



# JUDICIAL COUNCIL OF CALIFORNIA



## **COURTHOUSE CONSTRUCTION PROGRAM**

### **NEW MID-COUNTY CIVIL COURTHOUSE**

### **OWNER CONTROLLED INSURANCE PROGRAM PRE-BID PACKET**

**Willis**

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## SECTION 1: OCIP OVERVIEW AND DEFINITIONS

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 document is provided for bid preparation purposes and details the insurance requirements for each contractor eligible to perform work at the Project Site, and includes elements of the insurance provisions also included in the general terms and conditions of each Contract and the project OCIP Manual.

The advantages of an Owner Controlled Insurance Program include:

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

### OCIP ADMINISTRATION:

The Judicial Council has selected Willis Insurance Services of California, Inc., as its OCIP Administrator for the Project. The principal individuals at Willis that will be responsible to the Contractor to assist with any problems or questions concerning the OCIP are:

#### OCIP Coverage:

David Thoke  
Phone: (213) 607-6243  
Fax: (213) 607-6301  
Cell: (626) 297-5551  
E-mail: David.Thoke@Willis.com

Martin Funke  
Phone: (213) 607-6239  
Fax: (213) 607-6301  
Cell: (949) 201-5477  
Email: Martin.Funke@willis.com

#### OCIP Enrollment:

Matt Harris  
801 S. Figueroa Street, Suite 800  
Los Angeles, CA 90017  
Phone: (213) 607-6285  
Fax: (213) 607-6295  
E-mail: [wrapup\\_aoc@willis.com](mailto:wrapup_aoc@willis.com)

### 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.
Contract	The General Terms and Conditions of each contract for construction awarded by the Construction Manager to its subcontractors, and by each subcontractor to their sub-subcontractors of every tier to perform work at the Project Site.
Construction Manager	Means the firm to which the Judicial Council has awarded a contract for the successful construction of the Project, and the administration of the Construction Phase Services as set forth in the contract between the Judicial Council and the Construction Manager

Contractor(s)	Contractors of every tier performing work 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	Contractors that are excluded from the OCIP who are contract haulers or truckers (or others merely making deliveries or pickups from the Project Site); vendors, suppliers (who do not perform or subcontract installation); material dealers; manufacturing representatives, equipment rental companies who perform equipment maintenance (does not apply to those who provide operators); architects, surveyors, soil testing contractors, and their consultants; asbestos abatement, or other hazardous materials remediation contractors (unless specifically enrolled); Contractors whose sole scope of work includes blasting and/or demolition; unless any of the above are enrolled in the OCIP by specific agreement with the insurer and those Contractors or entities specifically excluded by the 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, Builders Risk, and Contractor's Pollution Liability insurance are provided for all Enrolled Contractors.
Project, Project Site, or Project Activities	The project site known as the New Mid-County Civil Courthouse in Riverside 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 2: PARTICIPATION**

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

### **BID METHOD:**

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 of paying these costs, the Judicial Council requires that each Contractor eligible to become enrolled in the OCIP shall exclude all insurance costs associated with the coverage provided by the OCIP in their bids for work under a Contract. At the time of award each Contractor eligible to participate in the OCIP will have provided to the Construction Manager its warranty that under penalty of a reduction in its Contract amount, or termination of its Contract, all cost of insurance provided by the OCIP has been excluded from its bid.

### **ENROLLMENT PROCESS:**

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:

1. The completed and signed OCIP Enrollment Form (Exhibit 6);
2. Copies of its existing practice workers' compensation, and commercial general liability declarations pages and rating schedules;
3. Copies of the certificate(s) of insurance required for compliance with terms of the Contract (Appendix Exhibits 1-5)
4. 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)

**NOTE:** Specimen Certificate of Insurance and applicable endorsements for Contractor Required Insurance including General Liability and Workers' Compensation/Employers Liability for Project-Related, Off-Site Operations and Automobile Liability (Exhibits 1 through 5.) are provided in Section 6. The Contractor should provide the sample documents to its insurance agent/broker for review to ensure compliance with the Contract.

### SECTION 3: OCIP INSURANCE COVERAGE

This Section provides a brief description of the insurance provided to Enrolled Contractors under the OCIP. While the OCIP is intended to provide uniform coverage and significant limits of liability, the OCIP is not intended to meet all the insurance needs of the Enrolled Contractors. Each Contractor submitting a bid to perform work on the Project should discuss the OCIP with its insurance agent, broker, or consultant to make sure that it understands the requirements of the OCIP and continues to maintain proper insurance coverage and limits of liability as required by the terms and conditions of the various contracts under which either an Enrolled Contractor or an Excluded Contractor will provide work at or for the Project Site.

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

#### **Workers Compensation and Employers Liability:**

**Insured:** National Union Fire Insurance Company of Pittsburgh, PA  
**A.M. Best Rating:** A (Superior) XV, Admitted  
**Website:** www.aig.com

Workers Compensation insurance providing statutory coverage as required by the applicable jurisdiction, for all of the Enrolled Contractor's employees while performing work at the Project Site, with limits of liability of not less than:

#### **Part One – Workers' Compensation**

Statutory Limit

#### **Part Two – Employers' Liability**

Bodily Injury by Accident, each accident	<b>\$1,000,000</b>
Bodily Injury by Disease, each employee	<b>\$1,000,000</b>
Bodily Injury by Disease, policy limit	<b>\$1,000,000</b>

The policy will include the following endorsements:

- (a) Designated Workplace Endorsement
- (b) Waiver of Subrogation
- (c) US Longshoremen's & Harbors Workers Liability Act Endorsement

#### **Commercial General Liability:** (Project-Related, Off-Site Operations are excluded)

**Insured:** National Union Fire Insurance Company of Pittsburgh, PA  
**A.M. Best Rating:** A (Superior) XV, Admitted  
**Website:** www.aig.com

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

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

Each Occurrence Limit	<b>\$2,000,000</b>
Personal Liability and Advertising Liability Limit	<b>\$2,000,000</b>
General Aggregate	<b>\$4,000,000</b>
Products/Completed Operations Aggregate	<b>\$4,000,000</b>
Damages to Premises Rented to You Limit	<b>\$500,000</b>
Medical Expense Limit	<b>\$10,000</b>

The Products and Completed Operations insurance shall extend for 10 years after substantial completion of the Project.

**Excess Liability:**

**Insurer 1:** Westchester Fire Insurance Company (\$25MM XS of Primary)  
**A.M. Best Rating:** A+ (Superior) XV  
**Website:** [www.ace-ina.com](http://www.ace-ina.com)

**Insurer 2:** Starr Surplus Lines Insurance Company (\$25MM XS \$25MM XS of Primary)  
**A.M. Best Rating:** A: XV, Not Admitted  
**Website:** [www.starrcompanies.com](http://www.starrcompanies.com)

**Insurer 3:** XL Insurance America, Inc. (\$25MM XS \$50MM XS of Primary)  
**A.M. Best Rating:** A: XV, Not Admitted  
**Website:** [www.xlgroup.com](http://www.xlgroup.com)

Excess Liability Insurance, insuring against Bodily Injury, Personal and Advertising Injury, and Property Damage, and other coverage as specified under Employers' Liability and Commercial General Liability above, for the Enrolled Contractor's operations performed at the Project Site with limits not less than:

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

Each Occurrence Limit	<b>\$75,000,000</b>
Annual General Aggregate (reinstates annually)	<b>\$75,000,000</b>
Products and Completed Operations Aggregate	<b>\$75,000,000</b>

The Products and Completed Operations Liability extends for 10 years after substantial completion of the Project.

**Builders Risk:**

**Insurer:** Lexington Insurance Company  
**A.M. Best Rating:** A (Excellent) XV  
**Website:** www.lexingtoninsurance.com

Builders risk insurance providing coverage for direct physical damage to the Project during the course of construction, including buildings, materials, supplies that are used in or incidental to the fabrication, erection, testing, or completion of the Project while at the Project Site, while in transit, or at any temporary off-site location, with limits of liability equal to the final completed value of the Project, subject to the following exceptions:

- a) Sub-limits of not less than \$10,000,000 per occurrence and in the annual aggregate shall apply for the perils of Flood, Earthquake and Earth Movement;
- b) May include a sub-limit for materials and equipment while in storage at any temporary off-site location depending on value of stored property.
- c) The Builders Risk does NOT include coverage for the contractors owned materials and equipment unless they are intended to become a permanent part of the insured project

**Contractors Pollution Liability:**

**Insured:** Steadfast Insurance Company  
**A.M. Best Rating:** A+ (Superior) XV  
**Website:** www.zurichna.com

Contractors Pollution Liability covering claims for bodily injury or property damage, including remediation costs resulting from a pollution incident caused by or exacerbated by the performance of work at the Project Site, with limits of liability of not less than:

Each Occurrence Limit	<b>\$10,000,000</b>
Aggregate Limit per Project	<b>\$10,000,000</b>

The Completed Operations Liability extends for 10 years after substantial completion of the Project.

**Extension of Commercial General Liability Insurance for Warranty Work**

The OCIP will continue to provide Commercial General Liability insurance, which is required due to warranty work undertaken by Enrolled Contractors at the Project Site for a period of 24 months after the Enrolled Contractor's work, or all of work performed at the Project site and covered under the OCIP is terminated, whichever is later. Any injuries to Enrolled Contractor employees while completing any warranty work will not be covered under the OCIP, but must be covered under the Enrolled Contractor's Worker's Compensation practice policy.

## **SECTION 4: ENROLLED CONTRACTOR REQUIRED 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 their 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 that 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.

### **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:

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

The Workers Compensation Insurance shall include a Waiver of Subrogation Endorsement with the same terms and conditions and in substantially the same form as the example endorsement Included as Exhibit 2.

### **Commercial General Liability:**

Commercial General Liability Insurance, which shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liability assumed under an insured contract, for the 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	<b>\$1,000,000</b>
Personal Liability and Advertising Liability Limit	<b>\$1,000,000</b>
General Aggregate	<b>\$2,000,000</b>
Products/Completed Operations Aggregate	<b>\$2,000,000</b>

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

- a) A Waiver of Subrogation endorsement in favor of the in favor of Construction Manager, the Judicial Council of California and their respective elected and appointed officials, judges, officers, and employees with the same terms and conditions and in substantially the same form as the example endorsement provided as Exhibit 4; and
- b) A Designated Workplace Exclusion endorsement.

### **Automobile Liability Insurance:**

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

Combined Single Limit (Each accident)

**\$1,000,000**

The insurance shall be endorsed to include:

- a) Auto Designated Insured Endorsement ISO CA 20 48 02 99, or equivalent adding Construction Manager, the Judicial Council of California and their respective elected and appointed officials, judges, officers, employees and agents as additional insureds. (sample provided as Exhibit 5);
- b) Auto Waiver of Subrogation Endorsement ISO CA 04 44 03 10, or equivalent as evidence of a waiver of any subrogation or recovery action in favor of the Construction Manager, the Judicial Council of California and their respective elected and appointed officials, judges, officers, and employees (sample attached as Exhibit 6); 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 to assure that federally mandated coverage (e.g., required liability limits, environmental restitution coverage) is in place and is in accordance with the applicable legal requirements.

**Umbrella/Excess Liability:**

If an Enrolled Contractor is planning to utilize its umbrella/excess insurance to comply with the terms of the required insurance the Enrolled Contractor must endorse the umbrella/excess insurance to comply with the requirements of this Section 3.

**Contractor's Equipment Insurance**

Contractor's equipment insurance covering equipment and tools used by the Contractor to perform its work at the Project Site, unless the equipment is to become a permanent part of the Project at which time the equipment would be insured under the builders risk insurance policy.

**Certificates of Insurance:**

All Enrolled Contractors shall provide a Certificate of Insurance to the Construction Manager and the OCIP Administrator evidencing the coverage, limits, and endorsements to the insurance policies as required under this Section 3 (Sample Certificate of Insurance provided as Exhibit 1).

**Notice of Cancellation:**

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

## **SECTION 5: 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 receives 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 4 of this Exhibit - 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 10<sup>th</sup> 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 10<sup>th</sup> 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 the 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.

**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.

**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 6: APPENDIX

**Exhibit 1**



**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).

<b>PRODUCER</b> Insurance Company Name Street Address City, State, Zip Code	CONTACT NAME: John Doe PHONE (A/C, No, Ext): (555) 555-1212 E-MAIL ADDRESS: john.doe@insurancecompany.com PRODUCER CUSTOMER ID #	FAX (A/C, No): (555) 555-2500
	INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b> Your Company Name Street Address City, State, Zip Code Telephone Number (Including Area Code)	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
<b>A</b>	<b>GENERAL LIABILITY</b>			POLICY NUMBER	MO/DD/YR	MO/DD/YR	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>			POLICY NUMBER	MO/DD/YR	MO/DD/YR	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> 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						\$	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE	<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> RETENTION \$						\$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			POLICY NUMBER	MO/DD/YR	MO/DD/YR	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Judicial Council of California, Project Name & Project Address

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

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

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

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

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

Schedule

**Person or Organization**

**Job Description**

THE CONSTRUCTION MANAGER, 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 \_\_\_\_\_

© 1998 by the Worker's Insurance Rating Bureau of California. All rights reserved.

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

POLICY NUMBER: *GL POLICY NUMBER*

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**SCHEDULE****Name of Person or Organization:**

THE CONSTRUCTION MANAGER, 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.

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**

<p><b>Name of Person(s) or Organization(s):</b>          THE CONSTRUCTION MANAGER, The State of California, Judicial Council of California and their respective elected and appointed officials, judges, officers, employees and agents</p>
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(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.

POLICY NUMBER: *AUTO POLICY NUMBER*COMMERCIAL AUTO  
CA 04 44 03 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:** *COMPANY NAME***Endorsement Effective Date:****SCHEDULE****Name(s) of Person(s) or Organization(s):**

THE CONSTRUCTION MANAGER, 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 1 - OCIP ENROLLMENT FORM**

XXXXXXXXXXXXX COURTHOUSE			
 <small>Judicial Council of California ADMINISTRATIVE OFFICE OF THE COURTS</small>	PROJECT: <b>XXXXXXXXX COURTHOUSE</b>	<input type="checkbox"/> Initial Enrollment <input type="checkbox"/> Additional Contract <input type="checkbox"/> Change Order	<input type="checkbox"/> Time & Material Contract <input type="checkbox"/> Short Term Contract <input type="checkbox"/> Small Contract
CONTRACTOR INFORMATION			
Contractor Legal Name: <u>QRS Paving, Inc.</u>		<input type="checkbox"/> Indv <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corp <input type="checkbox"/> J/V	
Legal Address: <u>132 Hard Rock Way, Erewhon, CA 99999-1234</u>		FEIN: <u>12-3456789</u>	
Site Address: _____			
Contact Name	Phone	Fax	E-mail
Site Contact: <u>John Nemo</u>	<u>(555) 555-1212</u>	<u>(555) 555-2121</u>	<u>jnemo@qrspavinginc.com</u>
Office Contact: <u>Julian Smith</u>	<u>(555) 555-1214</u>	<u>(555) 555-2121</u>	<u>juliansmith@qrspavinginc.com</u>
Insurance Contact: <u>John Nemo</u>	<u>(555) 555-1212</u>	<u>(555) 555-2121</u>	<u>jnemo@qrspavinginc.com</u>
Payroll Contact: _____			
Address (if different): _____			
Is your company a (please select all that apply)?			
<input checked="" type="checkbox"/> Local Contractor <input checked="" type="checkbox"/> DVBE Certified Contractor <input type="checkbox"/> Small Business Certified Contractor <input type="checkbox"/> Other _____			
Are you using a Leasing Company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Leasing Company Name: _____			
Are you a Leasing Company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are you a Union Shop? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Do you plan to use temporary employees other than those provided by a leasing company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If so, please describe: _____			
Does your company provide health care coverage, as defined in the Enrollment Form Instructions, to its field employees? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
BID INFORMATION			
Contract Value: \$ <u>137,954.23</u>		Off-site Work within scope of contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Estimated On-Site Payroll For This Contract: <u>15,000</u>			
Awarding Contractor: <u>ABC General Contracting</u>		Type of Work: <u>Parking Lot &amp; Driveway</u>	
Prime Contractor: <u>ABC General Contracting</u>		Self-Performed: <u>30</u> %; \$ <u>43,500</u>	
Award Date: <u>10/20/12</u> Est. Start Date: <u>11/15/12</u>		Subcontracted: <u>70</u> %; \$ <u>101,500</u>	
Est. Completion Date: <u>06/15/13</u>		Est. # of Subcontractors: <u>2</u> Est. Sub Work Hours: <u>3,500</u>	
WORKERS' COMPENSATION CLASS CODES			
Current WC Ins. Co: <u>ATLC Insurance Services</u>		Experience Mod: <u>.96</u> Policy Period: <u>01/01/2012</u> To <u>01/01/2013</u>	
WC Class Code	Class Code Description.	WC Class Code	Class Code Description.
1. <u>5506</u>	<u>Paving or Repaving</u>	6.	
2. <u>5507</u>	<u>Grading</u>	7.	
3.		8.	
4.		9.	
5.		10.	

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

**AGREEMENT**

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

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

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

Signed John Nemo Title President Date 11/10/2012

Send this Form to: Company Name: Attention: Address: City, State Zip: Phone: Fax: E-mail:

