

California Department of Transportation

**Owner Controlled Insurance Program
(OCIP)**



OCIP Manual

**SFOBB Seismic Safety Projects
Oakland Touchdown**

Contract # 04-0120L4

**OWNER CONTROLLED INSURANCE PROGRAM
MANUAL for the**

California Department of Transportation's

**SFOBB-Seismic Safety Projects
Oakland Touchdown
Contract # 04-0120L4**

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Table of Contents

SECTION 1	Overview	1
	About This Manual	2
	What This Manual Does	2
	What This Manual Does Not Do	2
	Questions Concerning OCIP	2
	General Liability Deductible Assessment	3
SECTION 2	Project Directory, Insurers & Definitions	4
	SFOBB Seismic Safety Projects / Oakland Touchdown	4
	OCIP Administration	4
	OCIP Insurers	4
	Project Definitions	6
SECTION 3	OCIP Insurance Coverage	9
	Summary Description of OCIP Coverages	9
	Workers' Compensation and Employer's Liability	9
	Commercial General Liability	10
	Excess Liability	12
	Evidence of OCIP Coverages	13
SECTION 4	Contractor-Furnished Insurance	14
	Verification of Required Coverages	14
	Required Insurance Coverage	15
	Workers' Compensation and Employer's Liability	15
	Commercial General Liability	16
	Automobile Liability	16
	Excess/Umbrella Liability	16
	Professional Liability	16
	Contractor's Tools and Equipment Floater	17
	Protection and Indemnity (P&I) Insurance and Hull Coverage	17
SECTION 5	Contractor Responsibilities	18
	Contractor Bids and Change Orders	19
	Bids Include Insurance Costs	19
	Change Order Procedures	19
	Enrollment	19
	Confirmation of Enrollment Evidence of OCIP Coverages	21
	Assignment of Return Premiums	21
	Payroll Reports	21
	Insurance Company Payroll Audit	22
	Off-Site Locations	23
	Safety Guidelines	23
SECTION 6	Claim Procedures	24
	General Procedures	24
	Investigation Assistance/Confirmation of Claim Receipt	25
	Workers' Compensation Claims	25
	Liability Claims	28
	Property Claims	29
	Automobile Claims	29
SECTION 7	Typical Questions And Answers	30
	Workers' Compensation And Employers' Liability Insurance	32
	Personal Injury, Bodily Injury And Property Damage Liability Insurance	32
SECTION 8	OCIP Forms & Exhibits	34

Overview

Welcome to the California Department of Transportation's Owner Controlled Insurance Program (OCIP)

The California Department of Transportation ("Department"), has arranged for specific construction projects to be insured under an Owner Controlled Insurance Program (the "OCIP"). An OCIP is a series of insurance policies issued by one or more insurance companies to cover the Contractor and eligible subcontractors of all tiers on a given contract. The OCIP requirements do not create any contractual relationship between the subcontractors and the Department. The Contractor shall be responsible for compliance with all OCIP requirements for itself and all its enrolled subcontractors of all tiers. Certain Contractors and Subcontractors are **excluded** from this OCIP. Refer to Section 2 of this manual.

The OCIP provides coverage for Enrolled Contractors (as defined in Section 2) for their work activities performed at the Job Site (as defined in Section 2). The Department has arranged at its own cost for the following coverage for OCIP participants: Workers' Compensation (including Longshoremen's and Harbor Workers' compensation), Employer's Liability, General Liability and Excess Liability. This coverage shall be primary insurance for all activities performed on the Job Site. Refer to Section 4 for additional insurance to be provided by the Contractor and its Subcontractors of any tier.

Participation in the OCIP is mandatory but not automatic. The Department has the right to determine eligibility. Each eligible contractor must follow the enrollment procedures shown in the Department's OCIP Manual. Eligible contractors include all contractors and subcontractors providing direct labor on the project. Temporary labor services and employee leasing companies are to be treated as eligible contractors. Upon OCIP enrollment completion, an eligible contractor will become an enrolled contractor.

All contractors are required to maintain their own insurance programs, whether they are enrolled in the OCIP or not. Enrolled parties should notify their insurer(s) to exclude exposures relating to the OCIP from their primary insurance program. This is to ensure contractors are not double charged for the on-site activities of this Contract covered under this OCIP. If enrolled parties decide to maintain other insurance, any additional coverage purchased will be at their option and expense. A contractor should notify its insurer(s) to endorse its coverages to be excess and contingent, over the coverages provided under this OCIP for on-site activities, at its own expense.

NOTE: Insurance coverages and limits provided under the OCIP are limited in scope and apply only to Work performed on-site after the OCIP enrollment date. Please be sure to share this manual with your insurance representative. Any additional coverage you may wish to purchase will be at your option and expense.

About This Manual

What This Manual Does

This Manual:

- ✓ Identifies responsibilities of the various parties involved in the project
- ✓ Provides a basic description of the OCIP coverage and program structure
- ✓ Describes audit and administrative procedures
- ✓ Provides answers to basic questions about the OCIP
- ✓ Will be updated as necessary

What This Manual Does Not Do

This Manual does not:

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

Questions Concerning OCIP

Refer questions concerning the OCIP, its administration or coverages to the appropriate party identified in the following Project Directory. There are answers to frequently asked questions in Section 7 of this manual.

Disclaimer

The information in this manual is intended to outline the OCIP. If any conflict exists between the Department's OCIP Manual and the OCIP Insurance Policies or Contract between the Department and Contractor, OCIP Insurance Policies or Contracts will govern.

Section 1 -- OVERVIEW

General Liability Deductible Assessment

Safety on the Job Site is important to the Department. Enrolled Contractors are required to implement certain safety procedures as specified in the Contract.

To encourage adherence to safe practices by all parties, the Department requires Enrolled Contractors to pay a deductible assessment for a General Liability loss chargeable to the Contractor or subcontractor primarily responsible for causing any loss as determined by the OCIP insurance company. The assessment will equal the deductible under the Contractor's or subcontractor's regular (non-OCIP) commercial general liability policy up to a maximum assessment of \$25,000. The minimum assessment shall be the actual loss or \$5,000 whichever is less. The assessment shall be applied to each "occurrence" as that term is defined in the general liability insurance policy.

If the loss exceeds \$5,000 and information necessary to determine the Contractor's or subcontractor's deductible as stated on the contractor's insurance policy is not available to the OCIP administrator, the OCIP administrator will notify the Department to charge the Contractor or its subcontractor the actual loss up to \$25,000 maximum per occurrence until receipt of documentation from the Contractor's or its subcontractor's policy evidencing the actual deductible.

The responsible contractor or subcontractor will be notified of such claims and its input sought for claims investigation, but final determination of liability and payment will be made by the OCIP insurer. The "General Liability Deductible Assessment" is not covered by the OCIP and Enrolled Contractors who procure coverage for any portion of such deductible assessment amount do so at their own expense. The California Department of Transportation will not reimburse or otherwise pay for such additional insurance coverage. The cost of such additional insurance coverage must be excluded from each Enrolled Contractor's proposal price and any payment requests.

The Department will withhold from the Contractor's progress payment the amount of the General Liability Deductible Assessment. Due to the potential development of claims costs in the course of handling any OCIP claim, the amount of the General Liability Deductible Assessment withheld might be in excess of the actual claim costs. In that case, the difference between the actual claims costs and the General Liability Deductible Assessment amount withheld will not be released until such time the OCIP Insurance Company has confirmed closure of the claim file.

NOTE: Should any Deductible Assessment amounts be due, the Department reserves the right to withhold such monies from progress payments under the Contract.

OCIP Project Directory

SFOBB Seismic Safety Projects: Oakland Touchdown

After-hours emergency number: 911

CALIFORNIA DEPARTMENT OF TRANSPORTATION				
Position	Contact	Telephone	Fax	E-mail
Office Chief, Risk Management	Victor J. Salazar, P.E	(916) 651-8312	(916) 654-5990	victor_salazar@dot.ca.gov
Senior Engineer / OCIP Manager	Kha Hoang	(916) 654-4347	(916) 654-5990	kha_hoang@dot.ca.gov
Construction Manager	Amer Bata	(510) 622-5140	(510) 622-5165	amer_bata@dot.ca.gov
Resident Engineer	Ben Ghafghazi	(510) 286-0352	(510) 622-5165	ben_ghafghazi@dot.ca.gov
Safety Engineer	Ravinder Kundra	(510) 224-6399	(510) 622-5165	ravinder_kundra@dot.ca.gov

OCIP Administrator: Willis

Willis Insurance Services of California
 One Bush Street, Suite 900
 San Francisco, CA 94104-4415
 Main telephone: (415) 981-1141

Position	Contact	Direct Line	Fax	E-mail
OCIP Program Manager	Ryan Jang	(415) 291-1511	(415) 982-7978	ryan.jang@willis.com
OCIP Account Executive	Mimi Lee	(415) 955-0171	(415) 982-7978	mimi.lee@willis.com
OCIP Director	Hugh Coyle	(415) 955-0164	(415) 982-7978	hugh.coyle@willis.com
Safework – Loss Control Consultant	Richard Hill	(916) 248-2492	(916) 361-8400	richardh@safeworkinc.com

Section 2 -- Project Directory, Insurers & Definitions

OCIP Insurers: AIG Companies

Line of Coverage	Insurer(s)	Effective Date
General Liability	American Home Assurance	7/30/2007
Workers' Compensation	American Home Assurance	7/30/2007
Excess Liability, 1 st Layer	Lexington Insurance	7/30/2007
Excess Liability, 2 nd Layer	Starr Excess International	7/30/2007

OCIP Insurers: AIG Companies – Claims

Position	Contact	Direct Line	Fax	E-mail
24 hour Initial Claims Reporting – Workers' Compensation (WC)	N/A	(800) 910-2667	(866) 739-6981	N/A
Initial Claims Reporting – General Liability (GL)	OCIP Administrator	See Above	See Above	See Above
Pre-Injury Consultant / Medical Provider Inquiries	Deborah Weinberger	(925) 901-2302	(866) 810-7584	deborah.weinberger@aig.com

Project Definitions

The following list identifies key definitions used in this Manual.

CONTRACT:	A written agreement between the California Department of Transportation and the Contractor for specific Work; also includes any agreement between Contractor and a Subcontractor of any tier for specific Work.
CONTRACTOR (SUBCONTRACTOR):	A person, firm, joint venture, corporation or other entity that has entered into a Contract with either the Department (in the case of the Contractor) or Contractor (in the case of a Subcontractor) to perform Work at the Job Site.
CONTRACTOR'S SAFETY REPRESENTATIVE	The Contractor shall develop its own written Site-Specific Safety Program (SSSP) and provide its own Safety Representative. The ultimate responsibility for providing a safe place to work rests with the Contractor.
DEPARTMENT:	California Department of Transportation
DEPARTMENT'S CONSTRUCTION SAFETY REPRESENTATIVE	The individual or firm (Safeworks) retained by the Department to assist the Resident Engineer in monitoring the safety activities of the Contractor and all subcontractors at the project site. The OCIP Administrator and Safeworks, along with the Insurance Company's safety representative, will conduct periodic site safety inspections to assure compliance with the Contractor's Site-Specific Safety Program.
DEPARTMENT'S RESIDENT ENGINEER	The Resident Engineer will monitor the Contractor's construction safety program and ensure the Contractor complies with all aspects of the Contract including the applicable Construction Safety Orders. The state-enforcing agency for safety regulations is Cal/OSHA.
ELIGIBLE PARTIES:	Any party, except Excluded Parties, who will be performing labor or services at the Job Site is eligible to enroll in the OCIP. Department shall make the final determination as to whether a party is eligible to be enrolled in the OCIP.
ENROLLED CONTRACTORS:	Those Contractors and Subcontractors who have submitted all necessary enrollment information and have been accepted into the OCIP as evidenced by issuance of a confirmation letter and certificate of insurance issued from the OCIP Administrator. The date of the enrollment shall be established on the OCIP Certificate of Insurance.
EXCLUDED PARTIES:	The following parties may not participate or be enrolled in the OCIP and must maintain the insurance coverage specified in <u>Contractor-Furnished Insurance</u> of the special provisions and

Section 2 -- Project Directory, Insurers & Definitions

outlined in Section 4 of this Manual. Please contact the OCIP Administrator for questions regarding OCIP eligibility.

- a) Hazardous materials remediation, removal transport companies and their consultants.
- b) Architects, surveyors, engineers, and soil testing engineers, and their consultants.
- c) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Job Site.
- d) Contractors and each of their respective Subcontractors who do not perform any actual labor on the Job Site, during the term of the Contract. However, when a subcontractor of an excluded contractor performs actual labor on the Job site (such as installation), that subcontractor shall be enrolled in the OCIP.
- e) Any parties or entities not specifically designated by Department in its sole discretion, even if otherwise eligible.

INSURED: The California Department of Transportation, Enrolled Contractors and Subcontractors, and any other party so named in the insurance policies while performing activities at the Job Site.

INSURERS / INSURANCE COMPANY: The insurance companies named on a policy or certificate of insurance that provide coverage for the OCIP.

OCIP: **Owner Controlled Insurance Program**
A coordinated/consolidated insurance program providing certain coverage summarized in this Manual and defined in the actual OCIP Insurance Policies for the Department, Enrolled Contractors (Contractors & Subcontractors) and Enrolled Contractors performing Work at the Job Site.

OCIP ADMINISTRATOR: Contractor hired by the California Department of Transportation to administer the OCIP and for whom the Eligible/Enrolled Contractors will be working to provide necessary enrollment, payroll, safety, and claims documentation for the OCIP. Willis Insurance Services of California is the Department's representative and the OCIP Administrator for this Project.

OCIP INSURANCE POLICIES: Insurance policies issued for the Department's OCIP providing coverage to Enrolled Contractors for Workers' Compensation (including Longshoremen's and Harbor Workers' compensation), Employer's Liability, General and Excess Liability for work performed on the designated Job Site.

ON-SITE ACTIVITIES: Those activities at the Job Site or emanating from there such as adjacent sidewalks, streets and contiguous areas. The OCIP does not provide insurance coverage for permanent yards or

Section 2 -- Project Directory, Insurers & Definitions

other locations of any Contractor or Subcontractor, except as specifically requested by Contractor, used 100% for the Contract, approved by the Department or Engineer, and scheduled in the insurance policies. All other off-site activities will be covered as per the individual Contractor's insurance program.

**GENERAL LIABILITY
DEDUCTIBLE
ASSESSMENT:**

The amount the Enrolled Contractor is responsible for paying as its contribution for settlement of any loss that is chargeable to the Contractor or its lower-tiered subcontractor primarily responsible for causing any loss as determined by the OCIP insurance company.

JOB SITE:

For purposes of the OCIP, Job Site means the areas within the boundaries of the project and also includes areas adjacent to or nearby where incidental operations are performed, excluding permanent locations of the Contractor and any enrolled subcontractor, other than those areas approved by the Department or the Resident Engineer, as applicable, and scheduled on the OCIP Insurance Policies. Work at the Job Site includes operations necessary or incidental to the project completion.

Unless approved by the Resident Engineer and scheduled in the OCIP Insurance Policies and confirmed in writing by the OCIP Administrator, the following locations will not be covered under the OCIP and will be considered off-site locations: Contractor's and/or subcontractor's of any tier regularly established workplace, plant, factory, office, shop, warehouse, yard or other property even if operations are for fabrications of materials to be used at the Job Site or training of apprentices.

WORK:

Operations as fully described in the Contract also include the entire completed construction Contract(s) or the various separately identifiable parts required of the Contract(s).

Section
3

OCIP Insurance Coverage

This chapter provides a brief summary of OCIP Coverage and is for informational purposes only. Contractor should refer to the actual policies for details concerning coverage, exclusions and limitations.

Summary Description of OCIP Coverages

The OCIP includes the following coverages for Enrolled Contractors performing Work at the Job Site.

Workers' Compensation and Employer's Liability

A separate Workers' Compensation policy will be issued to each Enrolled Contractor.

- COVERAGE:** Statutory benefits required by Workers' Compensation laws of the applicable jurisdiction (excluding monopolistic states) and Employer's Liability
- NAMED INSURED:** Department and Contractors of all tiers enrolled under OCIP
- INSURER:** American Home Assurance Company (AIG)
- A.M. BEST RATING:** A+, XV (Superior)
- POLICY TERM:** Individual Effective Dates for each Enrolled Contractor at as noted in the OCIP Confirmation / Approval to the earliest of each Enrolled Contractor's Work completion or at 12:01 AM, 7/20/2010.
- POLICY FORM:** WC 00 00 01

Policy wording is subject in all respects to the terms, conditions and limitations of the policy in current use by the Insurer, unless otherwise specified.

- LIMITS:**
 - Coverage A:** Workers Compensation - Statutory
 - Coverage B:** Employers Liability – Limits Below
 - Coverage C:** Other States Insurance: NONE

Coverage B	Annual Limits Per Enrolled Contractor
Bodily Injury By Accident - Each Accident	\$1,000,000
Bodily Injury By Disease - Policy Limit	\$1,000,000
Bodily Injury By Disease - Each Employee	\$1,000,000

Section 3 -- OCIP INSURANCE COVERAGE

POLICY ENDORSEMENTS:

- Cancellation Provision - Non Cancelable except Ten (10) days written notice as respects non-payment of premium and/or thirty (30) days written notice as respects non-compliance with safety/loss control recommendations.
- California Endorsement Agreement Limiting & Restricting This Insurance (WC 76 06 H)
- Consent To Transfer Of Your Rights And Duties (WC 99 00 09A)
- California Voluntary Compensation and Employers Liability Coverage (WC 04 03 05)
- California Blanket Waiver of Our Right To Recover From Others Endorsement (WC 04 03 61)
- California Broad Form Alternate Employer Endorsement (WC 04 03 04)
- U.S. Longshoremen & Harbor Workers Act (L&H) - If Any Basis
- Maritime Coverage - If Any Basis
- Federal Employer's Liability Act (FELA) - If Any Basis
- California Sole Proprietor Coverage Endorsement (WC 04 03 04)
- All Mandatory State Endorsements

Commercial General Liability

A single General Liability policy will be issued for all Enrolled Contractors.

COVERAGE:	Liability for Third Party Personal Injury, Bodily Injury and Property Damage resulting from negligent acts and/or omissions of an Enrolled Contractor.
NAMED INSURED:	Department and Contractors of all tiers enrolled under OCIP
INSURER:	American Home Assurance Company (AIG)
A.M. BEST RATING:	A+, XV (Superior)
POLICY TERM:	7/30/2007 to 12:01 AM, 7/30/2010 (3 Years) Plus 10 Years Completed Operations Coverage
POLICY NUMBER:	GL 179-62-68 (automatically renewed with a new policy number to apply at each anniversary)
POLICY FORM:	ISO Commercial General Liability Occurrence Form CG 00 01 12/04 Edition

Policy wording is subject in all respects to the terms, conditions and limitations of the policy in current use by the Insurer, unless otherwise specified:

Section 3 -- OCIP INSURANCE COVERAGE

LIMITS:

<u>Coverage</u>	<u>Limit</u>
Each Occurrence	\$2,000,000
Personal & Advertising Injury Limit	\$2,000,000
General Annual Aggregate	\$4,000,000
Products-Completed Operations Term Aggregate	\$4,000,000

NOTE: All Aggregate Limits reinstate annually except for the 10 year Products/ Completed Operations Aggregate Limit which will have one aggregate for the entire period.

POLICY ENDORSEMENTS:

- Cancellation Provision – Non Cancelable except Ten (10) days written notice as respects non-payment of premium and/or thirty (30) days written notice as respects non-compliance with safety/loss control recommendations
- Broad Form Named Insured (75188)
- Amendment of Duties in the Event of Occurrence, Claim or Suit (61707)
- Additional Insured – Owners, Lessee or Contractors (CG 20 10 11/85) - where required by “Insured Contract”
- Blanket Additional Insured – State or Political Subdivisions (CG 20 12)
- Limitation of Coverage to Designated Premises or Project (CG 21 44)
- Contractual Liability - Railroads (CG 24 17)
- Amendment of Fellow Employee Exclusion (75184 4/00)
- Waiver of Transfer of Rights of Recovery Against Insureds (75190 4/00)
- Completed Operations Extension Endorsement (75158 3/00)
- Incidental Medical Malpractice Liability Coverage (65157 4/96)
- Amendment of Other Insurance (67265 3/97)
- Amendment of Expected or Intended Injury Exclusion (75186 4/00)
- Consent to Transfer Your Rights and Duties (75191)
- Coverage Territory – “OFAC” (89644)

POLICY EXCLUSIONS:

- Nuclear Energy Liability Exclusion Endorsement (IL 00 21)
- Employment Related Practices Exclusion (CG 21 47 10/93)
- Contractors - Professional Liability Exclusion (CG 22 79 7/98)
- Asbestos and Silica Exclusion (82540 6/03)
- Radioactive Matter Exclusion (62898 9/01)
- Total Lead Exclusion (58332 7/93)
- Fungus Exclusion (78689 8/01)
- Terrorism Exclusion (81127 11/02)
- Exclusion for Continuing or Progressive Bodily Injury, Personal Injury or Property Damage (69186 10/01)
- EIFS Exclusion (CG 21 86)
- Total Pollution Exclusion (CG 21 49 9/99)

Section 3 -- OCIP INSURANCE COVERAGE

- Exclusion – Damage to Property (Builder’s Risk Exclusion) (81705 3/03)
- Violation of Statues in Connection with Sending, Transmitting or Communicating any Material or Information (87295)

NOTE:

This insurance does **NOT** provide coverage for products liability of any enrolled party, vendor, supplier, installer, off-site fabricator, material dealer or other party for any product manufactured, assembled or otherwise worked upon away from the Job Site.

General Liability Deductible Assessment

Contractor is liable to Department for a Deductible Assessment per occurrence when the Contractor or its subcontractor of any tier is primarily responsible for such loss as determined by the OCIP insurance company. The responsible contractor or subcontractor will be notified of such claims and its input sought for claims investigation, but final determination of liability and payment will be made by the OCIP insurer. The Department will withhold from the Contractor's progress payment the amount of the General Liability Deductible Assessment. The Deductible Assessment will equal the deductible under the Contractor's or its subcontractor's regular (non-OCIP) commercial general liability policy up to a maximum assessment of \$25,000. The minimum assessment shall be the actual loss or \$5,000 whichever is less.

If the loss exceeds \$5,000 and information necessary to determine the Contractor's or subcontractor's deductible as stated on the contractor's insurance policy is not available to the OCIP administrator, the OCIP administrator will notify the Department to charge the Contractor or its subcontractor the actual loss up to \$25,000 maximum per occurrence until receipt of documentation from the Contractor's or its subcontractor's policy evidencing the actual deductible.

Excess Liability

A single excess liability policy will be issued for all Enrolled Contractors.

COVERAGE:	Follow form excess liability (provisions, coverages, exclusions, etc.) of underlying Commercial General Liability and Employer's Liability policy wording Follow Form Excess Liability
NAMED INSURED:	Department and Contractors of all tiers enrolled iunder OCIP
INSURERS:	Lexington Insurance / Starr Excess Liability Insurance
A.M. BEST RATING:	A+, XV (Superior)
POLICY TERM:	7/30/2007 to 12:01 AM, 7/30/2010 (3 Years) Plus 10 Years Completed Operations Coverage
POLICY NUMBERS:	Various Per Table Below
POLICY FORM:	Manuscripted - FF-03 (5/05) / FF-04 (8/06)

Section 3 -- OCIP INSURANCE COVERAGE

Policy wording is subject in all respects to the terms, conditions and limitations of the policy in current use by the Insurer, unless otherwise specified:

LIMITS: Combined Single Limit Bodily Injury and / or Property Damage – Other than Automobile Liability

<u>Layer No.</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Limit Shared by All Enrolled Contractors</u>	<u>Cumulative Limit</u>
1	Lexington	UL74167	\$50,000,000 Excess of \$2,000,000 / \$4,000,000	\$52,000,000 Each Occurrence \$54,000,000 Aggregate
2	Starr Excess	UL74168	\$50,000,000 Excess of \$52,000,000 / \$54,000,000	\$102,000,000 Each Occurrence \$104,000,000 Aggregate

POLICY ENDORSEMENTS:

- All Aggregate Limits reinstate annually except for the 10 year Products/Completed Operations Aggregate Limit which will have one aggregate for the entire period.
- Underlying Schedule includes: Employer’s Liability and General Liability noted in this Section

Evidence of OCIP Coverages

Each Enrolled Contractor will be issued an individual workers' compensation policy by the Insurance Company. The OCIP Administrator will provide a certificate of insurance evidencing workers' compensation, general liability and excess liability to each Enrolled Contractor. Other documentation including the Monthly Payroll Reporting Form will be furnished to each Enrolled Contractor. Copies of OCIP Insurance Policies will be furnished upon written request to OCIP Administrator.

Section
4

Contractor Furnished Insurance

Contractors and all Subcontractors are required to maintain coverage to protect against losses that occur away from the Job Site or that are otherwise not covered under the OCIP.

Contractors and Subcontractors are required to maintain insurance coverages not provided under the OCIP Insurance Policies for the duration of the Contract. The additional insurance is to cover the Contractor's and Subcontractor's operations performed away from the Job Site, from liabilities not covered by the OCIP, or from liabilities of operations performed by Excluded Parties. Such insurance coverages must name the State, including its officers, directors, agents (excluding agents who are design professionals), and employees as additional insureds by attaching an Additional Insured endorsement to the certificate of insurance. Insurance requirements depend on Contractor's status as an Enrolled or Excluded Party.

- ✓ **Enrolled Contractors** must provide evidence of Workers' Compensation, General Liability and Excess/Umbrella Liability insurance for *off-site activities* and all other insurance for both *on-site* and *off-site* activities as per the insurance specifications in the Contract. See Section 2 for the definition of Enrolled Contractors.
- ✓ **Excluded Parties** must provide evidence of insurance for all activities including **both** *on-site* and *off-site* activities as per the insurance specifications in the Contract. See Section 2 for the definition of Excluded Parties.

Verification of Required Coverages

See Section 8 for sample Certificate of Insurance.

Contractors and Subcontractors shall provide verification of insurance to the Resident Engineer within ten (10) days of Contract Award, prior to mobilization and within ten (10) days of any renewal, change or replacement of coverage (following Notice of Award of the Contract). **Please note that Contractors' and Subcontractors' required insurance coverages must provide for thirty (30) days notice of cancellation, waiver of subrogation and additional insured status. Prior to being permitted on the Job Site, Contractors and Subcontractors shall provide the required additional insured endorsements to the Resident Engineer.**

Section 4 -- CONTRACTOR-FURNISHED INSURANCE

Required Waivers and Additional Insured Wording

General Liability, Automobile Liability, Umbrella/Excess Liability and Property Insurers shall provide Waivers of Subrogation in favor of the State and other designated parties required by contract.

Automobile Liability, General Liability and Excess/Umbrella Liability Policies will name **the State of California – Department of Transportation (CalTrans), the East Bay Municipal Utility District, and their respective officers, directors, agents and employees, and any other party identified by the CalTrans** severally as Additional Insureds through policy endorsements submitted to the OCIP Administrator. Policies shall by endorsement contain a standard cross-liability clause (Separation of Insureds clause), and will state that such insurance (for coverages not provided under the OCIP Insurance Policies) is afforded on a primary and non-contributory basis.

Contractors are responsible for monitoring their Enrolled Subcontractors and Excluded Parties' Certificates of Insurance.

These minimum insurance requirements do not limit in any way the Contractor's or Subcontractor's obligation under any indemnification agreement within the Contract. The Contractor and each Subcontractor shall agree that it is the intent of the parties to this Contract that all available limits of contractor insurance shall apply to any loss off site or otherwise not covered by the OCIP and that these minimum requirements do not in any way limit the coverage of umbrella or excess policies for any loss to which such insurance would otherwise apply, including coverage for additional insureds.

The limits of liability shown for the insurance required of the Contractors and Subcontractors are minimum limits only and are not intended to restrict the liability imposed on the Contractors and Subcontractors for work performed under their Contract. See Contract for detailed requirements.

Required Insurance Coverage

Workers' Compensation and Employer's Liability

Part One - Workers' Compensation: **Statutory Limit**

Part Two - Employer's Liability: **Annual Limits per Enrolled Contractor**

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

Section 4 -- CONTRACTOR-FURNISHED INSURANCE

Commercial General Liability

Coverage must be on an occurrence basis and apply to bodily injury and property damage for operations, including explosion, collapse and underground coverage, independent contractors, products and completed operations. Coverage must be at a minimum as broad as the Insurance Services Offices (ISO) form 00 01 with limits no less than those provided below.

	<u>Limits of Liability</u>
Each Occurrence Limit	\$1,000,000
General Aggregate (Annual)	\$2,000,000
Products-Completed Operations Aggregate (Annual)	\$2,000,000

Automobile Liability

Automobile liability insurance, including owned, non-owned and hired autos with limits no less than \$1,000,000 combined single limit per accident.

Excess/Umbrella Liability

\$2,000,000 Umbrella or excess liability insurance containing a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

Coverage shall apply and follow form over primary coverages shown above. Limits shall apply per any one occurrence and general aggregate annually; and annual aggregate products and completed operations. Coverages and terms shall include: excess of general liability; excess of employer's liability; excess of products-completed operations, and excess of commercial automobile liability.

NOTE: No umbrella or excess liability insurance is required of an eligible and enrolled subcontractor who performs less than \$100,000 of the contracted work.

Professional Liability

If the Contractor's work requires design or design-assist services, the Contractor shall obtain and maintain, or require its subcontractors responsible for performing such design or design-assist services to obtain and maintain, at all times during the term of this contract, professional liability (errors and omissions) insurance for all professional services provided. This professional liability insurance shall include full prior acts coverage sufficient to cover the services under this contract, the limits of which shall be not less than \$1,000,000 per claim written on a claims-made basis. Professional liability insurance shall be maintained during the term of the contract and for so long as the insurance is reasonably available as specified, for a period of no less than 5 years after completion of the services.

Section 4 -- CONTRACTOR-FURNISHED INSURANCE

Contractor's Tools and Equipment Floater

The OCIP **does not** provide coverage for Contractors and Subcontractors personal property.

The Contractor shall be responsible for any insurance it may deem necessary for protection against loss of owned, rented, or borrowed capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffolding, staging, trailers, cranes, towers, and forms owned, rented, or borrowed by the Contractor or its subcontractors. The Department will have no liability with respect to such equipment and tools. The Contractor hereby waives any rights of recovery against Department for damage to or loss of such equipment or tools. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage does not obligate the Department or its agents and employees for any losses on owned, rented, or borrowed equipment. Any policies maintained by the Contractor on their owned or rented equipment and materials shall contain a provision requiring the insurance companies to waive their rights of subrogation against the Department. The Contractor shall obtain similar waivers in favor of the Department and its agents and employees from each subcontractor with whom it contracts to work on this project or any other project with the Department.

Protection and Indemnity (P&I) Insurance and Hull Coverage

Whatever coverage the Contractor may deem necessary for protection against maritime risks in connection with operating a vessel or barge. The Department will have no liability with respect to such maritime liability and/or damage to a vessel. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage does not obligate the Department or its agents and employees for any losses on owned, rented, leased or borrowed vessels. Any policies maintained by the Contractor on vessels shall contain a provision requiring the insurance companies to waive their rights of subrogation against the Department.

Contractor Responsibilities

Throughout the course of the Contract, Enrolled Contractors and Subcontractors will be responsible for reporting and maintaining certain records as outlined in this section.

The Contractor is required to cooperate with Department and the OCIP Administrator in all aspects of OCIP operation and administration. Specific responsibilities include, but are not limited to:

- ✓ Include in its bid the costs of procuring and maintaining from the beginning of work through contract acceptance, the insurance coverages with the indicated limits or coverages as required by laws and regulations, whichever is greater.
 - After contract approval, the Department will execute a deductive change order reducing the total bid by an amount equal to the cost of insurance as identified by CT OCIP Form 1.
- ✓ Comply with the General Liability Deductible Assessments (Obligations) as required by the Contract.
- ✓ Provide each Subcontractor with a copy of the OCIP Manual
- ✓ Require that all eligible Subcontractors performing Work at the Job Site are enrolled in the OCIP prior to working on the site
- ✓ Include OCIP provisions in all subcontracts as appropriate
- ✓ Notify the Resident Engineer of all subcontracts awarded
- ✓ Provide appropriate timely evidence of insurance to the Resident Engineer
- ✓ Maintain and report monthly payroll records
- ✓ Cooperate with the OCIP Administrator's requests for information
- ✓ Comply with insurance, claim and safety procedures
- ✓ Notify the Resident Engineer immediately of any insurance cancellation or non-renewal of Contractor-required insurance
- ✓ Cooperate with the OCIP audits. At the end of the contract and each subcontract and at any other time as determined by the Resident Engineer, an audit will be performed using the reported payroll and receipts furnished during the OCIP policy term. The Department will deduct all costs of insurance from the contract price and change orders.

Section 5 -- CONTRACTOR RESPONSIBILITIES

- ✓ Provide Managed Provider Network (MPN) packet to all employees working on the Project. See Section 6 – Claims Procedures for more information.

Contractor Bids and Change Orders

See Section 8
Forms

Department provides insurance for all Enrolled Contractors under the OCIP for work performed at the Job Site. The following sections describe the procedures for bids and change orders. Each enrolled Contractor must include the cost of OCIP-provided insurance in all its requests for payment for the work. Section 8 of this Manual contains several worksheets the Contractor/Subcontractor should use to identify its insurance costs for this Contract.

Bids Include Insurance Costs

Each Contractor is required to include the cost of certain insurances in its proposal price for the proposed scope of work (including subcontracts whether or not the Subcontractor is identified at the time of the proposal). The Department will take a deduction for general liability, excess liability and workers' compensation.

Change Order Procedures

Change orders must be similarly priced by Enrolled Contractors to include the cost of certain insurance coverages. Contractors are solely responsible for ensuring that their Subcontractors of all tiers also include the cost of certain insurance coverages in their change orders and requests for payment. The Department will take a deduction for general liability, excess liability and workers' compensation.

Enrollment

Forms to be Submitted

The Contractor shall submit the following forms as specified:

- A. CT OCIP Form 1, Notice of Contract Award and Insurance Enrollment Form.** CT OCIP Form 1 shall be completed and submitted to the Resident Engineer for the Contractor and each eligible subcontractor of every tier. The OCIP coverage will not be in effect until CT OCIP Form 1 has been received and approved by the Resident Engineer.

The following documents are required to be submitted to the OCIP Administrator for enrollment:

- 1) Notice of Contract Award and Insurance Enrollment Form (CT OCIP Form 1)
- 2) Occupational Safety and Health Evaluation (CT OCIP Form 4)
- 3) Certificate of Insurance as specified under Section 4 of this Manual.

Section 5 -- CONTRACTOR RESPONSIBILITIES

Notice of Contract Award and Insurance Enrollment Form (CT OCIP Form 1) must be submitted by the following deadlines:

- Prime Contractors:** Within thirty (30) days after Contract Approval, the Contractor shall submit to Department the CT OCIP Form 1, the OCIP Notice of Contract Award and Insurance Enrollment Form, for itself and all listed subcontractors for OCIP deduct rate adjustment.
- Listed Subcontractors:** Within thirty (30) days after Contract Approval
- Non-Listed and Lower-Tiered Subcontractors:** Prior to any work on the Job Site

- B. CT OCIP Form 2, Monthly Payroll Reporting Form:** The Contractor and enrolled subcontractors of all tiers shall complete and submit to the Resident Engineer CT OCIP Form 2 for the prior month's work by the 15th day of the subsequent month. This form shall be submitted monthly until CT OCIP Form 3, Contractor's Notice of Work Termination Form, is submitted, even if there was no on-site work performed. CT OCIP Form 2 is in addition to any payroll records required by Section 7-1.01A(3), "Payroll Records," of the Standard Specifications.
- C. CT OCIP Form 3, Contractor's Notice of Work Termination:** The Contractor and enrolled subcontractors of all tiers shall complete and submit this form to the Resident Engineer upon completion of its work by the 5th work day after the last day of the month including punch list items under the contract. The Contractor is responsible to make sure subcontractors of all tiers complete this form.
- D. CT OCIP Form 4, Occupational Safety and Health Evaluation.** Before starting work, CT OCIP Form 4 shall be completed and submitted to the Resident Engineer for each eligible subcontractor of every tier.

Occupational Safety and Health Evaluation Form (CT OCIP Form 4) must be submitted by the following deadlines:

- Prime Contractors:** CT OCIP Form 4, the Occupational Safety and Health Evaluation Form, shall be submitted with the Contractor's sealed bid.
- Listed Subcontractors:** Prior to any work on the Job Site.
- Non-Listed and Lower-Tiered Subcontractors:** Prior to any work on the Job Site.

All Eligible Parties performing Work at the Job Site are required to enroll in the OCIP. Each Eligible Party (Contractor/Subcontractor) initiates the enrollment process by submitting **Notice of Contract Award and Insurance Enrollment Form (CT OCIP Form 1)** to the Resident Engineer. Each Contractor shall also provide details (contact and related project information) about its Subcontractors as necessary for OCIP enrollment and require that each of its Subcontractors as an Eligible Party complete and submit **OCIP Notice of Contract Award and**

Section 5 -- CONTRACTOR RESPONSIBILITIES

Insurance Enrollment Form (CT OCIP Form 1) to the Resident Engineer prior to beginning work on the Job Site.

Direct all questions about the enrollment process and completion submission of enrollment documents to the OCIP Administrator.

Confirmation of Enrollment Evidence of OCIP Coverages

Upon receipt of complete enrollment documents and notice of award, the OCIP Administrator will issue to each Enrolled Contractor a letter and Certificate of Insurance acknowledging acceptance of the Eligible Party into the Department's OCIP. These documents will clearly identify the effective dates of the OCIP coverages for the Contract. A separate Workers' Compensation policy will be issued and sent to each Enrolled Contractor. Should an Enrolled Contractor perform work under several Contracts, **Notice of Contract Award and Insurance Enrollment Form (CT OCIP Form 1)** must be completed for each contract. The OCIP Administrator will issue confirmation letters and certificates of insurance to each Enrolled Contractor separate for each contract. However, only one individual Workers' Compensation policy (that will apply to all Contracts) will be issued to each Enrolled Contractor.

NOTE: Enrollment Not Automatic

Enrollment in the OCIP is required, but not automatic. No contractor will be allowed on the Job Site until they have submitted OCIP Notice of Contract Award and Insurance Enrollment Form (CT OCIP Form 1) and have received a certificate of insurance from the OCIP Administrator.

Assignment of Return Premiums

Department pays the cost of the OCIP insurance coverage. Department will be the sole recipient of any return OCIP premiums or dividends. All Enrolled Contractors will assign to Department all adjustments, premium discounts, dividends, costs or any other monies due from the OCIP Insurer(s). Contractors will require in their subcontracts that each Enrolled Subcontractor execute such an assignment for this purpose.

Payroll Reports

Every Enrolled Contractor of every tier must submit to the OCIP Administrator a **Monthly Payroll Reporting Form (CT OCIP Form 2)** by the 15th of each month unless otherwise instructed in writing. This report shall identify man-hours and payroll for all Work performed at the Job Site and classify the labor expended at each Job Site according to the Standard Workers' Compensation Insurance Classification.

Should no work be performed on the Job Site during a given month, each Enrolled Contractor is required to submit CT OCIP Form 2 stating "Non-Performance this

Section 5 -- CONTRACTOR RESPONSIBILITIES

Month, No On-Site Payrolls." For those Enrolled Contractors performing Work under multiple contracts, a **Monthly Payroll Reporting Form (CT OCIP Form 2)** is required each month for each separate contract.

NOTE:

The **Monthly Payroll Reporting Form (CT OCIP Form 2)** must include the "straight-time" payroll and the "straight-time" portion of any "overtime" payroll for all OCIP qualified employees, including on-site supervisors and on-site clerical personnel. Certified payroll is not acceptable.

Insurance Company Payroll Audit

Each Enrolled Contractor is required to maintain payroll records for each Contract. Such records will allocate the payroll by Workers' Compensation classification(s) and exclude the excess or premium paid for overtime (i.e., only the straight-time rate will apply to overtime hours worked). Furthermore, such records will limit the payroll for Executive Officers and Proprietors/Sole Proprietors to the limitations as stated in the California Workers' Compensation Insurance Rating Bureau rules.

It is important that each Enrolled Contractor properly classify payrolls, as these are reported to the rating bureau for promulgation of future Experience Modifiers for the Enrolled Contractor's firm. All Enrolled Contractors shall make available for inspection and copying their respective company books, vouchers, contracts, documents, and records, of any and all types, for inspection to the auditors of the OCIP Insurers or the Department's representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the OCIP Insurance Policies.

Monthly Payroll Reporting Form (CT OCIP Form 2) must be attached to the monthly progress payment invoice. Any invoice submitted without the payroll report will not be paid until the payroll report is received. Use the same Workers' Compensation codes and classifications as shown on your current Workers' Compensation policy. Show only total hours and total payroll for each classification of employee. Location Code for the job should be shown on the payroll report.

It is the awarding contractor's responsibility to ensure that this information is provided monthly by all tiers of its subcontractors.

NOTE: Separate Reports Required

A separate **Monthly Payroll Reporting Form (CT OCIP Form 2)** is required for each Contract you are performing. This report is *not* a certified payroll form. See CT OCIP Form 2. Failure to submit the payroll reports as required may result in the withholding of payments until required documentation is received.

Section 5 -- CONTRACTOR RESPONSIBILITIES

Off-Site Locations

The Contractor is responsible for applying for approval to have off-site locations covered under the OCIP. The Contractor shall notify the OCIP Administrator of the need and shall request approval of the site. The request should include the location, address, description of the site and the type of use it will be put to and the duration of the work to be performed at the site. The off-site location must be 100% dedicated to the Contract and approved by the Department's Resident Engineer and Insurance Company.

Safety Guidelines

The Contractor shall maintain total control of safety to ensure that its employees and the general public will be provided an environment free of recognized hazards during construction activities. In carrying out this policy, the only accepted level of performance is to be incident free on this project each and every day.

The ultimate responsibility for providing a safe place to work rests with the Contractor. The Contractor shall develop its own written Site-Specific Safety Program (SSSP).

Without diminishing the Contractor's responsibility for safety, the Department through its OCIP will provide an OCIP site safety manager to assist the Resident Engineer in monitoring the safety, health, and environmental performance of the Contractor and its subcontractors of all tiers. The Contractor and its subcontractors of all tiers shall be monitored for effectiveness and application of their respective safety programs at the work site.

Claim Procedures

This section describes basic procedures for reporting various types of claims: workers' compensation, liability and damage to the project. Appropriate forms for Accident Investigation Reports, Workers' Compensation claims and General Liability Loss notices are included in Section 8 of this manual.

General Procedures

Catastrophe or Traumatic Injuries – **Call emergency by dialing 911** and inform the operator **that the call is a construction emergency from the SFOBB Seismic Safety Projects: Oakland Touchdown.**

Make no statement to the media. Refer all questions from the media to the Department's Resident Engineer and/or Public Information Officer.

It is the responsibility of all Enrolled Contractors to report immediately all occupational-related illnesses, injuries or property damage to the Department's Engineer. All Contractors/Subcontractors and others involved in the OCIP shall instruct employees and other personnel to report in writing within 24 hours any Accident and Occurrence of any type to the Department's Resident Engineer. (See page 23 for complete list of notifications.)

Department's Resident Engineer

Name: Ben Ghafghazi, Resident Engineer
Address: 345 Burma Road, Oakland, CA 94607
Phone: (510) 286-0352
Fax: (510) 622-5165
Email: ben_ghafghazi@dot.ca.gov

Immediately call the Department's Construction Safety Representative at (TBD) in the event of the following:

- ✓ Any injury
- ✓ An ambulance is called
- ✓ Injury to head or neck
- ✓ Possible injury to back or spinal cord
- ✓ Unconscious employee
- ✓ Possible blindness
- ✓ Amputation of limbs

Section 6 -- CLAIM PROCEDURES

- ✓ Fatality
- ✓ Heart attack or stroke
- ✓ Hospitalization
- ✓ Property damage estimated over \$1,000

Investigation Assistance / Confirmation of Claim Receipt

All Claims **MUST** be reported within 24 hours to the Department's Engineer.

All Contractors and Subcontractors will assist in the investigation of any accident or occurrence involving injury to persons or property. All Contractors and Subcontractors will cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

Upon receipt of the claim or incident in writing from the Contractor, the respective OCIP Insurance Company will send a claims acknowledgment letter to the Contractor with the assigned claims file number.

Workers' Compensation Claims

See Section 8 for all forms referenced in this section

The main responsibility for any Contractor and/or Subcontractor is to see that any injured worker receives immediate medical care and to take steps to secure the Job Site against immediate danger.

In the event of a claim the following procedures must be strictly adhered to:

REPORT ALL CLAIMS TO:	AIG Call Center	1-800-910-2667
	or Via Fax:	1-866-739-6981

Each Enrolled Contractor / Subcontractor must assist in the reporting and investigation of any accident and, upon request, cooperate with the Insurance Company in the handling of any claim by securing and giving evidence and obtaining the cooperation of witnesses as required for any claim or suit.

1. Injury Reporting Requirements

Enrolled Contractor / Subcontractor shall follow specific guidelines for the reporting of all industrial accidents, even those that did not result in an immediate injury.

Employees must report all accidents to their foreman/supervisor immediately who then immediately informs the Enrolled Contractor / Subcontractor 's Safety Representative or other designated representative of the employer. The employer's representative will take all injured employees to the on-site Safety Trailer (if available) for medical treatment and, if necessary, referral to an outside medical provider.

Section 6 -- CLAIM PROCEDURES

All Enrolled Contractor / Subcontractors are to provide, upon request, any additional information regarding the incident and to cooperate fully in all accident and claim related investigations.

2. Insurance Carrier Reporting Requirements

The employer's representative of the affected worker is responsible for reporting any claim (using one of the two ways listed below), as soon as possible after the injury occurs.

Carrier Call Center	1-800-910-2667
Via Fax:	1-866-739-6981

Calling the 800 number constitutes completion of the Employer's First Report of Injury (Form 5020). The Insurance Company completes the form based on the caller's information and sends copies to the employer and parties listed below.

The Employer's First Report of Injury (Form 5020) is only to be completed by the employer if the claim is not reported by calling the 800 number. In that case, see Exhibit 3 for a sample First Report of Injury. The completed original form shall be submitted to the Insurance Company via fax as noted above.

NOTE: If the injury is serious, the employer is advised to make additional telephone reports as follows:

MCM Safety Manager	949-283-5757 (cell)
MCM Project Manager	916-919-4467 (cell)
CalTrans Resident Engineer	510-867-6181 (cell)
OCIP Program Manager	415-291-1511

Examples of serious injuries include, but are not limited to, multiple person injuries, burns and fatalities.

If death results or if the injury or illness (a) requires inpatient hospitalization of more than 24 hours for other than medical observations; or (b) results in loss of any member of the body; or (c) produces any serious degree of permanent disfigurement, Occupational Safety and Health (OSHA) must be notified immediately by telephone.

Section 6 -- CLAIM PROCEDURES

3. Incident Investigation

All Enrolled Contractor / Subcontractors participating in this project will adhere to incident investigation procedures as specified by MCM's Injury/Illness Prevention Program, and complete all forms and required documentation, within required time frames. In addition, Enrolled Contractor / Subcontractors will cooperate in any additional investigative process initiated by CalTrans and/or the Insurance Company Claim Administrator.

4. Medical Treatment

Injured Workers must report to the on-site First Aid/Safety Trailer (if available) for treatment of all First-Aid injuries. Where medical treatment is required beyond the scope of First-Aid as specified in the medical treatment protocols, the worker will refer the injured worker to:

NON-EMERGENCY INJURIES	EMERGENCY & AFTER HOURS INJURIES
*Referred by on-site management personnel	*Referred by on-site management personnel
<p style="text-align: center;">Concentra Medical 384 Embarcadero West Oakland, CA 94607 Phone: (510) 465-9565</p> <p style="text-align: center;">Monday – Friday 8:00 AM to 5:00 PM</p>	<p style="text-align: center;">Alameda Hospital 2070 Clinton Avenue Alameda, CA 94501 Phone: (650) 522-3700</p> <p style="text-align: center;">7 Days 24 Hours</p>

Medical Provider Network (MPN)

All Enrolled Contractor / Subcontractors working under this Project will implement the Medical Provider Network (MPN) program for industrial injuries. This program is a benefit to the employer as it allows for more effective medical control for the life of the claim and may reduce many of the workers' compensation costs associated with each claim. The MPN contains an extensive number of occupational medicine facilities and other medical providers from which the injured worker is obligated by law to select if (1) the employer (contractor/subcontractor) has properly fulfilled its responsibilities and (2) the injured worker has not pre-designated his own personal physician.

Employer (contractor/subcontractor) responsibilities:

Each contractor/subcontractor must provide the *AIGCS/First Health MPN Employee Notification Packet*:

§ with the new-hire orientation materials (at time of hire)

§ to each current employee if he/she has not already received the packet at the

Section 6 -- CLAIM PROCEDURES

time of hire

§ when an out-of-state employee transfers to your employment in CA

§ at the time of injury (however, AIG will assume this last responsibility)

How to obtain the MPN Employee Notification Packets:

A copy of the English and Spanish versions of the "Employee Notification Packet" can be found in Section 8 of this Manual.

You will also receive the AIGCS/First Health MPN Employee Notification Packet (English and Spanish version) with your welcome kit upon approval of your CT OCIP Form 1. If you need an electronic copy of these documents, please contact the OCIP Account Executive as referenced in Section 2.

For suggestions on how to distribute this information to your employees, please also contact the OCIP Account Executive.

NOTE: Although a signature is not required by law, it is recommended that each employer have their employees "sign off" that they have received a packet.

Liability Claims

REPORT ALL CLAIMS TO:

**AIG Call Center
or Via Fax**

**800-910-2667
866-739-6981**

All incidents, Bodily injury and Property Damage, must be reported to the OCIP Program Manager in the form of a "Notice Only" Report. Any personal injury sustained by a Third Party constitutes a claim.

The employer's representative is responsible for reporting the claim by calling 1-800-910-2667 as soon as possible after the injury occurs. Calling the 800 number constitutes completion of the General Liability Loss Notice. AIG completes the form based on the caller's information and sends copies to the employer and to individuals listed in 2.a. below.

The General Liability Loss Notice is only to be completed by the employer's representative if the claim is not reported by calling the 800 number. In that case please contact the OCIP Program Manager for a sample General Liability Loss Notice. The completed original form shall be faxed to the Insurance Company **within 24 hours** and a copy to the individuals listed below in 2.a.

Section 6 -- CLAIM PROCEDURES

2. Enrolled Contractor / Subcontractors shall:
 - a. Immediately notify the following individuals by telephone:

MCM Safety Manager	949-283-5757 (cell)
MCM Project Manager	916-919-4467 (cell)
CalTrans Resident Engineer	510-867-6181 (cell)
OCIP Program Manager	415-291-1511

- b. Perform any investigative action as requested by MCM, CalTrans and the Insurance Company General Liability Claims Administrator.

NOTE: All available facts and information, including the names of witnesses, must be secured as soon as possible while such information is still available. Unless prompt action is taken in this respect, witnesses disappear, facts become obscure and the further handling of the claim may be prejudiced.

Property Claims

NO coverage is provided for builder's risk and contractors' tools & equipment under the OCIP. It is the sole responsibility of each Contractor and Subcontractor to report damage to the project and to their tools & equipment to their own insurers.

However, all accidents and damage to property arising from work on the Job Site must be reported to the Department's Resident Engineer. Accidents and damage arising out of the Contract's construction activities will be investigated and could result in future claims to the OCIP. Each Contractor and subcontractor shall cooperate in the investigation of all such accidents and damage.

Automobile Claims

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

However, all accidents arising from work on the Job Site must be reported to the Department's Resident Engineer. Automobile accidents arising out of the Contract's construction activities will be investigated and could result in future claims to the OCIP (i.e., due to the conditions of the roads, etc.). Each Contractor and subcontractor shall cooperate in the investigation of all automobile accidents.

Typical Questions and Answers

1. Who is insured under an Owner Controlled Insurance Program?

The California Department of Transportation, all enrolled Contractors and their enrolled Subcontractors of any tier who perform operations at the Job Site described in the Contract Documents are insured under the OCIP.

2. Is Job Site Defined?

Yes. Job Site is on file with the Insurance Company as described in the applicable Contract Documents.

3. What insurance is provided to Contractors/Subcontractors under the OCIP Project Insurance Program?

The Department has agreed to procure the following insurance:

- a. Workers' Compensation (including that under U.S. Longshoremen's and Harbor Workers' Act and the Federal Employer's Liability Act where applicable) and Employer's Liability
- b. General Liability Insurance for Third Party Personal Injury, Bodily Injury and Property Damage Liability
- c. Excess Liability (not less than \$98 Million)

4. Does the Owner Controlled Insurance Program cover any contractor's equipment?

No. Contractors and Subcontractors must maintain this coverage.

5. Are there other types of insurance normally purchased by Subcontractors which are not included?

Yes. Examples are:

- a. Bonds, if required by contract
- b. Contractor's Automobile Liability and Physical Damage Insurance
- c. Contractor's Equipment Floater / Builder's Risk
- d. Contractor's Pollution Liability

6. Does the Contractor/Subcontractor insured under the OCIP have to provide evidence of any insurance?

Yes. The contract requires that prior to beginning work, each Contractor/Subcontractor shall furnish Certificates of Insurance for Automobile Liability, and off-site Bodily Injury and Property Damage Liability insurance, Workers' Compensation and any other required coverages outlined in the Contract and this Manual.

Section 7 – TYPICAL QUESTIONS AND ANSWERS

7. How is a Contractor/Subcontractor's proposal to be submitted?

The Contractor/Subcontractor is required to include the full costs of procuring and maintaining from the beginning of work through contract acceptance, the insurance coverages with the indicted limits or coverages as required by laws and regulations, which ever is greater. Change Orders also need to be submitted including the contractor's full insurance costs.

8. Will a Contractor or Subcontractor be charged a cost in order to enroll in the OCIP?

Yes, but only the contractor's actual insurance costs. The OCIP is cost-neutral for an enrolled contractor. The Department will deduct the contractor's verified cost from the contract. At the end of each contract, an audit will be performed using the contractor's reported payroll and receipts.

9. When will the Contractor/Subcontractor receive a Certificate of Insurance insuring them under the OCIP?

Contractors, Subcontractors, awarded a contract will be furnished Certificate of Insurance upon the OCIP Administrator receiving a completed Enrollment Form (CT OCIP Form 2) and Insurance Cost Identification Worksheet.

10. Will the Contractor/Subcontractor have an opportunity to review the OCIP Requirements prior to proposal?

Yes. The OCIP Administrator would welcome the opportunity. A special meeting can be arranged or alternatively, telephone or correspondence can handle inquiries.

11. Will all Contractors/Subcontractors receive information concerning their loss experience?

Yes. Insurance Company will furnish loss information if requested from the OCIP Administrator.

12. How long are the policies kept in force for the Contractor/Subcontractor?

The policy periods commence on the date of "Award" and terminate as defined in the Contract Documents. The only extension is for "Completed Operations" which is for ten (10) years after final acceptance of the Contract.

13. Does the OCIP provide coverage for truckers, vendors and suppliers?

No. Subcontractors whose sole duties are as truckers are not included in the program. Suppliers/vendors also are not included in the program. If contracted with an on-site installer, suppliers/vendors should be enrolled in the OCIP General Liability only as it pertains to the contractual relationship of the installer's on-site work.

14. Is each Contractor and Subcontractor of any tier required to complete and submit their own forms before they will be allowed to begin job site activity?

Yes. Completion of the insurance forms and receipt of a Certificate of Insurance from the OCIP Administrator is a requirement before any Contractor or Subcontractor of any tier is permitted to perform work on the Job Site.

Section 7 – TYPICAL QUESTIONS AND ANSWERS

15. Is there a Project Safety Program which must be followed?

No. The Contractor shall develop its own written Site-Specific Safety Program (SSSP). The ultimate responsibility for providing a safe place to work rests with the Contractor.

16. What document do I use to show my Agent/Broker and Insurer that I'm covered under the OCIP?

The OCIP Administrator will provide a Certificate of Insurance evidencing coverages to all enrolled Contractors performing work at the Job Site.

Workers' Compensation and Employers' Liability Insurance

1. What Insurance Company writes the Workers' Compensation and Employer's Liability coverage?

American Home Assurance Company (AIG)

2. What is the coverage term?

The coverage terms for each Contractor will coincide with the start date provided at OCIP enrollment. OCIP policies are renewed each year until OCIP close-out, unless otherwise stated.

3. How will the Contractor/Subcontractor's payroll be classified?

Insurer will classify payrolls in accordance with California law under the Workers' Compensation Insurance Rating Bureau Rules, Classifications, Rates and Rating Plans. Form 2 will be used for Contractors/Subcontractors' monthly payroll submissions.

4. Will the Insurance Company inspect the job and make recommendations regarding loss control and safety?

Yes. The Insurance Company's safety and loss control professionals will make regular inspections of the job site, lend assistance, make recommendations and suggestions, and in general, assure the insurability of the Job Site.

5. Will there be other people who will make job site inspections?

Yes. The OCIP Administrator and Safework, along with the Insurance Company's safety representative, will conduct periodic site safety inspections to assure compliance with the Contractor's Site-Specific Safety Program. State, city and federal inspectors may also make inspections.

6. Will there be safety training classes available, and at what cost?

Yes. At the Contractor's written request, the Department will provide employees of the Contractor and enrolled subcontractors of all tiers safety training classes conducted by the OCIP insurer. The costs related to the OCIP insurer or OCIP administrator in conducting the safety training classes are included in the OCIP administrative services.

Personal Injury, Bodily Injury and Property Damage Liability Insurance

Section 7 – TYPICAL QUESTIONS AND ANSWERS

- 1. What Insurance Company writes the Personal Injury, Bodily Injury, and Property Damage Liability coverage?**

American Home Assurance Company (AIG)

- 2. Is Completed Operations coverage provided beyond acceptance of the work performed under the Contract?**

Yes. The extension for “Completed Operations” is for ten (10) years after final acceptance.

Section
8

OCIP Forms & Exhibits

This section contains the following forms:

CT OCIP Form 1	Notice of Contract Award and Insurance Enrollment Form
CT OCIP Form 2	Monthly Payroll Reporting Form
CT OCIP Form 3	Contractor’s Notice of Work Termination Form
CT OCIP Form 4	Occupational Safety and Health Evaluation
Exhibit A	Sample Certificate of Insurance needed for Enrolled OCIP Contractors
Exhibit B	<ul style="list-style-type: none"> ✓ Designated Clinic & Hospital Notice (including Directions from Project Site) ✓ Treatment Authorization Form – Workers’ Compensation ✓ Form 5020 - State of California Employers Report of Occupational Injury or Illness ✓ Form DWC-1 - State of California Employee’s Claim for Worker’s Compensation Benefits ✓ OCIP Accident Investigation Report
Exhibit C	AIGCS/First Health MPN Employee Notification Welcome Letter & Packet (English & Spanish Versions)
Exhibit D	Supervisor’s Incident Investigation Report – General Liability

CALTRANS OTD1 – 04-0120L4
OWNER CONTROLLED INSURANCE PROGRAM
NOTICE OF CONTRACT AWARD AND INSURANCE ENROLLMENT FORM

CONTRACTOR INFORMATION:

Contractor/Subcontractor: _____ Indv: _____ Ptshp: _____ Corp: _____ J/V: _____
 Address: _____ FEIN: _____
 Office Contact: _____ Phone: _____ Fax: _____
 Email Address: _____
 Site Contact: _____ Phone: _____ Fax: _____
 Safety Contact: _____ Phone: _____ Fax: _____
 Insurance Contact: _____ Phone: _____ Fax: _____
 Payroll Contact: _____ Phone: _____ Fax: _____
 Address (if different): _____

CONTRACT INFORMATION: Contract Value: \$ _____ Contract/JOB#: _____

Job Name/Description: _____ DBE/DVBE: _____
 Prime Contractor: _____ Subcontractor: _____
 Start Date: _____ Est. Completion Date: _____ % Self Performed _____ Est. Man-hours _____
 % Subcontracted _____ Est. # of Subcontractors _____ Est. Sub'd Man-hours _____

CURRENT INSURANCE INFORMATION:

REQUIRED INSURANCE COVERAGES AND LIMITS ARE SHOWN IN THE CONTRACT DOCUMENTS AND THE OCIP INSURANCE MANUAL. Contractor's Insurance Broker or Agent:

Company Name: _____ Contact: _____
 City: _____ Phone: (_____) _____

WORKERS' COMPENSATION INSURANCE INFORMATION: Please use policy that was in effect at time of bid award

Current WC Ins. Co: _____ Policy No.: _____ Policy Period: _____
 Experience Modifier: _____ Rate Date: _____ Deductible: _____ Retention: _____

A. Workers' Compensation (Project Site Payroll Only)				
Attach copy of declaration page and rate sheets for WC Policy				
W.C. Class Description	W.C. Class Code	W.C. Rate per \$100 Payroll	Estimated Payroll *	Premium
1.				
2.				
3.				
Subtotal			\$	\$
* It is extremely important to accurately estimate payrolls anticipated for this contract. Payroll should be raw wages <u>without</u> burden, fringes, or overtime premium; but should include sick, vacation, holiday pay and imputed income. *Attach a copy of your current Workers' Compensation policy declaration page and rating sheets*			Increased Limits Factor: _____	\$
			Experience Modifier: _____	\$
			Discounts: _____	\$
			Surcharges/Assessments: _____	\$
			Deductible Credit *	
			OR	
			Self Insured Retention Credit *	
			Total Workers' Compensation Premium	A \$

GENERAL LIABILITY (GL) INFORMATION:

Current GL Ins. Co: _____ Policy No.: _____ Policy Period: _____

Current GL rate is based on: Payroll or Receipts per \$100 \$1,000 or Receipts or Flat Premium

Deductible: _____ Retention: _____

A. Worker's Compensation				(Total from page 1 "A")	A. \$
B. General Liability (Project Site Payroll/Receipts Only) Attach copy of Declaration page and Rating Sheets for GL Policy					
GL Classification	GL Code	GL Rate as shown above	Estimated Payroll*/Receipts*	Premium	
1.				\$	
2.				\$	
3.				\$	
4. Subcontractors	91585			\$	
5.					
			Total GL Premium	B. \$	
*It is extremely important to accurately estimate payrolls/receipts.					
C. Umbrella Excess Liability: Ins. Co.: _____ Policy Period: _____				C. \$	
Rate: _____ per \$ _____ Payroll / Receipts					
*Attach copy of declaration page and rating sheets for Umbrella/Excess policy					
D. Estimated Subcontractor Premiums (Attach Cost Identification Sheet for Each Subcontractor <u>or</u> calculate 8% of Subcontract value for each subcontractor's estimated insurance cost)				D. \$	
*CONTRACTOR MUST ENSURE ALL SUBCONTRACTORS COMPLETE "CT OCIP FORM 1"					
E. TOTAL PREMIUMS (A + B + C + D)				E. \$	

Contractor should notify its own insurance carrier to exclude all work done under this contract from your current insurance program.

AGREEMENT

The Department, or their Agent, is granted permission by Contractor to inspect the insurance and payroll records used in determining the above credit and to release all relevant information for review DEPARTMENT or their Agents. At completion of the Work, Agent shall audit the payroll records of Contractor for final audited insurance premiums in accordance with the insurance premium audit provisions of the OCIP. Any and all returns of premiums, dividends, discounts or other adjustments to any OCIP policy is assigned, transferred and set over absolutely to DEPARTMENT. This assignment is valid for insurance policies whose premiums have been paid by DEPARTMENT on behalf of such Contractor.

Signed _____ Title _____ Date _____

Please submit this form to the Resident Engineer

**CALTRANS
OWNER CONTROLLED INSURANCE PROGRAM**

MONTHLY PAYROLL REPORTING FORM
(Report job site payroll separately by each contract)

Contractor/Subcontractor: _____ Contract Location Code: _____
 Address: _____ Department: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 Prime Contractor: _____ Subcontractor: _____

Please indicate Job Site Payroll and forward with pay application. Please retain a copy for your files.

MONTH ENDING: _____ **Contract/Job #:** _____

Is this is your first payroll report? If so, please show start date: _____

Is this is your final payroll report? If so, please show completed date: _____

WORKERS' COMPENSATION (WC)			
WC Classification Description	Man-Hours	WC Code	Actual Payroll
1.			
2.			
3.			
Total			
GENERAL LIABILITY (GL)			
GL Classification Description		GL Code	Receipts/Other
1.			
2.			
3.			
Total			
If GL premium is based on Receipts, please show total monthly Receipts: \$ _____			

- It is extremely important to accurately estimate payrolls anticipated for this contract. Payroll should be raw wages **without** burden, fringes, or overtime premium but should include sick, vacation, holiday pay and imputed income.
- Earnings for overtime should be included only at straight hourly rates. Overtime **hours** should be shown but do not include the extra wages paid for Overtime hours.
- Overtime means those hours in excess of 8 hours worked each day, 40 hours in any week or on Saturdays, Sundays, or holidays, but only when there is an increase in the hourly rate to work such hours.
- If GL is based on payroll – only show the classification description and codes, man-hours and payroll are already shown under WC.

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: _____

Please submit this form to the Resident Engineer

CT OCIP FORM 3

**CALTRANS
OWNER CONTROLLED INSURANCE PROGRAM (OCIP)**

Contractor’s Notice of Work Termination

Note: Every enrolled Contractor and subcontractor of all tiers must complete this form.

Submit this form to: **CalTrans Resident Engineer**
Fax: _____
Tel: _____ **Contract Location Code:** _____
Contract/Job #: _____

Please be advised _____ **is scheduled to complete work for:**
(Your company’s name)

Job Name/Description: _____
 Contractor _____ Subcontractor: _____
Actual Start Date: _____ **Actual Completion Date:** _____
Original Contract Value: _____ **Final Contract Value:** _____
Final Total Payroll value: _____

Please provide accurate final values in order for Willis to calculate your final OCIP deduct. Delays in providing this form and accurate information to Willis will delay close out of your contract and release of any retention.

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

<u>Subcontractor</u>	<u>Final Contract Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

PLEASE SELECT ONE OF THE FOLLOWING:

- _____ This is our only contract on this Contract
 _____ We are still working under the following contracts on this Contract

Contractor	Job Name/Description	Subcontractor

Form completed by:
 By _____ Title _____

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

<p>California Department of Transportation Occupational Safety and Health Evaluation CT OCIP Form 4</p>

This form, together with the additional information requested, must be completed and submitted as part of your bid package.

Please provide the following information:

1. Current year Workers' Compensation Experience Modification _____
Workers' Compensation Bureau ID# (California or NCCI, whichever applicable) _____
Or: if the contractor is self-insured, a copy if its Certificate of Consent to Self-Insure _____
2. Have any Serious and Willful violations (Labor Code Section 6300 et seq.) been actually awarded against you in the last:
 - Two (2) Years: Yes _____ No _____
 - Five (5) Years: Yes _____ No _____
3. Attach a copy of the following three items with respect to your Injury & Illness Prevention Program (IIPP) (Labor Code Sections 6401.7 and Cal OSHA regulation CCR Title 8, #3203). Sample IIPP programs can be obtained on the Cal OSHA Web site at www.cal-osh.com.
 - a. List of specific supervisor safety responsibilities.
 - b. New employee hazard-specific orientation.
 - c. Copy of Contractor's substance abuse program.

You may attach a copy of only the specific pages addressing these three (3) items. A copy of your entire IIPP program is not necessary.

Please return this completed form and all attached information to the Department as directed in the bid documents.

I declare under penalty of perjury, under the laws of the State of California, that the information provided on and with this form is true, correct and complete.

Contractor Name _____	Contractor's License # _____
Address _____	_____
Date _____	Name _____
Phone Number _____	Title _____
Fax Number _____	
E-mail Address _____	Signature _____

California Department of Transportation
Occupational Safety and Health Evaluation
CT OCIP Form 4

CT OCIP Form 4 Instructions

The Department of Transportation has elected to utilize an Owner Controlled Insurance Program (OCIP) for work performed at the project job site as defined in the Proposal and Contract Specifications and Special Provisions. The OCIP provides the following insurance coverages for all eligible contractors and subcontractors, regardless of tier, that are approved for participation in the insurance program:

Workers' Compensation
Commercial General Liability
Excess Liability

The terms and conditions of OCIP coverages provided are more fully described in the Special Provisions.

Willis Insurance Services of California, Inc. is the OCIP Administrator on behalf of the Department. Please direct your questions about the OCIP and this Evaluation Form to the OCIP Administrator at the following address:

Willis Insurance Services of California, Inc.
One Bush Street, Suite 900
San Francisco, CA 94104
Attn: Wrap-Up Department
Tel: (415) 981-0600
Fax: (415) 982-7978

Contractor shall complete and return this Evaluation Form, with all attachments requested in Item #3, to the Department as part of your bid package. Eligible subcontractors of all tiers, before starting work, shall complete and submit this form to the Resident Engineer in order to be enrolled in the OCIP.

CALIFORNIA DEPARTMENT OF TRANSPORTATION OCIP

CONTRACTOR-PROVIDED CERTIFICATE SAMPLE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization

STATE OF CALIFORNIA, ITS OFFICERS, AGENTS, DIRECTORS AND EMPLOYEES

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

WHO IS AN INSURED (Section 11) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

Copyright, Insurance Services Office, Inc., 1984

Exhibit 2 - Accident Investigation Report

This form must be completed for all injuries and damage to property, including employee injury and injury and/or damage to the property of a third party, and must be submitted to:

- ✓ Department's Resident Engineer , and
- ✓ The OCIP Administrator

Caltrans Owner Controlled Insurance Program Accident Investigation Report

Date of Accident: _____ Time of Accident: _____ Company: _____

Date of Investigation: _____ Contractor Job Number/Name: _____

Department Contract Name: _____ Department Contract No.: _____

Location of Accident: _____

Did injury result? Yes/No _____ If yes, provide Employee Names and Employer(s):

S.S. No.: _____ Skill: _____ Yrs. in this Skill: _____

Yrs. With Company: _____

Describe Type of Injury: _____

Was property damaged? Yes/No _____ Describe damage/owner: _____

Is damaged property secured/maintained? Yes/No _____ Person Maintaining _____

Names of Witnesses/Co-Workers (With Social Security No.): _____

Weather/Wind Conditions: _____

List/Describe all personal protective equipment (PPE) in use by person exposed or injured: _____

If Chemicals Involved:

Name(s) of Chemical(s) of Encountered: _____

Form of Chemicals (Solid, Liquid, Gas, Vapor, Dust, Mist Fume): _____

Section 8 – OCIP FORMS & EXHIBITS

Describe Radiological Materials (if any): _____

Volume or Quantity Released: _____

Description of Accident: _____

Contributing Factors:

What corrective actions are being taken to prevent recurrence? Also list the person responsible for implementing and the target completion date for each item.

Was a Safe Plan of Action developed for the task being performed? Yes/No _____ If yes, attach a copy.

Was a permit(s) issued? Yes/No _____ If yes, attach a copy of the _____ in effect at time of the accident.

Indirect Cause of accident: Lack of: _____

Basic cause of accident: Failure to: Plan____, Direct____, Organize____, Control ____ (*explain)

INVESTIGATION TEAM: Report by: _____ **Date:** _____

Injured Involved:

Name Signature

Supervisor:

Name Signature

Site Manager:

Name Signature

Health and Safety Representative:

Name Signature

Name (Others)

Title Signature

Name (Others)

Title Signature

Project Representative(s) Contacted: _____

* Attach additional sheets and supplemental data & information as necessary.

** Distribution: Original filed on-site at Department's Resident Engineer 's office

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility**Formulario de Reclamo de Compensación para Trabajadores (DWC 1) y Notificación de Posible Elegibilidad**

If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Attached is the form for filing a workers' compensation claim with your employer. **You should read all of the information below.** Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If required you will be notified by the claims administrator, who is responsible for handling your claim, about your eligibility for benefits.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Your employer will then complete the "Employer" section, give you a dated copy, keep one copy and send one to the claims administrator. Benefits can't start until the claims administrator knows of the injury, so complete the form as soon as possible.

Medical Care: Your claims administrator will pay all reasonable and necessary medical care for your work injury or illness. Medical benefits may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, and medicines. Your claims administrator will pay the costs directly so you should never see a bill. For injuries occurring on or after 1/1/04, there is a limit on some medical services.

The Primary Treating Physician (PTP) is the doctor with the overall responsibility for treatment of your injury or illness. Generally your employer selects the PTP you will see for the first 30 days, however, in specified conditions, you may be treated by your pre-designated doctor. If a doctor says you still need treatment after 30 days, you may be able to switch to the doctor of your choice. Special rules apply if your employer offers a Health Care Organization (HCO) or after 1/1/05, has a medical provider network. Contact your employer for more information. If your employer has not put up a poster describing your rights to workers' compensation, you may choose your own doctor immediately.

Within one working day after an employee files a claim form, the employer shall authorize the provision of all treatment, consistent with the applicable treating guidelines, for the alleged injury and shall continue to provide treatment until the date that liability for the claim is accepted or rejected. Until the date the claim is accepted or rejected, liability for medical treatment shall be limited to ten thousand dollars (\$10,000).

Disclosure of Medical Records: After you make a claim for workers' compensation benefits, your medical records will not have the same privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

Payment for Temporary Disability (Lost Wages): If you can't work while you are recovering from a job injury or illness, you will receive temporary disability payments. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

Si Ud. se lesiona o se enferma, ya sea física o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación para trabajadores. Se adjunta el formulario para presentar un reclamo de compensación para trabajadores con su empleador. **Ud. debe leer toda la información a continuación.** Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de éstos, que se enumeran, dependiendo de la índole de su reclamo. Si se requiere, el/la administrador(a) de reclamos, quien es responsable del manejo de su reclamo, le notificará a usted, lo referente a su elegibilidad para beneficios.

Para presentar un reclamo, complete la sección del formulario designada para el "Empleado", guarde una copia, y déle el resto a su empleador. Entonces, su empleador completará la sección designada para el "Empleador", le dará a Ud. una copia fechada, guardará una copia, y enviará una al/a la administrador(a) de reclamos. Los beneficios no pueden comenzar hasta, que el/la administrador(a) de reclamos se entere de la lesión, así que complete el formulario lo antes posible.

Atención Médica: Su administrador(a) de reclamos pagará toda la atención médica razonable y necesaria, para su lesión o enfermedad relacionada con el trabajo. Es posible que los beneficios médicos incluyan el tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio y las medicinas. Su administrador(a) de reclamos pagará directamente los costos, de manera que usted nunca verá un cobro. Para lesiones que ocurren en o después de 1/1/04, hay un límite de visitas para ciertos servicios médicos.

El Médico Primario que le Atiende-Primary Treating Physician PTP es el médico con toda la responsabilidad para dar el tratamiento para su lesión o enfermedad. Generalmente, su empleador selecciona al PTP que Ud. verá durante los primeros 30 días. Sin embargo, en condiciones específicas, es posible que usted pueda ser tratado por su médico pre-designado. Si el doctor dice que usted aún necesita tratamiento después de 30 días, es posible que Ud. pueda cambiar al médico de su preferencia. Hay reglas especiales que son aplicables cuando su empleador ofrece una Organización del Cuidado Médico (HCO) o después de 1/1/05 tiene un Sistema de Proveedores de Atención Médica. Hable con su empleador para más información. Si su empleador no ha colocado un poster describiendo sus derechos para la compensación para trabajadores, Ud. puede seleccionar a su propio médico inmediatamente.

El empleador autorizará todo tratamiento médico consistente con las directivas de tratamiento aplicables a la lesión o enfermedad, durante el primer día laboral después que el empleado efectúa un reclamo para beneficios de compensación, y continuará proveyendo este tratamiento hasta la fecha en que el reclamo sea aceptado o rechazado. Hasta la fecha en que el reclamo sea aceptado o rechazado, el tratamiento médico será limitado a diez mil dólares (\$10,000).

Divulgación de Expedientes Médicos: Después de que Ud. presente un reclamo para beneficios de compensación para los trabajadores, sus expedientes médicos no tendrán la misma privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un(a) juez de compensación para trabajadores posiblemente decida qué expedientes se revelarán. Si Ud. solicita privacidad, es posible que el/la juez "selle" (mantenga privados) ciertos expedientes médicos.

Pago por Incapacidad Temporal (Sueldos Perdidos): Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. recibirá pagos por incapacidad temporal. Es posible que estos pagos cambien o paren, cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility**Formulario de Reclamo de Compensación para Trabajadores (DWC 1) y Notificación de Posible Elegibilidad**

Return to Work: To help you to return to work as soon as possible, you should actively communicate with your treating doctor, claims administrator, and employer about the kinds of work you can do while recovering. They may coordinate efforts to return you to modified duty or other work that is medically appropriate. This modified or other duty may be temporary or may be extended depending on the nature of your injury or illness.

Payment for Permanent Disability: If a doctor says your injury or illness results in a permanent disability, you may receive additional payments. The amount will depend on the type of injury, your age, occupation, and date of injury.

Vocational Rehabilitation (VR): If a doctor says your injury or illness prevents you from returning to the same type of job and your employer doesn't offer modified or alternative work, you may qualify for VR. If you qualify, your claims administrator will pay the costs, up to a maximum set by state law. VR is a benefit for injuries that occurred prior to 2004.

Supplemental Job Displacement Benefit (SJDB): If you do not return to work within 60 days after your temporary disability ends, and your employer does not offer modified or alternative work, you may qualify for a nontransferable voucher payable to a school for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law based on your percentage of permanent disability. SJDB is a benefit for injuries occurring on or after 1/1/04.

Death Benefits: If the injury or illness causes death, payments may be made to relatives or household members who were financially dependent on the deceased worker.

It is illegal for your employer to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) benefits. Call State Employment Development Department at (800) 480-3287.

You can obtain free information from an information and assistance officer of the State Division of Workers' Compensation, or you can hear recorded information and a list of local offices by calling **(800) 736-7401**. You may also go to the DWC web site at www.dir.ca.gov. Link to Workers' Compensation.

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at www.californiaspecialist.org.

impuestos. Los pagos por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres días en que Ud. no trabaje, a menos que Ud. sea hospitalizado(a) de noche, o no pueda trabajar durante más de 14 días.

Regreso al Trabajo: Para ayudarle a regresar a trabajar lo antes posible, Ud. debe comunicarse de manera activa con el médico que le atiende, el/la administrador(a) de reclamos y el empleador, con respecto a las clases de trabajo que Ud. puede hacer mientras se recupera. Es posible que ellos coordinen esfuerzos para regresarle a un trabajo modificado, o a otro trabajo, que sea apropiado desde el punto de vista médico. Este trabajo modificado, u otro trabajo, podría extenderse o no temporalmente, dependiendo de la índole de su lesión o enfermedad.

Pago por Incapacidad Permanente: Si el doctor dice que su lesión o enfermedad resulta en una incapacidad permanente, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, su edad, su ocupación y la fecha de la lesión.

Rehabilitación Vocacional: Si el doctor dice que su lesión o enfermedad no le permite regresar a la misma clase de trabajo, y su empleador no le ofrece trabajo modificado o alternativo, es posible que usted reúna los requisitos para rehabilitación vocacional. Si Ud. reúne los requisitos, su administrador(a) de reclamos pagará los costos, hasta un máximo establecido por las leyes estatales. Este es un beneficio para lesiones que ocurrieron antes de 2004.

Beneficio Suplementario por Desplazamiento de Trabajo: Si Ud. no vuelve al trabajo en un plazo de 60 días después que los pagos por incapacidad temporal terminan, y su empleador no ofrece un trabajo modificado o alternativo, es posible que usted reúna los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un nuevo entrenamiento y/o mejorar su habilidad. Si Ud. reúne los requisitos, el administrador(a) de reclamos pagará los costos hasta un máximo establecido por las leyes estatales basado en su porcentaje de incapacidad permanente. Este es un beneficio para lesiones que ocurren en o después de 1/1/04.

Beneficios por Muerte: Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a los parientes o a las personas que vivan en el hogar, que dependían económicamente del/de la trabajador(a) difunto(a).

Es ilegal que su empleador le castigue o despida, por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por atestiguar en el caso de compensación para trabajadores de otra persona. (El Código Laboral sección 132a). Si es probado, puede ser que usted reciba pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios, y gastos hasta un límite establecido por el estado.

Ud. tiene derecho a estar en desacuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su administrador(a) de reclamos, para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios de Seguro Estatal de Incapacidad (SDI). Llame al Departamento Estatal del Desarrollo del Empleo (EDD) al (800) 480-3287.

Ud. puede obtener información gratis, de un oficial de información y asistencia, de la División estatal de Compensación al Trabajador (*Division of Workers' Compensation – DWC*), o puede escuchar información grabada, así como una lista de oficinas locales, llamando al **(800) 736-7401**. Ud. también puede ir al sitio electrónico en el Internet de la DWC en www.dir.ca.gov. Enlázese a la sección de Compensación para Trabajadores.

Ud. puede consultar con un(a) abogado(a). La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un(a) abogado(a), sus honorarios se tomarán de sus beneficios. Para obtener nombres de abogados de compensación para trabajadores, llame a la Asociación Estatal de Abogados de California (*State Bar*) al (415) 538-2120, ó vaya a su sitio electrónico en el Internet en www.californiaspecialist.org.

State of California
 Department of Industrial Relations
 DIVISION OF WORKERS' COMPENSATION



Estado de California
 Departamento de Relaciones Industriales
 DIVISION DE COMPENSACIÓN AL TRABAJADOR

WORKERS' COMPENSATION CLAIM FORM (DWC 1)

PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL TRABAJADOR (DWC 1)

Employee: Complete the "Employee" section and give the form to your employer. Keep a copy and mark it "Employee's Temporary Receipt" until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at (800) 736-7401. An explanation of workers' compensation benefits is included as the cover sheet of this form.

Empleado: Complete la sección "Empleado" y entregue la forma a su empleador. Quédese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la División de Compensación al Trabajador al (800) 736-7401 para oír información grabada. En la hoja cubierta de esta forma esta la explicación de los beneficios de compensación al trabajador.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonia".

Employee—complete this section and see note above Empleado—complete esta sección y note la notación arriba.

1. Name. *Nombre.* _____ Today's Date. *Fecha de Hoy.* _____
2. Home Address. *Dirección Residencial.* _____
3. City. *Ciudad.* _____ State. *Estado.* _____ Zip. *Código Postal.* _____
4. Date of Injury. *Fecha de la lesión (accidente).* _____ Time of Injury. *Hora en que ocurrió.* _____ a.m. _____ p.m.
5. Address and description of where injury happened. *Dirección/lugar dónde ocurrió el accidente.* _____
6. Describe injury and part of body affected. *Describe la lesión y parte del cuerpo afectada.* _____
7. Social Security Number. *Número de Seguro Social del Empleado.* _____
8. Signature of employee. *Firma del empleado.* _____

Employer—complete this section and see note below. Empleador—complete esta sección y note la notación abajo.

9. Name of employer. *Nombre del empleador.* _____
10. Address. *Dirección.* _____
11. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente.* _____
12. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición.* _____
13. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador.* _____
14. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia administradora de seguros.* _____
15. Insurance Policy Number. *El número de la póliza de Seguro.* _____
16. Signature of employer representative. *Firma del representante del empleador.* _____
17. Title. *Título.* _____ 18. Telephone. *Teléfono.* _____

Employer: You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within one working day of receipt of the form from the employee.

Empleador: Se requiere que Ud. feche esta forma y que provéa copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de un día hábil desde el momento de haber sido recibida la forma del empleado.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

- Employer copy/Copia del Empleador Employee copy/ Copia del Empleado Claims Administrator/Administrador de Reclamos Temporary Receipt/Recibo del Empleado

7/1/04 Rev.

EXHIBIT 3: TBD

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
OWNER CONTROLLED INSURANCE PROGRAM (OCIP) – GENERAL LIABILITY

Supervisor’s Incident Investigation Report
PROJECT: OAKLAND TOUCHDOWN - CONTRACT #04-0120L4

Incident Date: _____ Time: _____ Place: _____

Claimant Information (Complete one report for each individual involved)

Name: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Telephone: _____ Work Telephone: _____

Email Address: _____

Driver’s License #: _____ State License Issued: _____

If Auto Accident, request insurance information:

Insurance Carrier: _____ Policy No.: _____

Incident Information

Describe in detail how incident occurred: (Attach separate page if necessary)

CalTrans Employee at scene (include Phone / Cell #): _____

Witnesses: (Provide Name, Address & Phone #): _____

Injuries

Does Claimant allege injuries: Yes No Describe Injury: _____

Medical Treatment Requested: Yes No Transported by Ambulance: Yes No

Location Transported to: _____

Property Damage

Describe damaged property (i.e. make, model of vehicle, type of equipment / Attach separate page if necessary)

Give name, address and phone number of owner of property (if different from above):

Were photos taken? Yes No By whom: _____

Police Notified: Yes No Report or File No: _____

Comments: _____

Supervisor’s Name (Please Print): _____ Title: _____

Supervisor’s Signature: _____ Date: _____

