

Monterey County
Resource Management Agency
Public Works – Architectural Services

**Schilling Place Tenant
Improvements
Project No. 8811
Bid No. 10560**

**Owner-Controlled
Insurance Program**

Insurance Procedures Manual

April 1, 2016

007201

Table of Contents

- 1.0 INTRODUCTION 3**
 - 1.1 Overview 3**
 - 1.2 About this Manual 4**
 - 1.3 Responsibilities Concerning Loss Control & Claims Reporting..... 4**
- 2.0 OCIP PROJECT DIRECTORY 5**
- 3.0 PROJECT DEFINITIONS 7**
- 4.0 RESPONSIBILITIES..... 9**
 - 4.1 Alliant WrapX 9**
 - 4.2 Submission of Insurance Cost Information..... 10**
 - 4.3 Enrollment..... 10**
 - 4.4 Assignment of Return Premiums 11**
 - 4.5 Payroll Reports 11**
 - 4.6 Insurance Company Payroll Audit..... 12**
 - 4.7 Completion of Work..... 12**
 - 4.8 Approved Off-Site Locations..... 12**
 - 4.9 Safety 12**
 - 4.10 Claims Reporting 13**
 - 4.11 Change Order Procedures..... 13**
- 5.0 INSURANCE COVERAGE 14**
 - 5.1 Covered Parties..... 14**
 - 5.2 Parties Not Covered 14**
 - 5.3 Exclusion of Parties from the OCIP 15**
 - 5.4 Evidence of OCIP Coverage..... 15**
 - 5.5 Description of Insurance Coverages..... 15**
 - 5.5.1 Workers’ Compensation and Employer’s Liability Insurance..... 16**
 - 5.5.2 Commercial General Liability Insurance..... 16**
 - 5.5.3 Excess Liability Insurance 17**
 - 5.6 OCIP Termination or Modification 17**
- 6.0 REQUIRED COVERAGE 18**
 - 6.1 Workers’ Compensation..... 19**

6.2 General Liability 19

6.3 Business Auto Liability 20

6.4 Construction Equipment Insurance..... 20

6.5 Professional Liability Insurance (Errors & Omissions)..... 20

6.6 Conditions of Understanding..... 21

6.7 Other Insurance Required 21

7.0 CLAIM PROCEDURES..... 22

7.1 Workers’ Compensation Claims..... 22

7.2 General Liability Claims..... 22

7.3 Property Claims 23

7.4 Automobile Claims..... 23

8.0 APPENDIX 24

1.0 INTRODUCTION

1.1 Overview

As provided in the project manual, Monterey County (Sponsor) may elect to use an Owner-Controlled Insurance Program (OCIP) for the Monterey County Schilling Place Tenant Improvements Project (Project). Under such a program, the Sponsor purchases certain insurance policies for protection of some (but not all) of the insurable risks that exist on a construction project. The insurance purchased by the Sponsor will be endorsed to extend coverage of the policy to any enrolled General Contractor and enrolled and eligible Subcontractors of all tiers. These parties should carefully consider the OCIP and its implications to their company before executing a contract requiring their participation in the OCIP. This document, and the OCIP, will apply only if the Sponsor expressly elects to use the OCIP for the Project.

The OCIP provides the following insurance for the General Contractor and eligible Subcontractors of all tiers, who are eligible and enrolled in the insurance program:

- Commercial General/ Excess Liability
- Workers' Compensation

In addition, while the Sponsor may be providing Builders' Risk insurance for the Project, that coverage is wholly separate from the OCIP, and is not included in either the OCIP or this manual. Certain parties are ineligible for this program. These parties are identified in the Section 5.2 of this manual.

The Sponsor will pay all insurance premiums for the OCIP coverage listed above. Consult with your own insurance advisors to coordinate your own insurance coverages with the OCIP.

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

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

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

1.2 About this Manual

This manual is designed to identify, define, and assign responsibilities for the administration of the OCIP. The guidelines in this manual are to be used for informational purposes only. While it is a contract document, both the actual OCIP insurance policies and other contract documents will control in the event of any conflicts.

This Manual:

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

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

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverage
- Provide answers to specific claims questions
- Address any other Project insurance to be provided by the Sponsor

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

1.3 Responsibilities Concerning Loss Control & Claim Reporting

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

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

2.0 OCIP PROJECT DIRECTORY

OCIP ADMINISTRATOR

Alliant Insurance Services
Construction Services Group
1792 Tribute Road
Sacramento, CA. 95815

PROGRAM MANAGER	PROGRAM ADMINISTRATOR
<p>John Drew Office: 916-643-2731 Fax: 866-867-5811 john.drew@alliant.com</p>	<p>Jennifer Martinez Office: 916-643-2710 Fax: 866-867-5811 jgmartinez@alliant.com</p>
PROJECT EXECUTIVE	CSAC EIA EXECUTIVE SPONSOR
<p>Greg Magda Office: 916-643-2711 gmagda@alliant.com</p>	<p>Kevin Bibler Office: 916-643-2719 kbibler@alliant.com</p>

WORKERS' COMPENSATION CLAIMS REPORTING

WC DIRECT CLAIM REPORTING TO ORCPG:
Client Number: 006138 / VDN Number: 2224376
Office: 1-855-488-8809
Fax: 1-800-748-6159
tnwclaims@tnwinc.com

OCIP PORTAL - ALLIANT WRAP X

OCIP Document
Submission
[Email:alliantwrapx@alliant.com](mailto:alliantwrapx@alliant.com)

Online Enrollment, Payroll Reporting &
Document Management

Website:

<http://alliantwrapx.alliantinsurance.com/contractorportal>

*** Contact Project Administrator for User Access**

OCIP LOSS CONTROL DIRECTOR	OCIP LOSS CONTROL CONSULTANT
Moe Davis Cell: 213-361-6708 Fax: 213-443-2485 mdavis@alliant.com	Luis Torres Cell: 916 200 8333 luis.torres@alliant.com

TBD
Office: XXX-XXX-XXXX
TBD
TBD, CA XXXXX

PROJECT MANAGER	PROJECT ADMINISTRATOR
TBD Cell: XXX-XXX-XXXX Email: TBD	TBD Office: XXX-XXX-XXXX Email: TBD
Site Safety	POSITION2
TBD Cell: XXX-XXX-XXXX Email: TBD	TBD Office: [xxx-xxx-xxxx] Fax: [xxx-xxx-xxxx] [Xxxxxx]@[xxx]

OCIP Coverages

INSURANCE COMPANIES	POLICIES
ORCPG	Workers' Compensation
ORCPG	General Liability
Multiple Carriers	Excess Liability

3.0 PROJECT DEFINITIONS

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

Approved Off-Site Locations:

An Enrolled Party's operations away from the Project site, including product manufacturing, assembling, or otherwise, shall only be covered if such off-site operations are identified and are dedicated solely to the Project. OCIP Coverages shall not cover off-site operations until receipt by Enrolled Party of written acknowledgment of such coverage from the OCIP Administrator.

Certificate of Insurance:

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

Contract:

A written agreement for specific work between the Sponsor and the General Contractor, between the General Contractor and all Subcontractors of any tier, or between a Subcontractor of any tier and another Subcontractor of any tier.

Employer:

Firm or entity that has Employees working on-site and is enrolled in the OCIP program. The term Employer includes the General Contractor, and all Subcontractors of all tiers.

Enrolled:

Applies to those eligible parties including the General Contractor and all Subcontractors of any tier that have submitted all necessary enrollment information and have been accepted into the OCIP as evidenced by a Certificate of Insurance. *Also described in this manual as a Participant.*

Ineligible:

Applies to parties excluded from participation in the OCIP. *Also described in this manual as an Excluded Party as described in Section 5.2.*

PROJECT DEFINITIONS

Insured:

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

Insurer:

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

Participant: See *Enrolled*

Project Site:

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

Obligation:

The amount the General Contractor or eligible Subcontractors of all tiers are responsible for paying as their contribution for settlement of an insured loss.

Safety Manual:

Monterey County Schilling Place Tenant Improvements Project OCIP Safety Standards.

Sponsor:

Monterey County

Work:

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

4.0 RESPONSIBILITIES

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

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

4.1 Alliant WrapX

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

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

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

4.2 Submission of Insurance Cost Information

General Contractor is required to exclude from any change order proposal, request or the like its normal cost, and the normal costs of its subcontractors, for the insurance coverages provided by the OCIP. (See Section 4.11 below.) Therefore, promptly following award of contract, General Contractor and all Subcontractors of all tiers shall submit an Insurance Cost Worksheet (see Section 8), which will identify the estimated Cost of OCIP Coverages.

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

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

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

4.3 Enrollment

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

The General Contractor and all Subcontractors of all tiers shall provide details about their lower tier subcontractors online via the Notice of Contract Award process. Notification via Alliant's WrapX website must be completed and submitted to the OCIP Administrator prior to mobilization. Each eligible party is responsible to complete their Enrollment online to obtain coverage under the OCIP.

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

In the event the Sponsor elects not to include a Subcontractor of any tier's work under the OCIP, the standard terms and conditions regarding insurance listed in the Contract Document will then apply. The OCIP Administrator will advise any party who has submitted an enrollment form if they are excluded from the OCIP.

4.4 Assignment of Return Premiums

The Sponsor will, as provided in the contract, pay the cost of the OCIP insurance coverage to Contractor, which will then pay the applicable OCIP Insurer(s). The Sponsor will be the sole recipient of any return OCIP premiums or dividends. All Participants shall assign to Sponsor all adjustments, refunds, premium discounts, dividends, credits, or any other monies due from the OCIP insurers.

4.5 Payroll Reports

Each Participant must submit a Monthly Payroll Report online identifying man-hours and payroll for all work performed at the Project Site on a "per contract" basis to the OCIP Administrator. This information will be used to provide the insurance company with the information required to determine the premium for the OCIP. The monthly man-hour reports shall certify all Work performed at or emanating directly from the Project Site, including professional (if professional is employee of otherwise covered scope), supervisory, and clerical personnel on-site.

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

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

4.6 Insurance Company Payroll Audit

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

4.7 Completion of Work

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

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

4.8 Approved Off-Site Locations

An Enrolled Party's operations away from the Project site, including product manufacturing, assembling, or otherwise, shall only be covered if such off-site operations are identified and are dedicated solely to the Project. OCIP Coverages shall not cover off-site operations until receipt by Enrolled Party of written acknowledgment of such coverage from the OCIP Administrator.

4.9 Safety

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

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

4.10 Claims Reporting

Please refer to section 7 of this Manual.

4.11 Change Order Procedures

All change orders submitted by General Contractor and all Subcontractors of any tier must be priced to **exclude** their normal cost of insurance for the coverage(s) that are provided by the OCIP. If, upon verification by the OCIP Administrator, it is found by the Sponsor that the Cost of OCIP Coverages were not excluded from the proposal or request, a deductive change order will be issued to remove these costs. Please refer to section 4.2 of this Manual.

5.0 INSURANCE COVERAGE

5.1 Covered Parties

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

General Contractor and enrolled and eligible Subcontractors of all tiers must have an Experience Modification Rate (EMR) of 1.25 or less.

5.2 Parties Not Covered

Structural Demolition, hazardous materials remediation, removal, and/or transport companies and their consultants; Architects, surveyors, engineers, and soil testing engineers, consultants, testing and balancing firms; security guard firms and other professional services firms; Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers, and others that merely transport, pick up, deliver, or carry materials, personnel, parts, or equipment, or any other items or persons to or from the Project Site; Sole proprietors with no Workers' Compensation Insurance or Health Insurance; employee leasing firms; Exterior Insulation Finishing System contractors; Subcontractors of any tier that do not perform any actual labor at the Project Site; and any parties or entities specifically identified or excluded by the Owner, in its sole discretion, even if they are otherwise eligible.

Excluded Parties shall not be permitted to work on the Project until they have provided to Monterey County evidence of their compliance with the insurance requirements as outlined in the Contract document.

5.3 Exclusion of Parties from the OCIP

The Sponsor has the exclusive right to exclude other parties from participating in the OCIP. Such Excluded Parties, who will not be covered under the OCIP, must comply with the insurance requirements as outlined in the Contract document.

5.4 Evidence of OCIP Coverage

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

5.5 Description of Insurance Coverages

The following coverage is provided by the OCIP:

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

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

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

5.5.1 Workers' Compensation and Employer's Liability Insurance

Workers' Compensation and Employer's Liability

Part One: Workers' Compensation Statutory Limit

Part Two: Employer's Liability Annual Limits Per Insured

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

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

5.5.2 Commercial General Liability Insurance

	Limits of Liability Shared by All Insureds for All Projects
<u>General Aggregate (Reinstates Annually)</u>	<u>\$ 4,000,000</u>
<u>Products/ Completed Operations Aggregate</u>	<u>\$ 4,000,000</u>
<u>Personal/ Advertising Injury</u>	<u>\$ 2,000,000</u>
<u>Each Occurrence Limit</u>	<u>\$ 2,000,000</u>
<u>Fire Damage Legal Liability (any one fire)</u>	<u>\$ 300,000</u>
<u>Medical Expense</u>	<u>\$10,000</u>
Products/Completed Operations Tail	10 years/Statute of Limitation
Deductible	Paid for by Sponsor

The deductible will apply only to loss covered by insurance policies in the OCIP. The deductible does not impose upon the Sponsor any duties of an insurer toward Participant.

A single General Liability policy will be issued covering all Insureds.

Participant is responsible for an Obligation for General Liability losses attributable to Participant as described in the Contract.

Contract Value (Bid/Proposal Price) @ Time of Loss Reported	Obligation
Less than \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
Greater than \$5,000,000	\$25,000

5.5.3 Excess Liability Insurance

	Program Limits of Liability Shared by All Insureds for All Projects
Each Occurrence Limit	\$ 100,000,000
<u>Annual General Aggregate Limit</u>	<u>\$ 100,000,000</u>
<u>Follow Form Excess Policy</u>	

5.6 OCIP Termination or Modification

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

6.0 REQUIRED COVERAGE FOR PARTICIPANTS AND EXCLUDED PARTIES

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

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

General Contractor and all Subcontractors of any tier are responsible for monitoring their lower tier subcontractors' insurance documents, whether enrolled or excluded. The Sponsor reserves the right to disapprove the use of parties unable to meet the insurance requirements. Certificates evidencing compliance shall be submitted to Sponsor.

The limits of liability shown for the insurance required of the General Contractor and all Subcontractors of any tier are minimum limits only and are not intended to restrict the liability imposed for Work performed under their Contract.

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

Excluded parties must maintain all insurance required below, and all insurance required by Contract Documents.

6.1 Workers' Compensation

All Participants and Excluded Parties shall maintain at their own expense Workers' Compensation Insurance applicable to their employees who are not covered under the OCIP workers' compensation policy. The insurance shall provide limits as follows:

Workers' Compensation and Employer's Liability

Part One:	Workers' Compensation	Statutory Limit
Part Two:	<u>Employer's Liability</u>	<u>Annual Limits Per Insured</u>
	Bodily Injury by Accident, each accident	\$1,000,000
	Bodily Injury by Disease, each employee	\$1,000,000
	<u>Bodily Injury by Disease, policy limit</u>	<u>\$1,000,000</u>

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

A certificate of insurance evidencing this coverage shall be provided to Monterey County, and shall also provide for no less than thirty (30) days written notice of any change in coverage, cancellation, or non-renewal.

6.2 General Liability

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

General Liability and/or Excess Liability

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

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

A certificate of insurance evidencing this coverage shall be provided to Monterey County, shall also provide for no less than thirty (30) days written notice of any material change in coverage, cancellation, or non-renewal. This insurance shall be endorsed to name General Contractor, the County of Monterey and County's board members, officials, officers, agents, employees and volunteers as additional insureds and evidenced of such status via additional insured endorsement(s).

6.3 Business Auto Liability

General Contractor and all Subcontractors of every tier will maintain at their own expense Automobile Liability Insurance covering the operations, maintenance, use and loading and unloading of all owned, non-owned, and hired vehicles. As such, all Contractors of any tier shall furnish to Monterey County a Certificate of Insurance showing such coverage with the following minimum limits of liability and further providing no less than thirty (30) days prior written notice to Monterey County of any material change in the insurance, cancellation, or non-renewal. This insurance shall be endorsed to name General Contractor, the County of Monterey and County's board members, officials, officers, agents, employees and volunteers as additional insureds and evidenced of such status via additional insured endorsement(s):

Business Auto Liability

Combined Single Limit: Bodily Injury and/or Property Damage	\$1,000,000
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All Participants and Excluded Parties shall provide evidence of automobile liability. The OCIP does not cover automobile liability.

6.4 Construction Equipment Insurance

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

6.5 Professional Liability Insurance (Errors & Omissions)

The contract identifies Project parties required to provide professional liability insurance, and the amounts thereof. ***The OCIP does not provide Professional Liability insurance.***

6.6 Conditions of Understanding

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

6.7 Other Insurance Required

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

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

7.0 CLAIM PROCEDURES

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

7.1 Workers' Compensation Claims

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

An Employer's First Report of Injury [(Form 5020)] must be completed and submitted to the on-site safety representative, along with the [DWC-1] (Employee's Claim) and the Supervisor's Report of Injury Form.

The OCIP Administrator will provide claims kits to all Participants. These kits will include all the necessary claim forms and specific instructions for filing claims. Additional kits or claim forms may be obtained from the OCIP Administrator.

The OCIP Administrator and the insurer will arrange with preferred medical providers meeting the approval of the Sponsor for treatment of all minor or non-life-threatening injuries. A list of the providers will be provided to all Participants.

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

7.2 General Liability Claims

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

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

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

7.3 Property Claims

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

7.4 Automobile Claims

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

In addition to reporting the claim to its own insurer, each General Contractor or Subcontractors of any tier shall report all accidents occurring in or around the job site to the on-site General Contractor's Safety Supervisor within 48 hours. These accidents will be investigated with regard to any liability arising out of the Project construction activities that could result in future claims. Each shall cooperate in the investigation of all automobile accidents.

8.0 APPENDIX

- Enrollment: – **ONLINE SUBMISSION REQUIRED** see Alliant WrapX Online Enrollment Instructions
- Insurance Cost Worksheet – **ONLINE SUBMISSION REQUIRED**
- Monthly On-Site Payroll Report – **ONLINE SUBMISSION REQUIRED**
- Notice of Work Termination – **ONLINE SUBMISSION REQUIRED**
- Notice of Contract Award – **ONLINE SUBMISSION REQUIRED**
- Sample Off-Site Certificate of Insurance for Enrolled Parties
- Sample Certificate of Insurance for Excluded Parties

Alliant WrapX Enrollment Process

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

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

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

Contract Information Edit

• Contract description is required.

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

Address Information Edit

Address Type	Address Line 1	Address Line 2	City	State	ZipCode	Prima
Administrator	Office Address	A102	CA	CA	44100	✓

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

Required Information for Online Enrollment

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

INSURANCE COST WORKSHEET

Section I

Contract/Bid Information

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

Section II

Calculate your insurance premium.

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

Attach separate worksheet if more codes apply.

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

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

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

Deductible Program? Yes

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

Excess Liability Is your Excess coverage Auditable (Flat)? Yes *

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

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

I hereby warrant that this worksheet reflects the projected insurance cost that would apply in the event that my regular insurance program was in force at this Location. I also recognize that Monterey County or their Representative - Wrap-Up Administrator, Alliant, may request copies of my actual policies to confirm these costs. *Please be sure to attach your applicable WC, GL and Umbrella/Excess rate pages, along with your Experience Modification worksheet, Schedule of Value, and 5yr loss experience for each line of coverage that you retain a Deductible of Self-Insured Retention so that we may verify the information supplied on this form*

Signature: _____ Date: _____

Name: _____ Title: _____

APPENDIX –Sample Certificate for Enrolled Parties

CERTIFICATE OF INSURANCE						DATE (MM/DD/YY)	
PRODUCER Insurance Broker Name & Address			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
COMPANIES AFFORDING COVERAGE							
INSURED Company Name Company Address			COMPANY A Insurance Carrier Name		COMPANY B Insurance Carrier Name		
COMPANY C Insurance Carrier Name							
COVERAGES							
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.							
CO LT R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONT PROT	Policy Number	Effective Date	Expiration Date	GENERAL AGGREGATE		2,000,000
					PRODUCTS-COMP/OP AGG		2,000,000
					PERSONAL & ADV INJURY		\$1,000,000
					EACH OCCURRENCE		\$2,000,000
					FIRE DAMAGE (Any one fire)		\$100,000
					MED EXP (Any one person)		\$5,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Policy Number	Effective Date	Expiration Date	COMBINED SINGLE LIMIT		\$1,000,000
					BODILY INJURY (Per		\$
					BODILY INJURY (Per		\$
					PROPERTY DAMAGE		\$
					AUTO ONLY - EA ACCIDENT		\$
	GARAGE LIABILITY ANY AUTO	Policy Number	Effective Date	Expiration Date	OTHER THAN AUTO ONLY:		
					EACH ACCIDENT		\$
					AGGREGATE		\$
					EACH OCCURRENCE		\$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM	Policy Number	Effective Date	Expiration Date	AGGREGATE		\$
					EACH OCCURRENCE		\$
					AGGREGATE		\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ INCL PARTNERS/EXECUTIVE EXCL OFFICERS ARE: OTHER	Policy Number	Effective Date	Expiration Date	STATUTORY LIMITS		
					EACH ACCIDENT		\$1,000,000
					DISEASE - POLICY LIMIT		\$1,000,000
					DISEASE - EACH EMPLOYEE		\$1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Monterey County Juvenile Hall Project. General Contractor, The County of Monterey and County's board members, officials, officers, agents, employees and volunteers are included as additional insureds on a primary and noncontributory basis on the above policies with the exception of Worker's Compensation and Professional Liability. Additional Insured status for General Liability is per attached endorsement(s) (CG 20 10 11/85, or CG 20 33 10/01 plus CG 20 37 10/01, or equivalent, must be attached). Waiver of Subrogation applies to the extent allowed by law. General Liability and Worker's Compensation apply off-site.							
CERTIFICATE HOLDER				CANCELLATION			
Monterey County Juvenile Hall Project c/o Alliant Insurance Services 333 S. Hope St., Suite 3750 Los Angeles, CA 90071				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE			
ACORD 25-S (3/93) © ACORD CORPORATION 1993							

007201 - 28 Appendix

Project: SCHILLING PLACE TENANT IMPROVEMENTS
 Project No. 8862 Bid No. 10569
 Insurance Procedures Manual 04/01/2016



APPENDIX – Sample Certificate for Excluded Parties

CERTIFICATE OF INSURANCE					DATE (MM/DD/YY)	
PRODUCER Insurance Broker Name & Address			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
COMPANIES AFFORDING COVERAGE						
INSURED Company Name Company Address			COMPANY A Insurance Carrier Name <hr/> COMPANY B Insurance Carrier Name <hr/> COMPANY C Insurance Carrier Name			
COVERAGES						
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.						
COLT R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONT PROT	Policy Number	Effective Date	Expiration Date	GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OP AGG	\$2,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURRENCE	\$2,000,000
					FIRE DAMAGE (Any one fire)	\$100,000
					MED EXP (Any one person)	\$5,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Policy Number	Effective Date	Expiration Date	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (Per	\$
					BODILY INJURY (Per	\$
					PROPERTY DAMAGE	\$
					AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
	GARAGE LIABILITY ANY AUTO	Policy Number	Effective Date	Expiration Date	EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM	Policy Number	Effective Date	Expiration Date	EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ INCL PARTNERS/EXECUTIVE EXCL OFFICERS ARE:	Policy Number	Effective Date	Expiration Date	STATUTORY LIMITS	
					EACH ACCIDENT	\$1,000,000
					DISEASE - POLICY LIMIT	\$1,000,000
					DISEASE - EACH EMPLOYEE	\$1,000,000
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Monterey County Juvenile Hall Project. General Contractor, The County of Monterey and County's board members, officials, officers, agents, employees and volunteers are included as additional insureds on a primary and noncontributory basis on the above policies with the exception of Worker's Compensation and Professional Liability. Additional Insured status for General Liability is per attached endorsement(s) (CG 20 10 11/85, or CG 20 33 10/01 plus CG 20 37 10/01, or equivalent, must be attached). Waiver of Subrogation applies to the extent allowed by law. All coverages apply on-site and off-site.						
CERTIFICATE HOLDER			CANCELLATION			
Monterey County Juvenile Hall Project c/o Alliant Insurance Service 333 S. Hope St., Suite 3750 Los Angeles, CA 90071			SHOULD ANY OF ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE.			
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