Compensation Class Code.

If there are not hours or payroll to report for a class code, enter 0. If there are no hours or payroll to enter for the month, check the “Is $0 Payroll?” box.

If this is your company’s final payroll report, check the “Is Final Payroll?” box.

When you are done, click the Blue Submit button.
**CERTIFICATE OF LIABILITY INSURANCE**

**REVISION NUMBER:**

**CERTIFICATE NUMBER:**

**INSCR.**  
**LKR**  
**TYPE OF INSURANCE**  
**ADDL.**  
**INSR.**  
**INSCR.**  
**WVR**  
**POLICY NUMBER**  
**INSCR.**  
**FINISH**  
**LIMITS**  
**INSCR.**  
**FINISH**  
**LIMITS**  

**GENERAL LIABILITY**

- **COMMERIAL GENERAL LIABILITY**
  - CLAIMS-MADE
  - OCCUR

  **GENL. AGGREGATE LIMIT APPLIES PER:**
  - POLICY
  - PROJECT
  - LOC

**INSCR.**  
**LKR**  
**TYPE OF INSURANCE**  
**ADDL.**  
**INSR.**  
**INSCR.**  
**WVR**  
**POLICY NUMBER**  
**INSCR.**  
**FINISH**  
**LIMITS**  
**INSCR.**  
**FINISH**  
**LIMITS**  

**AUTOMOBILE LIABILITY**

- **ANY AUTO**
  - ALL OWNED AUTOS
  - SCHEDULED AUTOS
  - NON-OWNED AUTOS

  **EXCESS LIAB**
  - OCCUR
  - CLAIMS-MADE

  **DED**
  - RETENTION

**WORKERS COMPENSATION AND EMPLOYERS' LIABILTY**

- **ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?**
  - N
  - Y

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**PROJECT:** [Insert Name of Project]

[Insert Name of General Contractor, Construction Manager or Design Builder], The State of California, the Trustees of the California State University, The University, their officers, employees, representatives, volunteers, agents, and any other parties required by contract are added as additional insureds to the above liability policies on a primary and non-contributory basis following the terms of the contract. General Liability and Worker's Compensation are for off-site coverage only.

Waiver of subrogation applies per contract terms. [Attach relevant endorsements.]

**CERTIFICATE HOLDER**

[INSERT NAME OF PROJECT]  
[c/o Alliant Insurance Services, Inc.  
333 S. Hope Street, Suite 3750  
Los Angeles, CA 90071]

**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**

Agent/Broker Signature

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ACORD 25 (2010/05)

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