



JUDICIAL COUNCIL OF CALIFORNIA



COURTHOUSE CONSTRUCTION PROGRAM

NEW SONORA COURTHOUSE

OWNER CONTROLLED INSURANCE PROGRAM MANUAL

PREPARED BY:

**Willis Insurance Services of California, Inc.
801 S. Figueroa Street, 8th Floor
Los Angeles, CA 90017
Phone: (213) 607-6300, Fax: (213) 607-6295
CA License # 0371719**

Willis

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SECTION 1: INTRODUCTION

The Judicial Council of California is honored to undertake the construction of the New Sonora Courthouse for the Superior Court of California, County of Tuolumne (Project). This is a complete ground up construction of a new five courtroom facility comprised of 61,537 square feet and will replace the existing courthouse with a modern, secure and functionally appropriate building that will significantly expand court services in Tuolumne County.

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

James E. Mullen
Senior Risk Manager
Capital Program Office
California Judicial Council

SECTION 2: OCIP OVERVIEW

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

The advantages of an Owner Controlled Insurance Program include:

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

2.1 All costs associated with the OCIP, except for the loss sharing provision provided for in the Contract, will be paid by the Judicial Council. In consideration for its paying these costs, the Judicial Council requires that each Contractor who may become enrolled in the OCIP **exclude** all insurance costs associated with the coverage provided by the OCIP in their bids for work under a Contract. At the time of bid each Contractor eligible to participate in the OCIP will have to verify under penalty of perjury and the risk of reduction of their Contract value or termination of the Contract that the cost of insurance provided by the OCIP has been excluded from their bid.

2.2 Participation in the OCIP is mandatory for all Contractors working on the Project Site with exception of those specifically designated as Excluded Contractors.

2.3 Once a Contractor has been selected to perform work at the Project Site, they must provide the following information prior to starting work at the Project Site:

2.3.1 If the Contractor is to be enrolled in the OCIP, the following are provided to the OCIP administrator:

- a) The completed and signed OCIP Enrollment Form (as Exhibit 1);
- b) Copies of its existing practice Workers' Compensation, and Commercial General Liability declarations pages and rating schedules;
- c) Copies of the Certificate(s) of Insurance required for compliance with terms of the Contract and Section 7 of this Manual - Enrolled Contractor Required Insurance – Other Than OCIP Insurance;
- d) Confirmation that the contractor's current experience modifier at time of bid does not exceed 1.50. (See Frequently Asked Questions section for additional details)

2.4 If a Contractor is not to be enrolled in the OCIP, the following must be provided to the Construction Manager:

- 2.4.1 Copies of the certificate(s) of insurance required for compliance with terms of the Contract and Section 10 of this Manual – Excluded Contractor Required Insurance
- 2.5 All of the required documents of Enrolled Contractors are to be emailed or faxed to the OCIP Administrator at:
 - OCIP Administrator
 - wrap_aoc@willis.com
 - Phone: (213) 685-6285
 - Fax: (213) 607-6295
- 2.6 All e-mail correspondence should include, “New Sonora Courthouse” on the subject line.

SECTION 3: PROGRAM DEFINITIONS

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

Owner Controlled Insurance Program (OCIP)

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

Project, Project Site (Project Activities)

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

SECTION 4: FREQUENTLY ASKED QUESTIONS

Is participation in the OCIP mandatory?

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

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

The OCIP program does contain a Loss Sharing provision wherein all Trade Contractors and their Subcontractors of every tier involved in a loss that would otherwise be insured under the terms and conditions of the OCIP commercial general liability and builders risk insurance, shall share equally in the first \$25,000 of such loss that arises from the performance of the work as reasonably determined by the Contractor.

Is there a Workers Compensation experience modification threshold for Subcontractors performing work on site?

As noted in section 3.3.7.2 of the general conditions for construction of the prime contract, the Workers Compensation experience modifier provided at time of bid for all Subcontractors and Sub-subcontractors shall be 1.50 or less in order to perform work at the project site.

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

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

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

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

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

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

Will this replace my current insurance coverage?

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

Does the Insurance Program cover Truckers, Vendors and Suppliers?

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

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

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

Is travel time included in payroll?

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

Who is providing loss control services?

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

Who will handle claims?

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

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

The purpose of the OCIP is to consolidate the risk with a minimum number of insurance companies that all of whom have significant construction expertise. The OCIP Administration Company is responsible to the Judicial Council and the Contractor with ensuring that claims administration procedures, loss reserves and claim payments are appropriate.

SECTION 5: PROGRAM DIRECTORY

Owner	State of California by and through the Judicial Council of California
Project	New Sonora Courthouse
Judicial Council Representative	James Mullen , CPCU, ARM Senior Facilities Risk Manager Capital Program Office Phone: (415) 865-4096 (Direct) Email: James.Mullen@jud.ca.gov
Construction Manager	TBD
Project Manager	TBD
Designated Safety Coordinator	TBD
OCIP Administration	Willis Insurance Services of California, Inc.
OCIP Program Manager	David Thoke 801 S. Figueroa Street, Suite 700, Los Angeles, CA 90017 Phone: (213) 607-6243 (Direct) Fax: (213) 607- 6301 David.Thoke@wilis.com Martin Funke , Senior Risk Control Consultant 18101 Von Karman Avenue, Suite 600, Irvine, CA 92612 Phone: (949) 930-1809 Fax: (213) 607-6301 E-Mail: Martin.Funke@willis.com
OCIP Administrator	Matt Harris 801 S. Figueroa Street, Suite 700, Los Angeles, CA 90017 Phone: (213) 607-6285 Fax: (213) 607-6295 E-mail: wrap_aoc@willis.com (<i>wrap_aoc@willis.com</i>)

**OCIP Safety
Coordinator**

Martin Funke, Senior Risk Control Consultant
18101 Von Karman Avenue, Suite 600, Irvine, CA 92612
Phone: (949) 930-1809
E-Mail: Martin.Funke@willis.com

**OCIP Workers
Compensation
Claims Consultant**

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

**OCIP Liability
Claims Consultant**

Thomas Meisen, Sr. Claims Advocate
801 S Figueroa Street, Suite 700, Los Angeles, CA 90017
Phone: (213) 607-6248
Fax: (213) 607-6301
E-mail: Thomas.Meisen@Willis.com

OCIP Insurance Providers

**Primary General
Liability and
Workers
Compensation
Insurance
Program**

National Union Fire Insurance Company of Pittsburgh, PA
175 Water Street, 18th Floor
New York, NY 10038
Phone: (212) 458-7000
Fax: (212) 458-7080
Website: www.aig.com

A. M. Best Rating

A: XV, Admitted

**Excess Liability
Insurance Carrier
(\$25MM Excess of
Primary)**

Westchester Fire Insurance Company
1133 Avenue of the Americas, 32nd Floor
New York, NY 10036
Phone: (215) 640-1000
Fax: (215) 640-5592
Website: www.ace-ina.com

A. M. Best Rating

A+: XV, Admitted

**Excess Liability
Insurance Carrier
(\$25MM Excess of
\$25MM)**

Starr Surplus Lines Insurance Company
90 Park Avenue, 7th Floor
New York, NY 10016
Phone: (646) 227-6523
Fax: (646) 227-660
Website: www.starrcompanies.com

A. M. Best Rating

A: XV, Not Admitted

**Excess Liability
Insurance Carrier
(\$25MM Excess of
\$50MM)** **XL Insurance America, Inc.**
One World Financial Center
200 Liberty Street, 22nd Floor
New York, NY 10281
Phone: (212) 915-7000
Fax: (212) 945-0820
Website: www.xlgroup.com
A: XV, Not Admitted

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

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

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

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

SECTION 6: OCIP INSURANCE COVERAGE

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

6.1 Workers' Compensation and Employers Liability

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

Part One – Workers' Compensation

Statutory Limit

Part Two – Employers' Liability

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

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

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

6.2 Commercial General Liability

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

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

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

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

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

6.3 Excess Liability

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

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

Each Occurrence Limit	\$75,000,000
Annual General Aggregate (reinstates annually)	\$75,000,000
Products - Completed Operations Project Aggregate	\$75,000,000

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

6.4 Builders Risk

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

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

The Builder's Risk Insurance policy does not cover loss to Contractor's tools, materials, machinery or equipment unless they are intended to become a permanent part of the insured project. Moreover, the insurance policy also excludes loss resulting from war and related causes, terrorism resulting from nuclear, biological or chemical materials, nuclear perils, dishonest acts of employees, mysterious disappearance, and ordinary wear and tear. The insurance policy will also exclude the cost of making good faulty workmanship or materials, but will specifically cover loss or damage arising as a consequence of faulty workmanship or materials.

6.5 Contractors Pollution Liability

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

6.6 Extension of Commercial General Liability Insurance for Warranty Work

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

6.7 Evidence of Insurance

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

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

6.8 Contract Termination

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

6.9 OCIP Loss Sharing (General Liability and Builders Risk)

All Trade Contractors and their Subcontractors of every tier involved in a loss that would otherwise be insured under the terms and conditions of the OCIP Commercial General liability and Builders Risk insurance, which arises from the performance of the work as reasonably determined by the Contractor, shall share equally in the first \$25,000 of such loss.

6.10 Multiple Contracts

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

6.11 OCIP Termination/Modification

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

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

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

7.1 Workers’ Compensation and Employers Liability

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

Part One – Workers’ Compensation	Statutory Limit
Part Two – Employers’ Liability	
Bodily Injury by Accident, each accident	\$1,000,000
Bodily Injury by Disease, each employee	\$1,000,000
Bodily Injury by Disease, policy limit	\$1,000,000

The policy must be endorsed to include a Waiver of Subrogation in favor of the Construction Manager, 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 (sample provided as Exhibit 5).

7.2 Commercial General Liability

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

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

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

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

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

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

7.3 Automobile Liability Insurance

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

Combined Single Limit (Each accident)	\$1,000,000
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The insurance shall be endorsed to include:

- a) the Construction Manager, the State of California, Judicial Council of California and their respective elected and appointed officials, judges, officers, employees and agents, and other entities as Additional Insureds using Auto Designated Insured Endorsement ISO CA 20 48 02 99, or equivalent (sample provided as Exhibit 7);
- b) a waiver of subrogation endorsement in favor of the Construction Manager, the Judicial Council of California and their respective elected and appointed officials, judges, officers, employees and agents, and other entities; using Auto Waiver of Subrogation Endorsement ISO CA 04 44 03 10, or equivalent (sample attached as Exhibit 8); and,
- c) if hazardous materials or waste are to be transported, the Commercial Automobile Liability policy will be endorsed with the MCS-90 Financial

Responsibility for Motor Carriers endorsement in accordance with the applicable legal requirements.

7.4 Umbrella/Excess Liability

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

7.5 Contractor's Equipment

All enrolled contractors shall provide coverage for their own tools, materials, machinery and equipment unless they are intended to become a permanent part of the insured project.

7.6 Certificates of Insurance

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

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

7.7 Notice of Cancellation

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

7.8 Survival

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

7.9 No Release

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

SECTION 8: CONTRACTORS' RESPONSIBILITIES

8.1 Enrollment Process

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

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

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

8.2 Enrolling and Administrating Subcontractors

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

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

- e) Assist each subcontractor in securing the required OCIP enrollment and/or payroll/premium information, and making sure that the subcontractor, if eligible, becomes an Enrolled Contractor as described in this OCIP Manual.
- f) Ensure each subcontractor complies with Section 7, Enrolled Contractor Required Insurance or Section 10, Excluded Contractor Insurance, The Claims Reporting Procedures contained in Appendix Exhibit 9 - OCIP Claims Manual and Exhibit 10 - OCIP Project Safety Program Manual.
- g) Inform each subcontractor of its responsibility to promptly pay any loss sharing contributions arising from the performance of work at the Project Site.
- h) Ensure that the subcontractor attends all meetings, as required, regarding OCIP administration, claims or safety issues.
- i) Stress to each subcontractor, who is an Enrolled Contractor, of its responsibility to accurately report its payroll.
- j) Complete the following administrative forms as referenced in this section 8 and items i and ii below, and ensure that each of their subcontractors that is an Enrolled Contractor does likewise, within the time frames specified below:
 - i. Payroll Reporting Form (Exhibit 2) – By the 10th day of each month provide the OCP Administrator with the required payroll reports; and
 - ii. Notice of Completion (Exhibit 3) – Provide the OCIP Administrator the Notice of Completion upon completion of work at the Project Site.

8.3 Assignment of Return Premiums

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

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

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

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

SECTION 9: OCIP ENROLLMENT PROCEDURES

9.1 Completion of Enrollment Form

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

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

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

9.2 Enrolled Contractor Certificate of Insurance

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

9.3 Payroll Reporting

- a) Each Enrolled Contractor shall submit a completed Payroll Reporting Form to the OCIP Administrator for payroll, labor-hours and receipts associated with work performed at the Project Site by the tenth (10th) day of each month following any month during the term of the Enrolled Contractor's Contract to perform work at the Project Site. (Sample Form provided as Exhibit 2)
- b) Enrolled Contractors must use forms provided by the OCIP Administrator unless the Enrolled Contractor is authorized in writing by the OCIP Administrator to use its own form.
- c) Payroll and receipts for the value of work in place must be submitted separately for each Contract awarded to the Enrolled Contractor to perform work at the Project Site.

- d) If no work is performed at the Project Site during any month between the award of a Contract and the termination of the Contract a Payroll Report must be submitted showing "Zero Payroll/Receipts".
- e) Use of Class Code 8810 shall apply only to clerical employees who work at the Project Site and who remain in the Contractor's trailer and/or office located at the Project Site.
- f) Use of Class Code 5606 shall apply only to Enrolled Contractors employees who work at the Project Site and who supervise employees through a foreman or superintendent.
- g) All Enrolled Contractors must make their payroll records available upon the request of the Judicial Council, OCIP Administrator, or an auditor representing an OCIP insurance company.

9.4 California Worker's Compensation Insurance Rating Bureau

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

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

9.5 Closeout Process

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

SECTION 10: EXCLUDED CONTRACTOR REQUIRED INSURANCE

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

10.1 Workers' Compensation and Employers Liability

Part One – Workers' Compensation

Statutory Limit

Part Two – Employers' Liability

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

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

10.2 Commercial General Liability:

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

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

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

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

10.3 Automobile Liability Insurance

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

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

The insurance shall be endorsed to include:

- a) the Construction Manager, the State of California, Judicial Council of California and their respective elected and appointed officials, judges, officers, employees and agents, and other entities as Additional Insureds using Auto Designated Insured Endorsement ISO CA 20 48 02 99, or equivalent (Sample provided as Exhibit 7);
- b) a waiver of subrogation endorsement in favor of the Construction Manager, the Judicial Council of California and their respective elected and appointed officials, judges, officers, employees and agents, and

other entities; using Auto Waiver of Subrogation Endorsement ISO CA 04 44 03 10, or equivalent (sample attached as Exhibit 8); and

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

10.4 Umbrella/Excess Liability:

If Applicable

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

10.5 Certificates of Insurance

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

10.6 Notice of Cancellation

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

10.7 Survival

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

10.8 Project Site Safety

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

SECTION 11: CLAIMS REPORTING AND PROJECT SAFETY

Please refer to appendix items noted as Exhibit 9 – OCIP Claims Manual and Exhibit 10 – OCIP Project Safety Program Manual

APPENDIX: OCIP FORMS AND EXHIBITS

- Exhibit 1 – OCIP Enrollment Form
- Exhibit 2 – Payroll Reporting Form
- Exhibit 3 – Notice of Completion
- Exhibit 4 – Accord Certificate of Insurance
- Exhibit 5 – WC Waiver of Subrogation
- Exhibit 6 – GL Waiver of Subrogation Endorsement
- Exhibit 7 – Auto Additional Insured Endorsement
- Exhibit 8 – Auto Waiver of Subrogation Endorsement
- Exhibit 9 – OCIP Claims Manual (to be provided after the contract has been awarded)
- Exhibit 10 – OCIP Project Safety Manual

INCLUDE IN YOUR ENROLLMENT PACKAGE

When enrolling in the OCIP, please include the following in your enrollment package **(whether sent via e-mail, fax or regular mail)**:

1. Complete Enrollment Form
2. Workers Compensation Rating & Declaration Pages
3. General Liability Rating & Declaration Pages
4. Certificate of Insurance and Required Endorsements

EXHIBIT 1 - OCIP ENROLLMENT FORM

NEW SONORA COURTHOUSE



Judicial Council of California

PROJECT: NEW SONORA COURTHOUSE

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

CONTRACTOR INFORMATION

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

Legal Address: _____ FEIN: _____

Site Address: _____

Contact Name	Phone	Fax	E-mail
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Site Contact: _____

Office Contact: _____

Insurance Contact: _____

Payroll Contact: _____

Address (if different): _____

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

Local Contractor DVBE Certified Contractor Small Business Certified Contractor Other _____

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

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

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

If so, please describe: _____

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

BID INFORMATION

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

Estimated On-Site Payroll For This Contract: _____

Awarding Contractor: _____ Type of Work: _____

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

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

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

WORKERS' COMPENSATION CLASS CODES

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

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

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

AGREEMENT

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

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

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

Signed _____ Title _____ Date _____

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



Judicial Council of California

NEW SONORA COURTHOUSE EXHIBIT 2 - PAYROLL REPORTING FORM

Enrolled Contractor Name: _____

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

Phone: _____ Fax: _____

Awarding Contractor: _____ Prime Contractor: _____

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

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

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

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

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

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

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

Signature: _____

Title: _____ Date _____

Send this
Form to:

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

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



NEW SONORA COURTHOUSE
EXHIBIT 3 - NOTICE OF CONTRACT COMPLETION FORM
(To be submitted with final pay request)

CONTRACT INFORMATION

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

ADDITIONAL ACTIVE CONTRACTS

Check One Of The Following:

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

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

SUBCONTRACTORS

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

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

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

FINAL INSURANCE AUDIT INFORMATION

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

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

Include Street Address, City, State & Zip Code

Signed: _____ Title: _____ Date: _____

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

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

EXHIBIT 4 - ACCORD CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

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

EXHIBIT 5 - WC WAIVER OF SUBROGATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

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

Schedule

Person or Organization

Job Description

Swinerton Builders, The State of California, Judicial Council of California and their respective elected and appointed officials, judges, officers, employees and agents

Notes:

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

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

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

Endorsement Effective
Insured

Policy No. *WC POLICY NUMBER*
Insurance Company

Endorsement No.

Countersigned By _____

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

EXHIBIT 6 - GL WAIVER OF SUBROGATION ENDORSEMENT

POLICY NUMBER: *GL POLICY NUMBER*

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

Swinerton Builders, The State of California, Judicial Council of California and their respective elected and appointed officials, judges, officers, employees and agents

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

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

EXHIBIT 7 - AUTO ADDITIONAL INSURED ENDORSEMENT

POLICY NUMBER: *AUTO POLICY NUMBER*

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

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

SCHEDULE

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

Swinerton Builders, The State of California, Judicial Council of California and their respective elected and appointed officials, judges, officers, employees and agents

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

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

EXHIBIT 8 - AUTO WAIVER OF SUBROGATION ENDORSEMENT

POLICY NUMBER: *AUTO POLICY NUMBER*

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: *COMPANY NAME*

Endorsement Effective Date:

SCHEDULE

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

Swinerton Builders, The State of California, Judicial Council of California and their respective elected and appointed officials, judges, officers, employees and agents

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

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

EXHIBIT 9 - OCIP CLAIMS MANUAL
(To be provided after contract has been awarded)

EXHIBIT 10 - OCIP PROJECT SAFETY MANUAL

The _____ Project Site Safety Manual (*Filename*) is considered part of this manual and by enrolling in the OCIP subcontractor agrees to abide by its instructions and recommendations.