LOS ANGELES COMMUNITY COLLEGE DISTRICT



OWNER CONTROLLED INSURANCE PROGRAM

Reference Guide



OWNER CONTROLLED INSURANCE PROGRAM

Reference Guide

The information presented in this guide is intended to serve as a guide for the administration of the Los Angeles Community College District's LACCD Owner Controlled Insurance Program for Contractors, Subcontractors, College Project Managers, and others who are part of Build-LACCD. This guide serves as a ready reference tool and every effort has been made to assure accuracy. However, the construction contract documents between the individual Contractor and the District, and the insurance policies are the governing documents defining responsibilities and roles of the various parties. In the event of conflict between this document and the contract documents or the insurance policies, the contracts or policies will govern. This guide is subject to change and reissue as needed to remain concurrent with changes in the program.

Los Angeles Community College District Build-LACCD

Table of Contents

SECTION 1 – OVERVIEW	
ABOUT THIS GUIDE	2
What This Guide DoesWhat this Guide Does Not Do	
KEY INFORMATION	2
DEFINITIONS	
SECTION 2 – OCIP ADMINISTRATION	
OCIP ADMINISTRATION	(
PROGRAM SAFETY AND RISK MANAGEMENT	(
SECTION 3 -OCIP INSURANCE COVERGE	
COVERED PARTIES	
EXCLUDED PARTIES	
EVIDENCE OF OCIP COVERAGE	(
SUMMARY OF OCIP COVERAGES	(
Workers Compensation and Employers Liability: Commercial General Liability. Excess Liability Builder's Risk	
LIMITATIONS OF OCIP COVERAGES	8
OCIP TERMINATION OR MODIFICATION	8
SECTION 4 -CONTRACTOR'S REQUIRED COVERAGE	
CONTRACTOR-PROVIDED COVERAGE SPECIFICATIONS	1
Automobile Liability	11 11 11 12
SECTION 5 -CONTRACTOR AND SUBCONTRACTOR RESPONSIB	ILITIES
CONTRACTOR BIDS	14
ADJUSTMENTS FOR COSTS OF OCIP PROVIDED COVERAGES	14
ENROLLMENT	15
A SSICNMENT OF DETUDN DDFMILMS	14

	PAYROLL REPORTS	16
	INSURANCE COMPANY PAYROLL AUDIT	16
	COMPLETION OF WORK	17
	CLAIMS REPORTING	17
	SAFETY STANDARDS AND PREQUALIFICATION	17
	CHANGE ORDER PROCEDURES	17
	CLOSE OUT AND AUDIT PROCEDURES	17
SE	CTION 6 -CLAIM PROCEDURES	
	WORKERS' COMPENSATION CLAIMS	19
	LIABILITY CLAIMS	20
	PROPERTY (BUILDER'S RISK) CLAIMS	20
	AUTOMOBILE CLAIMS	21
	POLLUTION INCIDENTS	21
SE	CTION 7- FORMS	
	INSURANCE CREDIT WORKSHEET (SAMPLE)	22
	INSURANCE CREDIT WORKSHEET (BLANK)	23
	INSURANCE SUMMARY	25
	ENROLLMENT APPLICATION	27
	OCID EDECLIENTLY ASKED OLIECTIONS	28



Overview

Welcome to the LACCD Owner Controlled Insurance Program.

LACCD has elected to insure all eligible construction projects under the LACCD Owner Controlled Insurance Program (OCIP). An OCIP is a consolidated insurance program that insures the District, Enrolled Contractors and their Enrolled Subcontractors and other designated parties for **Work performed at the Project Site(s)**. Certain Contractors and Subcontractors are ineligible for this program. These parties are identified in the definitions section of this guide.

Coverage under the OCIP includes workers' compensation, general liability, and excess liability. In addition, LACCD has purchased course of construction insurance (builder's risk) for property that will become part of the finished work. There is no coverage provided under the OCIP for Contractor-owned property such as equipment nor is there coverage for delay costs.

See Section 7 of this guide for samples of forms that will assist you in identifying your insurance cost. The OCIP Administrator (see p. 5) can assist in determining insurance costs.

LACCD will pay the insurance premiums for the OCIP coverages described below. Contractors and Subcontractors should notify their insurance broker/insurer(s) of the coverages provided under this OCIP for on-site activities to avoid duplication of coverage. Each Eligible bidder is required to exclude from its bid price its normal cost for the insurance coverages that will be provided by LACCD. Bidders may be required to verify the insurance costs excluded from their bids through audit or on request.

Contractors and Subcontractors should be aware that certain requirements for Contractorprovided insurance apply in addition to coverage provided under the OCIP. Please refer to Section 4 of this guide and to the insurance conditions section of the construction contract documents.

Note

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

About This Guide

The guide is designed to identify, define and assign responsibilities for compliance with requirements, completion of documents and forms, and administration of the OCIP.

What This Guide Does

This Guide:

- Identifies responsibilities of the various parties involved in the project
- Provides a basic description of the OCIP operation
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP
- Will be updated throughout the course of the Program as necessary

What this Guide Does Not Do

This Guide does not:

- Provide coverage interpretations
- Provide complete information about coverages
- Provide answers to specific claims questions
- Replace or supersede any of the contract documents or insurance policies applicable

Specific questions about the OCIP, its administration or the coverages provided should be referred to the appropriate party identified in the Project Directory (next section).

Disclaimer

The information in this guide is intended to outline the OCIP. If conflict exists between this guide and the OCIP insurance policies or Contracts between the LACCD and Contractor, the policies or Contracts will govern.

Key Information

This guide includes several important sections that provide quick reference information for Contractors and Subcontractors. Among these are:

- Definitions: (beginning on p. 3) a list of words used in the guide and their meanings
- Project Directory: (p. 5) a listing of key contact people who can provide further information
- Forms: (beginning on p. 21) copies of OCIP forms and instructions for their use

Definitions

Approved Additional Sites:

Storage yards or staging areas used <u>solely</u> in connection with performance of work at the Project Site, approved by LACCD and the insurer and scheduled on the insurance policies.

Certificate of Insurance:

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

Confirmation

A letter issued by the OCIP administrator usually accompanied by a certificate of insurance confirming acceptance into the OCIP.

Contract:

Letter:

A written agreement between the LACCD and the Contractor for specific work, or an agreement between a Contractor and any tier of Subcontractor.

Contractor:

The properly licensed person, firm, joint venture, corporation or other party that has entered into a Contract with the LACCD to perform work at the Project Site.

Contractor Obligation:

The amount the Contractor or Subcontractor is responsible for paying as its contribution for settlement of an insured loss, including defense to the extent losses are attributable to the work, acts or omissions, of Contractor or any of its Subcontractors.

Eligible parties:

Parties performing labor or services at the Project site, unless an Excluded Party.

Employer:

Any individual, firm, or corporation that provides direct construction labor for work performed at the Project Site.

Enrolled:

Those eligible Contractors and Subcontractors who have submitted all necessary enrollment forms and have been accepted into the OCIP as evidenced by a Confirmation Letter and Certificate of Insurance.

Excluded parties:

"Excluded Parties" are:

- (a) Architects, surveyors, engineers, and soil testing engineers, and their consultants;
- (b) Hazardous materials remediation, removal and/or transport companies 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 Project site, companies whose sole duty is to erect and remove temporary fencing or scaffolding and companies that install

elevators and/or escalators;

 (d) Contractors and each of their respective Subcontractors who do not perform any actual labor on the Project site, during the term of the Contract;

(e) Persons or entities who are not Enrolled Parties;

(f) Any other persons or entities not specifically identified or who, whether or not they qualify as Enrolled Parties, are expressly excluded by LACCD.

Insured: LACCD, Enrolled Contractors and Enrolled Subcontractors, and any

other party so identified in the insurance policies.

Insurer: The insurance companies named on a policy or certificate of

insurance that provide coverage for the OCIP.

OCIP: LACCD Controlled Insurance Program – A consolidated insurance

program providing specific insurance coverages as described in this

guide for Work at the Project Site(s).

OCIP

Administrator: Alliant Insurance Services, Inc

On-Site Activities: Those activities "at or emanating from" the project site

Program: LACCD construction and renovation projects eligible and enrolled

in the OCIP.

Program Risk

Manager: Bickmore

Project Site: "Project Site" shall mean those areas designated in writing by

LACCD for performance of the Work and such additional areas as may be designated in writing by LACCD for Contractor's use in performance of the Work. Subject to the notification and other requirements for off-site locations described on p. 17, the term "Site" shall also include (a) field office sites, (b) property used for bonded storage of material for the Project approved by LACCD, (c) staging areas dedicated to the Project, and (d) areas where activities incidental to the Project are being performed by Contractor or Subcontractors covered by the worker's compensation policy included in the OCIP, but excluding any permanent locations of

Contractor or such covered Subcontractors.

Subcontractor: Those persons, firms, joint ventures, corporations or other parties

that enter into a Contract with a Contractor to perform Work relating

to LACCD construction projects.

Work: Operations as fully described in the Contract, performed at or

emanating directly from the Project Site. Also, the entire completed

INTRODUCTION

construction or the various separately identifiable parts required to be furnished under the Contract documents.



OCIP Project Directory

Key OCIP personnel for the project.

OCIP Administrator

Alliant Insurance Services 701 B Street, 6th Floor San Diego, CA 92101 (License No. 0C36861)

Tel. 619-238-1828 Fax. 619-699-2111

Program Manager – Mike Davidson	619-849-3858
E-mail	mdavidson@alliantinsurance.com
Program Administrator - Yolanda Sherrill	619-849-3896
E-mail	ysherrill@alliantinsurance.com
	•
Assistant Program Manager - Jay Zuhlkeon	909-849-3896
E-mail	
Service Specialist – Traci Dorris	619-849-3917
Service Specialist – Traci Dorris E-mail.	
Service Specialist – Traci Dorris E-mail	
E-mail	tdorris@alliantinsurance.com
E-mail Team Leader – Jim Castle	tdorris@alliantinsurance.com 619-849-3807
E-mail	tdorris@alliantinsurance.com 619-849-3807
E-mail Team Leader – Jim Castle E-mail	tdorris@alliantinsurance.com619-849-3807jcastle@alliantinsurance.com
E-mail Team Leader – Jim Castle	tdorris@alliantinsurance.com619-849-3807jcastle@alliantinsurance.com619-849-3771

Program Risk Management and Safety

515 S. Flower Street, 9th Floor Los Angeles, CA 90071

George Kingston (Construction Risk Management)	951-768-0986
E-mail	
Brian Thorne (Safety)	213-593-8793
E-mail	



OCIP Insurance Coverage

This chapter provides a brief description of OCIP Coverages and should be read in conjunction with the Insurance Conditions of the Construction Documents. Refer to the actual policies for details concerning coverage, exclusions and limitations.

Covered Parties

Parties covered as named insureds include LACCD, Enrolled Contractors and Enrolled Subcontractors. Parties included as additional insureds may include some local municipalities, some utility owners, and any other party that LACCD is required under contract to add as an additional insured.

Excluded Parties

Excluded Parties, as defined in Section 1 of this Guide, are precluded from OCIP coverage.

The LACCD reserves the right, at its sole discretion, to include or exclude any Contractor or Subcontractor from the OCIP, even if the Contractor or Subcontractor is eligible to enroll in the OCIP.

Evidence of OCIP Coverage

Each Enrolled Contractor and Enrolled Subcontractor will be issued an individual workers' compensation policy. The OCIP Administrator will provide a Certificate of Insurance evidencing workers' compensation, general liability, and excess liability insurance to each Enrolled Contractor and Enrolled Subcontractor, each of whom will be a named insured on the OCIP policies. Other documentation including workers' compensation claim reporting forms, posting notices, etc., will be furnished to each Enrolled Contractor and Enrolled Subcontractor. Complete copies of policies may be requested from the OCIP Administrator.

Summary of OCIP Coverages

The following sections describe the insurance policies that LACCD has included in the OCIP. These are summaries only. Refer to the policies for actual terms, conditions,

OCIP INSURANCE COVERAGES

exclusions and limitations. In the event of conflict between the policies and these summaries, the policies govern.

Each Enrolled

Contractor and Enrolled Subcontractor will be issued a separate workers' compensation policy.

Workers Compensation and Employers Liability:

<u>Annual</u>	Limits	Per	Insured
		C.	- 44

Part One - Workers' Compensation:

Statutory

Part Two - Employer's Liability:

Bodily Injury by Accident, each Accident: \$2,000,000 Bodily Injury by Disease, each employee 2,000,000 Bodily Injury by Disease, policy limit: 2,000,000

Sampling of Additional Coverages/Modifications:

- Other States Endorsement
- Designated Premises Endorsement
- Waiver of Subrogation
- Alternate Employer Endorsement
- Voluntary Compensation
- USL&H on "if any" basis

A single policy will

be issued for all insureds for all liability coverage. Enrolled Contractors and **Enrolled Subcontractors** will receive certificates.

GENERAL LIABILITY CONTRACTOR OBLIGATION

Contractor shall be responsible, at its own expense, for the first \$5,000 of each occurrence including court costs, attorney fees and costs of defense for bodily injury or property damage to the extent losses payable are attributable to Contractor's Work, acts or omissions, or the acts or omissions of any of its Subcontractors or any other entity or person for whom Contractor may be responsible..

Commercial General Liability

	Limits of Liability Shared by All Insureds
General Aggregate	\$4,000,000
Products/Completed Operations Aggregate	\$4,000,000
Personal/Advertising Injury Aggregate	\$2,000,000
Each Occurrence Limit	\$2,000,000

Sampling of Additional Coverages/Modifications

- Insurance Services Office Occurrence Form CG 00 01
- Broad named insured
- Amend contractual liability to include "other easements"
- Amend Bodily injury definition
- Delete 50' railroad limitation
- Worldwide coverage for suits brought in USA, its Territories & Canada
- Delete Personal Injury/Advertising Injury contractual liability exclusion
- Fellow employee coverage supervisory personnel only
- Designated premises endorsement
- Incidental medical malpractice
- Annual Reinstatement of Aggregates (except Products/Completed Operations)
- Ten (10) Year Products & Completed Operations Extension (single aggregate)
- Pollution exclusions including lead, asbestos and fungi or bacteria
- Exterior finish and insulation system (EFIS) exclusion

Excess Liability

Limits of Liability Shared by All Insureds

Each Occurrence Limit

\$100,000,000

Annual General Aggregate Limit

\$100,000,000

Sampling of coverage amendments

- Following form to underlying insurance
- "Pay on behalf" wording
- Annual reinstatement of limits
- "Contractors Limitation" endorsements deleted
- Scheduled Underlying Coverages: Employer's Liability; Primary Commercial General Liability
- Ten (10) Year Products & Completed Operations beyond Final Acceptance
- Excludes: Real & Personal Property in the care, custody or control of the insured;
 Asbestos; Lead; Discrimination & Wrongful Termination; ERISA; Owned & Nonowned Aircraft, Watercraft, and Automobile Liability; Nuclear Broad Form Liability

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BUILDER'S RISK CONTRACTOR OBLIGATION

Contractor will be responsible for: the first \$5,000 of loss due under the Districts builder's risk insurance program for damage to work of Contractor or any Subcontractor of any tier including damage to work of other Contractors.

Builder's Risk

LACCD will insure, through its Builder's Risk insurance program, all Work while in the course of construction, reconstruction, remodeling, or alteration, including materials incorporated in the Work, against physical loss or damage resulting from the perils normally insured under a "Specified Perils Course of Construction" policy with a Contractor obligation of \$5,000 in the event of damage to the Work. The term "materials incorporated in the Work" used in this paragraph shall mean materials furnished while in transit to, stored at, or in permanent place at the Project Site(s).

Note

Contractors are advised to arrange their own insurance for Contractor-owned equipment and materials not intended for inclusion in the project. The OCIP will not cover Contractor property. Builders' risk coverage provided by the District does not include coverage for delay costs. The descriptions above provide a summary of coverages only. Contractors should refer to the policies for actual terms and conditions.

Limitations of OCIP Coverages

The insurance provided under the OCIP does not extend coverage for products liability to any insured party, vendor, supplier, material dealers or others for any product manufactured, assembled or otherwise worked upon away from the Project Site(s). There is no worker's compensation coverage for work performed away from the Project Site(s)

OCIP Termination or Modification

LACCD reserves the right to terminate or modify the OCIP or any portion thereof. If LACCD exercises this right, Contractors will be provided notice as required by the terms of

OCIP INSURANCE COVERAGES

their individual contracts. At its option, LACCD may procure alternate coverage or may require the Contractors to procure and maintain alternate insurance coverage.



Contractor's Required Coverage

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

Contractors and Subcontractors are required to maintain insurance that protects LACCD from liabilities arising from operations performed away from the Project site, for certain coverage not provided by the OCIP, and for operations performed by excluded parties.

Verification of insurance may be submitted in the form of a Certificate of Insurance on a standard ACORD Form 25-S. Please note requirements for thirty- (30) day notice of cancellation, waiver of subrogation and additional insured status. In addition, an Additional Insured endorsement for each policy naming LACCD, and other parties as referenced by Article 11 of the General Conditions of the Construction Contract shall be provided. Insurers shall be rated A-: VI or better by A. M. Best.

INSURANCE REQUIREMENTS NOT LIMITING

The limits of liability shown for the insurance required of the Contractor and Subcontractors are *minimum* limits only and do not restrict the liability imposed on the Contractor and Subcontractors for Work performed under their Contract.

Contractors are responsible to monitor Subcontractors' (including Excluded Parties) evidence of insurance. LACCD reserves the right to disapprove use of Subcontractors unable to meet the insurance requirements. Certificates evidencing compliance shall be available to LACCD or the OCIP Administrator on request.

Note: Evidence of Compliance Required

Prior to mobilization and within three (3) days of any renewal, change or replacement of coverage, Contractors shall submit to LACCD a Certificate of Insurance evidencing the coverage as specified in this section with a 30-day notice of cancellation provision. General and Excess Liability Policies shall include LACCD and others as required in the contract, and shall be primary and non-contributory. An additional insured endorsement providing completed operations coverage shall be included for the general liability policy.

Contractor-Provided Coverage Specifications

All Contractors

shall provide evidence of automobile liability insurance. The OCIP does not provide automobile liability coverage.

Enrolled

Contractors shall

provide evidence of workers' compensation insurance for off-site activities, including design work

Excluded Contractors shall provide evidence of workers' compensation insurance applicable to this project and off-site.

Enrolled

site activities.

Contractors shall provide evidence of general liability insurance for off-

Excluded Contractors shall provide evidence of general liability insurance applicable to this project and must add LACCD and other parties as additional insureds to the policy.

LACCD does not provide professional liability insurance for Contractors or Subcontractors.

Automobile Liability

Covering all owned, hired and non-owned automobiles, trucks and trailers with coverage not less than that of the commercial Business Auto Policy in limits not less than \$1,000,000 Combined Single Limit each accident for Bodily Injury and Property Damage. Coverage shall apply both on and away from the Project Site.

Workers' Compensation And Employer's Liability

	Minimum Limits of Liability
Part One - Workers' Compensation:	Statutory Limit
Part Two - Employer's Liability:	Annual limit
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

Commercial General Liability/Umbrella Liability

	Minimum Limits of Liability*
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	2,000,000
Personal/Advertising Injury Aggregate	1,000,000
Each Occurrence Limit	1,000,000

Coverage shall be on an Occurrence form providing coverages no less than coverage provided under the Insurance Services Office form CG 00 01 and must apply to bodily injury and property damage for operations (including explosion, collapse and underground coverage), independent Contractors, products and completed operations. Limits can be provided by a combination of a primary Commercial General Liability policy and Excess or Umbrella Liability policy.

Watercraft and Aircraft Liability

Should watercraft or aircraft of any kind be used by Contractor, Subcontractor of any tier, or by anyone else on its behalf, Contractor or Subcontractor shall maintain or cause the operator of the watercraft or aircraft to maintain Liability insurance with a minimum Combined Single Limit for Bodily Injury and Property Damage including Passengers to be determined by LACCD. The policies shall add LACCD and others as required as an additional insured with primary and non-contributory wording.

Professional Liability

All professional service firms must provide appropriate professional liability insurance. Architects and engineering firms must provide insurance covering liability arising out of design errors and omissions with a limit of not less than \$2,000,000 per claim for design prime Contractors. Design build contractors shall provide design build liability insurance with a limit of not less than \$2,000,000 per claim.

Pollution Liability

Hazard remediation Contractors, demolition Contractors and Subcontractors whose work involves removal or treatment of hazardous materials shall provide and maintain Contractor's Pollution Liability insurance that specifically schedules the type of work to be done under the Contract with LACCD or with a LACCD General Contractor. Limits shall be determined by LACCD based on the nature of the contract and the risk involved.

Property Insurance

Contractors and Subcontractors shall arrange their own insurance for owned and leased equipment, whether such equipment is located at a Project Site or "in transit". Contractors and Subcontractors are solely responsible for any loss or damage to their personal property including Contractor tools and equipment, scaffolding and temporary structures, whether owned, used, leased or rented by the Contractor or Subcontractor. Contractors and Subcontractors are also responsible for any loss or damage to property or materials created or provided under the Contract until the property or materials arrive at the Project Site(s).

*Note: All Limits Shown Above are Minimums

For specific contracts where, in the sole opinion of LACCD Program Management, the hazards or nature of the work require special protection and which are Excluded from the OCIP, the Program may require additional coverage or limits from the Contractor.

Note: Waivers Required

Contractor Workers' Compensation, General Liability, Automobile, Umbrella or Excess Liability and Property insurers shall provide Waivers of Subrogation in favor of LACCD and other parties as may be designated in the Contract.



Contractor and Subcontractor Responsibilities

Throughout the course of the Project, Contractors will be responsible for reporting and maintenance of certain records as outlined in this section.

Contractors and Subcontractors are required to cooperate with LACCD and its OCIP Administrator in all aspects of OCIP operation and administration. Responsibilities of the Contractor and Subcontractor are defined in the Contract and include:

- Removing the cost of insurance from bids as appropriate
- Providing each Subcontractor this Reference Guide and Project Safety Standards
- Reviewing and understanding coverages, exclusions, and limitations of OCIP policies
- Enrolling in the OCIP, if eligible, within five (5) working days of notice of award of contract and prior to mobilization on the Site(s)
- Including OCIP provisions in all subcontracts as appropriate
- Providing timely evidence of other insurance or Contractor required insurance to the OCIP Administrator within five (5) working days of notice of award of contract and prior to mobilization on the Site(s)
- Notifying the OCIP Administrator of all subcontracts awarded
- Maintaining and reporting monthly OCIP payroll records
- Cooperating with the OCIP Administrator's requests for information
- Complying with insurance, claim and safety procedures
- Promptly reporting ALL on-site incidents to the Campus Project Manager, Safety Representative and the OCIP Administrator
- Paying general liability or builder's risk Contractor Obligations promptly
- Providing releases for all parties contributing to cost of, or receiving proceeds from, claim payments

- Notifying the OCIP administrator immediately of any insurance cancellation or non renewal (contractor-required insurance)
- Ensuring that Subcontractors comply with all appropriate provisions above
- Cooperating with insurer claims personnel and auditors

Contractor Bids

See Section 7 for forms that can help identify your insurance costs. See Section 2 for information on contacting the OCIP Administrator.

Since LACCD provides insurance for all Enrolled Parties under the OCIP for work performed at the Project Site, Contractor and Subcontractor bids *and change orders* should *exclude* insurance costs for these coverages as required in the Contract. Section 7 of this guide contains worksheets that are used to help identify insurance costs for this Project. These worksheets should be returned with your Bid to identify the credit applied. The OCIP Administrator can also help with your estimate. The section below, "Adjustments for Costs of OCIP Provided Coverages" describes the procedure for bidding, and how the Contractor must remove the cost of OCIP-provided insurance, for Contractor and all Subcontractors, from the bid. After award of the contract, sample copies of the workers compensation, general liability and builders risk policies are available by request to the Construction Risk Manager identified on page 6 of this guide. Parties seeking copies of the policies prior to award of the contract should contact the Build-LACCD procurement staff overseeing the bid process.

Note

Before estimating insurance costs or contacting your insurance representative about excluding this project from regular coverage, you should read this guide in its entirety.

Adjustments for Costs of OCIP Provided Coverages

Each eligible Contractor and Subcontractor is required to *exclude* the cost of OCIP provided insurance coverages from its bid price for the proposed scope of work (including subcontracted work whether or not the Subcontractor is identified at the time of the bid).

To aid the Contractor and its Subcontractors in identifying its costs of OCIP provided insurance, the <u>Insurance Cost and Enrollment Sheet</u> (Form A), included in Section 7, is available for the Contractor and Subcontractor to use. Use a separate form for the Contractor's self-performed work, each identified Subcontractor and for unidentified Subcontractors at the time of the bid. The work sheets are to assist the Contractor and Subcontractor in identifying and removing the amount of the insurance costs from the bid to help remain competitive. The Insurance Cost and Enrollment sheet should be returned with your bid to identify the amount of insurance credit applied.

Note: The OCIP Insurance Cost and Enrollment Sheet (Form A) must be submitted to the OCIP administrator in order to enroll into the OCIP. Full details on this requirement are provided in the following subsection of this guide.

Change orders will be similarly priced by the Enrolled Parties to exclude the cost of OCIP provided insurance coverages. Under the LACCD's OCIP, the final payroll is determined through an audit conducted by the OCIP insurer.

Contractors are responsible for ensuring that their Subcontractors of all tiers also deduct the cost of OCIP provided insurance coverages from their bids. In addition, Subcontractors are required to identify the amount of insurance credit applied to the bid by completing the Insurance Cost and Enrollment Sheet.

Enrollment

See Section 7 for OCIP enrollment forms.

Each Contractor shall provide details about its Subcontractors as necessary to enroll them in the OCIP. The Contractor and Subcontractor must complete and submit the OCIP Cost and Enrollment Sheet (A) included in Section 7. This form must be completed and submitted to the OCIP Administrator prior to mobilization on the Site(s) to obtain coverage under the OCIP. A new Enrollment Application is required from the Contractor and Subcontractor for each new contract awarded. Enrollment for other LACCD projects and contracts does not result in automatic enrollment in new projects and contracts.

Each Enrolled Contractor or Enrolled Subcontractor will receive a Confirmation Letter. A *Confirmation Letter* is a letter issued by the OCIP Administrator that confirms acceptance of the applicant into the LACCD OCIP. On-site work should not begin until you have received written confirmation of your coverage under the OCIP. Contractors and Subcontractors must comply with all the terms of this Guide, and the Program Health, Safety and Environmental Plan, for contract compliance.

Note: Enrollment Not Automatic

Enrollment into the OCIP is required, but not automatic. Eligible Contractors and all eligible Subcontractors MUST complete the enrollment forms and participate in the enrollment process for OCIP coverages to apply. Access to the project site will not be permitted until enrollment is complete. All contractors and sub contractors must enroll in the OCIP for each individual project or contract they are awarded

Assignment of Return Premiums

The cost of the *OCIP* insurance coverages will be paid by LACCD. LACCD will be the sole recipient of any return OCIP premiums or dividends. All Enrolled Contractors and Enrolled Subcontractors shall assign to LACCD all adjustments, refunds, premium discounts, dividends, credits or any other monies due from the OCIP insurers. Contractors shall assure that each Enrolled Subcontractor shall execute such an assignment. The

construction contract also stipulates Contractor and Subcontractor assignment of premiums to LACCD.

Payroll Reports

Each Enrolled Contractor and Enrolled Subcontractor of every tier must report their monthly OCIP payroll identifying worker-hours and payroll with Workers Compensation classification code for all Work performed at the Project Site. This information will be used to provide the LACCD's insurers with information required for determining the LACCD's insurance premiums.

All Enrolled Parties must report their on-site payroll by the 10th of the following month using the website or by completing the OCIP payroll report (form C) and submitting to the OCIP Administrator. Access information will be provided at the time of your enrollment into the Owner Controlled Insurance Program. The monthly worker-hour and payroll information should include any supervisory and clerical personnel that are on-site, and cover all Work performed at or emanating directly from each Project Site. If no on-site work was performed during the payroll reporting period, the information must be submitted indicating zero.

Note: Reporting Mandatory

Failure to submit payroll reports as required may result in the withholding of payments until required documentation is received.

Note: Separate Reports Required

A separate Monthly Payroll Report is required for each Contract for Work you are performing. This report is *not* a certified payroll form.

Insurance Company Payroll Audit

Each Enrolled Contractor and Enrolled Subcontractor is required to maintain payroll records for each Contract. Such records will allocate the payroll by Contract and by Workers' Compensation classification(s) code 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 Partners/Sole Proprietors to the limitations as stated in the state manual rules.

All Enrolled Parties must properly classify payrolls, as these are reported to the rating bureau for promulgation of future Experience Modifiers for said firm. All Parties shall make available their payroll records, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the OCIP insurer(s) and the LACCD's representatives. Availability

of records must be for the policy period, any extension, or during a final audit period as required by the insurance policies.

The *OCIP Insurer* is the insurance company named on the policy or on the Certificate of Insurance that provides coverage for the OCIP.

Completion of Work

Each Enrolled Contractor and Enrolled Subcontractor of every tier must submit a Notice of Work Completion (Form D) when their on-site work is complete and they no longer have workers on Site. The Notice of Work Completion must be submitted to the OCIP administrator.

Final Payment will not be released by the District until all necessary forms have been submitted to the OCIP Administrator.

Parties no longer Enrolled in, or covered by, the OCIP shall obtain and maintain, and shall require each of their Subcontractors of all tiers to obtain and maintain, the insurance coverage specified herein all operations at and away from the project site.

Claims Reporting

Each Contractor and Subcontractor shall follow claims procedures established by the OCIP Administrator. Contractors and Subcontractors agree to assist and cooperate in every manner possible with the adjustment of all claims and demands. Refer to Section 6 of this Guide.

Safety Standards and Prequalification

Each Contractor and Subcontractor is required to have a written safety program and to provide a designated safety representative who is on-site when any Work is in progress. Minimum standards for Contractor safety programs are outlined in the Program's Health, Safety and Environmental Plan. Contractors must pre-qualify their Subcontractors for safety according to the standards in the manual.

In addition, any Contractor or Subcontractor (of any tier) with an Experience Modification Rate (EMR) greater then 1.24 (California Intrastate EMR) will not be permitted to work on the program and are ineligible to enroll in the OCIP. Questions regarding safety standards should be directed to Program Safety identified on page 6 of this guide..

Change Order Procedures

Change orders must also exclude the Contractor's and its Subcontractor's cost of OCIP provided insurance coverages. The OCIP Administrator can help determine these costs.

Close Out and Audit Procedures

The Enrolled Contractor and Enrolled Subcontractors must submit a <u>Notice of Work Completion</u> (Form D) when a Contractor and/or a lower tier Subcontractor has completed

A claims kit will be provided to all Contractors. It will include details about claim reporting and is intended for use at the job site.

A manual establishing minimum standards for Contractor safety programs will be provided to all Contractors.

A Maximum Allowable EMR of

1.24 is established for contractors working on the program.

CONTRACTOR-RESPONSIBILITIES

its Work at the Project Site(s) and no longer has workers on Site.. LACCD will not authorize issuance of final payment until, among other things, all necessary forms have been submitted to the OCIP Administrator. Any general liability or builders risk Contractor Obligation for which the Contractor or Subcontractor of any tier is responsible will be considered at the time of closeout. General liability or builders risk Contractor Obligation previously paid will *not* be considered as a part of the close out.



Claim Procedures

This section describes basic procedures for reporting various types of claims: workers' compensation, liability, and damage to the project.

Workers' Compensation Claims

If needed, first see that the injured worker receives immediate medical care. Call 911 for emergency ambulance response to any life-threatening injuries and contact the campus Sheriff's office. In the event of a serious injury, immediately notify the OCIP Administrator AND Program Safety. The Campus Project Manager also shall be notified.

To report a Worker's Compensation claim either: (1) complete the Form 5020 (also known as the Employer's First Report) which can be found in your Claims Kit and fax it to **866-300-8206 OR**, (2) call the claim into the toll free number: **888-448-4737**. The employer can call this Intake and Referral line and they will complete the 5020 over the phone and fax a copy to the employer, the insurance company (ACE), Build-LACCD Safety Manager as well as the OCIP Administrator. This number is available 24 hours a day, 7 days a week.

The LACCD's OCIP Workers' Compensation insurer has arranged with authorized medical providers and facilities for treatment of all minor or non-life threatening injuries.

The Carve-out

A claims kit will be

provided to all Contractors.

It will include details about

intended for use at the job site. Additional kits or forms are available from

the OCIP Administrator.

claim reporting and is

program requires that all workers' compensation claims are subject to alternative dispute resolution (ADR). Information will be provided separately to each Contractor and Subcontractor.

Los Angeles City Community College

US Health Works 1313 W. 8th Street, Suite 100 Los Angeles, CA 90017 213-401-1970 o 213-747-5304

East Los Angeles Community College

US Health Works 3851 Soto Street Vernon, CA 90058 323-585-7162 o 323-585-0167

Los Angeles Harbor Community College

US Health Works 19401 South Vermont Ave #L100 Torrance, CA 90502 310-324-5777 o 310-324-6245 f

L A City Community College (Northeast)

Stacy Medical Center 1907 E. Washington Blvd. Los Angeles, CA 90021 323-225-2261 o 323-225-2264

East L A Community College (Southgate)

Stacy Medical Center 1907 E. Washington Blvd. Los Angeles, CA 90021 323-225-2261 o 323-225-2264

Los Angeles Pierce College

US Health Works 9700 De Soto Chatsworth, CA 91311 818-882-8100 o 818-700-8255 f

Los Angeles Trade Technical

US Health Works 1313 W. 8th Street, Suite 100 Los Angeles, CA 90017 213-401-1970 o 213-747-5304

L A Mission Community College

Valley Occupational 1009 Glenoaks Blvd San Fernando, CA 91340 818-361-3369 o 818-361-5860 f

L A Valley Community College

US Health Works 16300 Rosco Boulevard, Suite 1-A Van Nuys, CA 91406 818-893-4426 o 818-894-7564 f

West Los Angeles College

Radiant Immediate Care Medical Group 9601 South Sepulveda Blvd Los Angeles CA 90045 310-215-6020 o 310-491-7077 f

L A South West Community College

US Health Works 16630 S. Broadway St. Gardena, CA 90248 310-768-8155 o 310-768-8313 f

All LACCD Campus Locations

Long Beach Medical Clinic 1250 Pacific Avenue Long Beach, CA 90813 562-437-0831 o 562-624-2725 f

Contractors and Subcontractors must designate a representative at the site to take injured employees to the medical treatment center and to report the claim. This individual is to remain with the injured employee at the medical treatment center while he/she is being treated. The treating physician should provide a written description of the injured employee's ability to return to work, a list of restrictions if any, and the estimated length of time the injured worker must be on modified duty (if appropriate). The LACCD requires transitional modified work to keep injured workers gainfully employed during recovery.

Assistance with any OCIP issue can be found by calling the OCIP Administrator at 619-849-3896

Liability Claims

Accidents at or around the Project Site(s) resulting in damage to property of others (other than your own work product), or bodily injury or death to a member of the public, **must be reported immediately to the OCIP Administrator**. Complete and deliver (fax #: 619-699-2111) the <u>Superintendent's Incident Report</u>, including names, addresses, date, time, photos, etc. to the OCIP Administrator within 24 hours of the incident, or otherwise notify the OCIP Administrator at 619-849-3896.

Do *not* admit liability. Cooperate with the LACCD and the OCIP insurer representatives in the accident investigation.

Property (Builder's Risk) Claims

Report incidents or possible claims by **immediately** notifying the OCIP Administrator at 619-849-3896 of any physical damage to the Project. The Contractor will be assessed the first \$5,000 due under the District's builder's risk insurance program. See the discussion on builders risk contractor obligation in section 3 of this Guide.

The District provided builders risk insurance does not cover contractors' equipment or delay costs.

Automobile Claims

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

Even though the OCIP does not cover auto liability, all accidents occurring in or around the job site *must* be reported to the OCIP Administrator at 619-849-3896 The accident will be investigated to determine any liability arising out of the Project construction activities that could result in future claims (i.e. due to the conditions of the roads, etc.). Each Contractor and Subcontractor shall cooperate in the investigation of all automobile accidents.

Pollution Incidents

IMPORTANT: Report all incidents or possible claims by **immediately** notifying the OCIP Administrator at 619-849-3896 of any known or suspected pollution incidents.



Forms

This section contains the forms needed for reporting claims, reporting payroll and other administration of the OCIP.

Form A Contractor Insurance Cost and Enrollment Sheet

Form B Subcontractor Insurance Summary

Form C On-Site Payroll Report

Form D Notice of Work Completion

Note

For assistance in completing these forms, please contact:

Sabrina Rosario, OCIP Administrator 619-849-3896

Jay Zuhlke – OCIP Program Manager 909-230-2737

Company Name:						
Address:						
Person to Contact:						
Email Address of Contact:						
Telephone:	Fax:		Federal I.	D. Numb	er:	
Type of Work:	(Campus/Project Locat	ion:			
Please answer the following: 1. Workers' Compensation Insura	nce:					
Who is your insurance company?						
What is your WC policy expira	tion date?					
What is your WC Policy Numb						
Provide your WC Rating Board	l Number:					
2. Contract Price:						
Estimated % of Self Performed	Work					
Start Date at the project site:						
Who are you Contracted With?						
Work Classification	Work-Hrs	Payroll	WC Rate	/\$100		Premium Cost
		\$	\$		\$	
Totals					\$	
At this point, compute your net cos Compensation Insurance		Times experience m	nodifier:			
		Equals modified pre	emium	\$		
		Plus/Minus Rate De	eviations	\$		
		Less: Any Premium	Credits	\$		
		TOTAL WORK COMP	. COSTS	\$		
CALCULATE YOUR ESTIMATI	ZD I IADII ITV	INCLID ANCE COST	7			
Your Current Policy Rat				(Equal)		Premium Cost
CGL	×			= \$		
Excess	×	-		= \$		
		LIADUITY DDEMU		\$		
		LIABILITY PREMIL	JIVI COSTS	=		
Your subtotal cost for insurance (w	vork comp. & li	ability) ———		<u>\$</u>		
Overhead & Profit on Insurance P	Prem. %	O/H & Profit Amou	nt —	→ \$		
Total lower tier subcontractors insi				→ ⁻	¢	
	•	orm b)				
TOTAL INITIAL INSURANCE CRE	DII			→	Φ	
G: II	Tr. 1			ъ.		
Signed by:	11tle	<u>:</u>		Date: _		
Print Name:						
Need Help with this Form, Call Sabrin	a Rosario, OCIP	Administrator Telephon	e: (619) 849-3896	5		

FORM A: Contractor Insurance Cost and Enrollment Sheet – LACCD OCIP

FORM B: Subcontractor Insurance Summary – LACCD OCIP

YOUR KNOWN SUBCONTRACTORS:

Contracting Parties & Trades	Amount of Contract	Estimated Worker-Hours	Estimated Payroll	Initial Insurance Credit

ADDITIONAL TRADES NOT YET ASSIGNED TO A SUB:

TERRITORIE TREBERTOT TELLESCOTES TO TROOP.						
Contracting Parties &	Amount of Contract	Estimated Worker-Hours	Estimated Payroll	Initial Insurance Credit		
Trades						

TOTAL ESTIMATES FOR CONTRACT:

Need help with this form, call: Sabrina Rosario, OCIP Administrator Telephone (619) 849-3896.

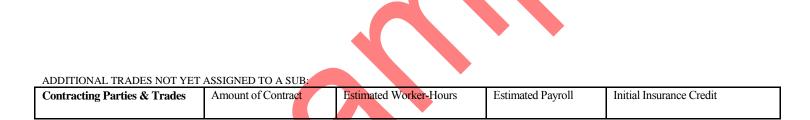
FORM A: Contractor Insurance Cost and Enrollment Sheet – LACCD OCIP - SAMPLE

Company Name:	ABC Company,	Inc				
Address:	4558 Main St, Anytown, CA 54588					
Person to Contact:	tact: Steve Franks					
Email Address of Contact:	nail Address of Contact: sfranks@abco.com					
Telephone: <u>213-555-555</u>	Fax: <u>213</u> -	444-4444	Fede	eral I.D. N	Jumber: <u>94-</u> 9	999999
=	mpus/Project Lo	ocation: Los Angele				
Please answer the following: 1. Workers' Compensation Insura Who is your insurance compan What is your WC policy expira What is your WC Policy Numb Provide your WC Rating Board 2. Contract Price: Estimated % of Self Performed Who are you Contracted With?	y? tion date? eer? I Number:	Hartford I June 1, 20 WC 4948: n/a \$2,000,00 85 % XYZ Indu	012 3739 0		(
Work Classification	Work-Hrs	Payroll	WC Ra			Premium Cost
5190 – Electrical Wiring	5,000	\$200,000	\$ 3.00		\$ 6,000	
5606 – Contractor Supervisor	5,000	\$250,000	\$ 2.50	7	\$ 6,250	
Totals					\$ 12,250	
At this point, compute your net cos Compensation Insurance		Times experience Equals modified p Plus/Minus Rate I Less: Any Premiu TOTAL WORK COM	remium Deviations m Credits		9,800 \$ 9,800 \$ \$ 9,800	80
CALCULATE YOUR ESTIMATE Your Current Policy Rate		INSURANCE COS Project Payroll or		(Equal)		Premium Cost
CGL \$7.45 per \$1000	×	\$2,000,000		=	\$14,900	
Excess \$1.25 per \$1,000	×	\$2,000,000		=	\$2,500	
		LIABILITY PREM	IIUM COSTS		\$17,400	
Your subtotal cost for insurance (w	vork comp. & lia	hility) ———		•	\$27,200	
	•	•			* , 	
Overhead & Profit on Insurance P		· ·		_	\$ 2,720	
Total lower tier subcontractors inst TOTAL INITIAL INSURANCE CRE	*	orm B) ————		→	\$ <u>8,000</u> \$ <u>37,920</u>	
Signed by:			Date:		Ψ <u>σ.,σ2σ</u>	
Print Name:						
Need help with this form, call: Sabrina	a Rosario, OCIP A	dministrator Telephor	ne: (619) 849-3890	5		

FORM B: Subcontractor Insurance Summary – LACCD OCIP – SAMPLE

YOUR KNOWN SUBCONTRACTORS:

Co	ntracting Parties & Trades	Amount of Contract	Estimated Worker-Hours	Estimated Payroll	Initial Insurance Credit
EZ	Conduit Co.	\$300,000	3,000	\$60,000	\$8,000



TOTAL ESTIMATES FOR CONTRACT:

\$300,000 3,000

\$60,000

\$8,000

Need help with this form, call: Sabrina Rosario, OCIP Administrator Telephone (619) 849-3896.

FORMS

												Mail or F	ax to:
For assistance call:		Owner Controlled Insurance Program								Sabrina F	Rosario		
Sabrina Rosario 619-849-3896		Form C. Monthly Payroll & Workhours Reporting Form									Alliant Insurance 701 B Street, 6th Floor		
			J	liloning	I dyron d	CCD OCIP	reporting rol					San Diego, (Fax: (619) 6	
_					LA	CCD OCIP					L_	(0.10)	
Cubaantraatan Nama					B					Meter All no	well figures	abauld raflact	anh: 14/2ana
Subcontractor Name:				Project Area:						Note: All payroll figures should reflect only W2 wages			
Prepared By:				Project Description:						for work performed on site. Overtime wages should be			
Date:	/ /	First Report:			Contract/Bid #:					calculated a	s regular tin	ne. Retain this	form to present
Payroll Month Ending:	1 1	Last Report:		Purchase Order #:						proof to your insurance carrier in the event of a			vent of audit.
	wc	Week/		Week		Week	l	Week	1	Week	1	Month	ly Totals
WC Classifications	Code	Payroll	Wkhrs	Payroll	Wkhrs	Payroll	Wkhrs	Payroll	Wkhrs	Payroll	Wkhrs	Payroll	Wkhrs
Example:	5000												
Project/Construction Mgr.	5606												
													_
													-
													_
TOTAL PAYROLLS & WO											ı		

Form D: Notice of Work Completion

Project:	LACCD OCIP	
Contract Numl	ber:	
Contractors Le	egal Name:	
Address:		
Work Perform		
	Contractors and Subcontractors led for final payment:	have completed their Work at the Site and are
Contra	ctor or Subcontractor:	
Date th	nis Contract Completed:	
Date To	otal Work Completed:	
List Subcontra	actors, if any, which are included in	in this Work and contract amount for each:
Final Insurance	e Audits may be made from recor	rds located at:
Signature:		Date:
Name:		Title:

What is an Owner Controlled Insurance Program or OCIP?

An "Owner Controlled Insurance Program" (OCIP) or "wrap-up," is a consolidated insurance program whereby the insurance for the Owner (the District) and eligible and enrolled subcontractors is provided through a master program for each line of coverage.

Have OCIPs been used previously or is this a new concept?

OCIPs have been used successfully in commercial construction for decades. In the past decade, OCIPs have become the dominant method for insuring large public works.

Why does the District want to do an OCIP?

The driving force behind the decision to implement an OCIP is to assure comprehensive coverage and high limits of insurance for LACCD construction projects. There are many other reasons, including possible savings and elimination of cross-suits.

Who pays for the OCIP coverages?

The District pays the OCIP premium to the insurance company.

What coverages are provided under the District OCIP?

The OCIP program will provide General Liability, Workers' Compensation, Excess Liability and Builder's Risk for all of eligible and enrolled contractors.

What coverages are not included in the OCIP?

Automobile, environmental, and professional liability coverages and coverage for the contractor's own property or costs for delay are not included in OCIP. Contractors and Subcontractors also will be required to provide their own general liability and workers' compensation coverage for off-site activities and automobile coverage for both on-site and off-site. Other coverages may be required of certain contractors depending on the nature of the work. The District may purchase additional coverages for its own protection.

Are there any special enhancements provided by the OCIP policy?

The general and excess liability policies provide the following coverages that are not readily available to all subcontractors. Products/Completed operations coverage is extended 10 years (current statute of limitations) beyond the final acceptance of the project. The OCIP policy will respond to covered losses that occur up to the statute of limitation dates.

While not a specific coverage enhancement, the fact that all parties have the same coverage is a real benefit of an OCIP. The District can now be confident all insured parties have met their liability insurance requirements and the subcontractors can now be sure their policies provide the coverage for the work they are performing and are contractually obligated to provide.

What limits of coverage will be purchased for the District's OCIP?

The combined general liability and excess liability limits are as follows:

\$ 102,000,000 Per Occurrence \$ 104,000,000 General Aggregate

\$ 104,000,000 Products/Completed operations Aggregate

OCIP FREQUENTLY ASKED QUESTIONS

These limits cover all insureds and will be shared with all projects in the OCIP. Aggregates (policy maximums) are annual except for Products/Completed Operations, which is a one-time limit.

Are there any deductibles that apply to the subcontractors?

In lieu of a deductible, the District will assess each Contractor a 'contractual obligation' for losses resulting in damage to the work or liability claims made against any party covered by the OCIP liability policy. This contractual obligation is like a policy deductible, except that in the case of a liability claim the contractor will pay the money directly to the District. The Contractor will be responsible for the first \$5,000 of loss due under the Districts builder's risk insurance program for damage to work of the Contractor or any Subcontractor of any tier including damage to work of other contractors.

How does this affect my regular insurance?

You should discuss this with your insurance broker. Generally, your regular insurer(s) (general liability and workers' compensation) will not charge for the portion of your work done under an OCIP but will exclude losses arising out of work done on the OCIP (covered by the OCIP insurers).

How does this affect my bid?

Contractors will be asked to bid all of their work, including change orders, net of insurance costs. To assist in identifying insurance costs, please refer to the forms section of the OCIP Reference Guide for the Insurance Credit Worksheet. A separate form can be used for your self-performed work, each identified subcontractor and for unidentified subcontractors at the time of the bid. The worksheets are to assist you in identifying and removing the amount of insurance costs from your bid to help you remain competitive. The form should be returned with your bid to identify the amount of insurance credit you applied.

Who must participate in the OCIP?

All Eligible Contractors must participate in the OCIP. Certain contractors are not eligible including consultants, surveyors, hazardous waste abatement contractors, suppliers and transportation companies. See the *OCIP Reference Guide* page 3 Definitions for a complete listing of excluded contractors.

Who should I call if I have questions?

Many questions are answered in the District's *OCIP Reference Guide*, distributed with bid information. Any other questions during the bidding process must be referred to the District's Program Manager. Once your company has been awarded a contract, you may direct your questions to the OCIP Administration team or the Construction Risk Manager identified on page 6 of the OCIP Reference Guide.

