



*The Regents of the University of California
University Controlled Insurance Program
(UCIP)*

Bid/Contract Insurance Requirements (Insurance Manual)

for the
[CAMPUS]
[PROJECT]
Construction Project



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Section 1: About the UCIP

The Regents of the University of California (“University of California”, “UC”, or the “Sponsor”) has elected to implement a University Controlled Insurance Program (“UCIP”) that will provide Workers’ Compensation, Employer’s Liability, General Liability, and Excess Liability coverage for the enrolled Construction Manager/General Contractor, Design-Builder, Prime Contractors (referred to as “General Contractor” as appropriate for the type of delivery method), and subcontractors of every tier (collectively referred to as “Subcontractor(s)”, unless otherwise specified), for Work on or at the Project Site. The enrolled General Contractor and Subcontractors shall also be referred to as Enrolled Parties.

The UCIP is a single insurance program that also insures UC, the University Campus, and other designated parties. UC will pay premiums associated with the UCIP, subject to verification that the Contract amount is exclusive of all Cost of UCIP Coverage as provided in Section 2 of this manual and unless otherwise stated in the Contract documents.

Note: Participation in the UCIP is mandatory (but not automatic) for all Eligible Parties, unless operations are specifically excluded. Therefore, UC has specified that insurance costs be excluded from all bids and any change orders.

The Enrolled Parties shall have excluded from their bids costs for insurance as set forth in Section 2. Upon award, the selected General Contractor and Subcontractors will be required to complete UCIP enrollment information to the UCIP Administrator, who will verify the insurance cost amount identified. The Enrolled Parties will receive approval from the UCIP Broker in the form of a Certificate of Insurance for UCIP coverage, which is issued by the UCIP Administrator.

While the UCIP is intended to provide uniform coverage and reasonable limits, the UCIP is not intended to meet all the insurance needs of the Enrolled Parties. **The UCIP does not provide all of the insurance required for the project, for example but not limited to coverage for Professional Liability, Environmental/Pollution Liability, Automobile Liability, Equipment Floaters, Builder’s Risk or bonds.** Note that while the UCIP does not include coverage for Builder’s Risk, UC does in certain cases provide this coverage through a different Master Program / policies (please see General Conditions for details). It is recommended that the Enrolled Parties discuss the UCIP with their insurance agent or consultant to assure that other proper coverage is maintained.

Note: Insurance coverage and limits provided under the UCIP are limited in scope and are specific to Work performed after the inception date of your enrollment into this program. It is recommended you have your insurance representative review this information. Any additional coverage you procure will be at your option and expense.

In addition to the insurance provided under the UCIP, Enrolled Parties shall obtain and maintain, and shall require each of their Subcontractors of all tiers to obtain and maintain, the insurance coverage specified in Section 4. Enrolled Parties no longer enrolled in or covered by the UCIP and Excluded Parties shall obtain and maintain, and require each of their Subcontractors of every tier to obtain and maintain, the insurance coverage specified in Section 4.

About this Manual

This Insurance Manual has been prepared by Willis Insurance Service of California, Inc. (Broker), the UCIP Administrator, UC, and the University Campus. This manual is designed to provide an overview of the UCIP and identify, define, and assign responsibilities for the administration of the UCIP. This document may be updated from time to time during the course of the Contract and the Enrolled Parties hereby agree that the most current version of

this Insurance Manual is binding as part of the Contract. Insurance Manuals will be distributed by the UCIP Administrator to the General Contractor and, as requested, to each Subcontractor.

What this Manual Does

This manual:

- Sets forth the responsibilities of the various parties involved at the Project Site, including the insurance-related obligations of the General Contractor and Subcontractors of all tiers, whether or not enrolled in the UCIP.
- Describes the general structure of the UCIP.
- Provides a basic description of UCIP coverage.
- Describes audit and administrative procedures.
- Provides answers to basic questions about the UCIP.

What this Manual Does Not Do

This manual does not:

- Provide complete information about coverage.
- Amend, modify, or change the policies.
- Provide coverage interpretations or answer specific claim questions.

Refer questions concerning the UCIP, its administration, insurance coverage, or claims to the appropriate party identified in the UCIP Directory below.

This Manual does not, and is not intended to, provide coverage interpretations or complete information about coverage. The terms and conditions of the insurance policies will govern how coverage is applied. The information herein is not intended to alter any provisions of the actual contract documents of the General Contractor or Subcontractors, and if any such conflict occurs, the contract documents will govern.

UCIP Directory

UCIP Sponsor

The Regents of the University of California, Office of the President, 1111 Franklin Street, Oakland, CA 94607

UCIP Broker, Manager, and Administrator

Willis Insurance Services of California, Inc., 525 Market Street, Suite 3400, San Francisco, CA 94105

| <i>Title</i> | <i>Name</i> | <i>Office Number</i> | <i>Mobile Number</i> | <i>E-Mail Address</i> |
|---|-------------|----------------------|----------------------|-----------------------|
| Willis Client Manager (Broker) | | | | |
| UCIP Risk Consultant Northern California | | | | |
| UCIP Risk Consultant Southern California | | | | |
| UCIP Administrator | | | | |

**University Controlled Insurance Program
 Bid/Contract Insurance Requirements (Insurance Manual) for the
 [PROJECT] Construction Project**

UCIP Insurer

Liberty Mutual Insurance, 157 Berkeley Street, Boston, MA 02116

| Title | Name | Phone Number | E-Mail Address |
|-------------------------|------|--------------|----------------|
| Regional Safety Manager | | | |
| Claims Reporting | | | |

University Campus

[CAMPUS / MEDICAL CENTER NAME], [CAMPUS ADDRESS]

| Title | Name | Office Number | Mobile Number | E-Mail Address |
|------------------------------------|------|---------------|---------------|----------------|
| Program Manager | | | | |
| Contracts Manager/Administrator | | | | |
| Campus Director of Risk Management | | | | |

Project General Contractor

[GENERAL CONTRACTOR NAME], [CONTRACTOR ADDRESS]

| Title | Name | Office Number | Mobile Number | E-Mail Address |
|-----------------------------------|------|---------------|---------------|----------------|
| Project Manager | | | | |
| Project Supervisor | | | | |
| General Contractor Safety Manager | | | | |

All incidents and accidents are to be reported immediately to the General Contractor Safety Manager and the UCIP Risk Consultant. For emergencies, also call 911.

UCIP Definitions

The following definitions shall apply throughout this manual:

| | |
|---------------------------------|--|
| Additional Insureds | Other parties that UC requires to be added to policies are added as additional insureds. These parties are also referred to as Insureds. |
| Certificate of Insurance | A document providing basic information for a particular insurance policy or policies. |
| Contract | A written agreement between the General Contractor and the University Campus, a written agreement between the General Contractor and prime contractor, or a written agreement between a Subcontractor of any tier and its hiring contractor, as set forth in the Contract documents. |
| Cost of UCIP Coverage | General Contractor's or Subcontractor's projected or actual cost should they have provided the Workers' Compensation and Employer's Liability, Commercial General Liability, and Excess/Umbrella Liability insurance that is provided under the UCIP. The Cost of UCIP Coverage includes insurance premiums, related taxes and assessments, markup on the insurance premiums, and losses retained through the use of a self-funded program, self-insured retention, or deductible program. The cost of insurance must include expected losses within any retained risk. |
| Eligible Parties | Unless excluded under Excluded Parties, the General Contractor and all Subcontractors of every tier and such other persons or entities as UC may designate, at its sole discretion, that will perform any labor at the Project Site. Labor may be performed either by the party or by a Subcontractor to a party. |
| Enrolled Party/Parties | Entities who have been awarded work, who have submitted all necessary enrollment forms, have met the enrollment requirements, and have been issued a Certificate of Insurance by the UCIP Administrator. Insureds on the UCIP policies, which include: <ol style="list-style-type: none"> 1. The General Contractor that is eligible for and enrolls in the UCIP; 2. A Subcontractor that is eligible for and enrolls in the UCIP; 3. Any other Eligible Party that enrolls in the UCIP. |

| | |
|---------------------------|---|
| Excluded Parties | <p>Entities that are not enrolled in the UCIP. These include, but may not be limited to:</p> <ol style="list-style-type: none"> 1. Contractors whose Work includes demolition by means of blasting techniques or wrecking ball; 2. Contractors whose Work includes hazardous materials remediation, removal and/or transportation companies and their consultants; 3. Architects, surveyors, engineers, and soil testing engineers, and their consultants (except for architects, surveyors, engineers and soil testing engineers that are employees of Contractor or Subcontractor); 4. Vendors, suppliers, material dealers, manufacturing representatives, truckers, haulers, drivers, common carriers, equipment rental companies who perform equipment maintenance (does not apply to those who erect or install such rented equipment at the jobsite, or provide operators) and others who do not perform Work at the Project site or who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site; 5. Persons or Entities who are not an Eligible Party who are enrolled in the UCIP; and 6. Any other person or entity that the University, acting in its sole discretion, elects to exclude, even if otherwise eligible. |
| General Contractor | <p>The construction management firm, general contracting firm, design-builder firm, or prime contractor firm (referred to as “General Contractor” as appropriate for the type of delivery method), under direct Contract with the University of California or one of its campuses or medical centers for the overall responsibility of the Project Site during its construction.</p> |
| Insured | <p>The University of California and the Enrolled Parties that have been named in a policy, Certificate of Insurance, or advice of insurance signed by a duly authorized representative of the Insurers.</p> |
| Insurer | <p>The companies underwriting insurance coverage provided under the UCIP.</p> |
| On-Site Activities | <p>Those activities on or at the Project Site</p> <p>The UCIP does not provide insurance coverage for permanent yards or other locations of the General Contractor or Subcontractors that have not been designated in the Contract Documents, except as specifically requested by the Enrolled Contractors and/or University Campus, approved by the University of California’s Office of the President, and endorsed by the Insurer.</p> |
| Project Site | <p>As defined in the Contract Documents (General Conditions) and on file with Insurer.</p> |
| Sponsor | <p>The Regents of the University of California, also referred to as the University of California or “UC”.</p> |

| | |
|-----------------------------------|---|
| <p>Subcontractor</p> | <p>A company providing labor on the Project Site that has entered into a Contract with the University, the General Contractor, or a hiring Subcontractor.</p> <p>All trades are to be enrolled into the UCIP unless the University of California specifically approves exclusion or unless an Excluded Party.</p> |
| <p>UCIP</p> | <p>The University Controlled Insurance Program, which is the program under which Workers' Compensation, Employer's Liability, Commercial General Liability, and Excess Liability are provided to Enrolled Parties while performing operations at the Project Site.</p> <p>The UCIP does not provide other coverages that might be required for Enrolled Parties, for example, Professional Liability, Pollution Liability, Automobile Liability, Equipment Floaters, Builder's Risk or Performance Bonds.</p> |
| <p>UCIP Administrator</p> | <p>The firm responsible for brokering, managing, and administering the UCIP:</p> <ul style="list-style-type: none"> • Willis Insurance Services of California, Inc. (identified as "Willis") 525 Market Street, Suite 3400 San Francisco, CA 94105 <p>MRM Consulting, Inc. is the the firm working for Willis on the University of California's behalf, responsible for the day-to-day administration of the UCIP.</p> <p>Refer to the UCIP Directory.</p> |
| <p>UCIP Broker/Manager</p> | <p>The firm responsible for brokering, managing, and administering the UCIP:</p> <ul style="list-style-type: none"> • Willis Insurance Services of California, Inc. (identified as "Willis") 525 Market Street, Suite 3400 San Francisco, CA 94105 <p>Refer to the UCIP Directory.</p> |
| <p>University Campus</p> | <p>The University of California at [CAMPUS OR MEDICAL CENTER NAME].</p> <p>The UC campus or medical center that is under direct Contract with the General Contractor for the Work.</p> |
| <p>Work</p> | <p>As defined in the Contract Documents (General Conditions).</p> |

Section 2: Applicability of the UCIP

Subcontractors not enrolled in the UCIP shall be required to maintain their own insurance. Coverage types and limits set forth in Section 4 (including, but not limited to, Workers' Compensation, General Liability, Excess Liability, and Automobile Liability) are minimums. Prior to commencing Work at the Project Site, the Enrolled Parties shall promptly furnish the UCIP Administrator with a Certificate of Insurance, evidencing that all required insurance is in force. Please see the *Sample Certificate of Insurance for Non-UCIP Coverage* in Section 7.

Bidding General Contractors' and Subcontractors' Insurance Cost Identification

In all bids, the Eligible Parties to be enrolled in the UCIP shall identify all projected costs associated with Cost of UCIP Coverage for all of their on-site Work, including, but not limited to, insurance premiums, expected losses within any retention, or deductible program, using *UCIP Form 1: Enrollment Information*, a copy of which is incorporated in Section 7 of this manual.

By completing and submitting *UCIP Form 1: Enrollment Information*, including supporting documents (copies of policy declaration pages and premium rate pages, as well as a Certificate of Insurance) to the UCIP Administrator, the Eligible Parties warrant that all Costs of UCIP Coverages as described in this section have been correctly identified for the on-site Work and excluded from their bids.

When completing information on the Excess premium charges on *UCIP Form 1: Enrollment Information*, the Eligible Parties will utilize their applicable insurance rate. If an Excess rate is not available and the Eligible Parties' policies are written on a flat premium basis, the Eligible Parties will develop a rate based upon their overall annual payroll or receipts. The payroll (or receipts) will be divided into the Excess premium charge to determine a fair rate to apply to insurance for the Contract.

The below coverage and limit basis should be used for the purpose of calculating and reporting the projected Cost of UCIP Coverage on *UCIP Form 1: Enrollment Information*. These costs are NOT to be included in the Eligible Parties bid.

Workers' Compensation and Employer's Liability

Workers' Compensation insurance statutory benefits as provided by state statute and Employer's Liability annual limits:

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

Commercial General Liability

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

Coverage must be on an Occurrence Form and it must apply to bodily injury and property damage for ongoing operations (including explosion, collapse, and underground coverage), independent contractor or subcontractor, and products and completed operations.

Excess Liability/Umbrella

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

Change Order Pricing

Change Orders submitted by the Enrolled Parties must **exclude** the Cost of UCIP Coverage as specified in this section.

Section 3: UCIP-Provided Coverage

UC, at its sole expense, has implemented the UCIP to furnish certain insurance coverage with respect to On-Site Activities. The UCIP will be for the benefit of UC, the University Campus, and its Enrolled Parties, which have on-site labor. Such coverage applies only to Work performed under Contract at the Project Site. Enrolled Parties must provide their own insurance for offsite activities and coverage not provided by the UCIP (see Sections 3 and 4). Excluded Parties must provide their own insurance for all offsite and on-site activities.

The UCIP Administrator will provide upon enrollment a Certificate of Insurance evidencing Workers' Compensation, General Liability, and Excess Liability coverage to the Enrolled Parties, each of whom will then be a named insured on the UCIP policies. Other documentation, including claim reporting forms, posting notices, etc., will be furnished to the Enrolled Parties. Each Enrolled Party will receive a separate UCIP Workers' Compensation policy issued by the UCIP Insurer and distributed by the UCIP Broker.

Insurance policies are available to Enrolled Parties at www.Willis.com. Please contact the UCIP Administrator for login information.

The terms of such policies or programs may be, from time to time, amended. The Enrolled Parties hereby agree to be bound by the terms of coverage as contained in such insurance policies. If any conflict exists between this Insurance Manual and the UCIP policies, the insurance policies will govern.

Note: The UCIP only applies for the Construction Services/Phase as summarized below:

For CM-at-Risk Contracts:

*Phase 1: Pre-Construction Services – UCIP does **NOT** apply to this portion of the Work
Phase 2: Construction - UCIP does apply to this Work

For Design Build Contracts:

*Phase 1: Design Development Documents – UCIP does **NOT** apply to this portion of the Work
*Phase 2: Construction Documents – UCIP does **NOT** apply to this portion of the Work
Phase 3: Construction - UCIP does apply to this Work

For Lump Sum and Multiple Prime Trade Contracts: UCIP only applies once a Notice to Proceed has been issued for Work on or at the Project Site.

Only once UC has executed the first Notice to Proceed for Work in the applicable Phase as shown above, coverage for each Enrolled Party will incept as per the date shown in the Certificate of Insurance evidencing enrollment in the UCIP.

***The General Contractor and Subcontractors are Excluded Parties for the noted phases and any other contracted services/phase(s) that precede a Notice to Proceed for Work on or at the Project Site and must provide evidence of insurance as specified for Excluded Parties in Section 4 during this time.**

UC will provide and maintain in force the types of insurance listed below as a part of the UCIP for all Enrolled Parties. The Enrolled Parties agree that the insurance company policy limits of liability, coverage terms, and conditions shall determine the scope of coverage provided by the UCIP.

Note: Insurance coverage and limits described in this Section are limited in scope and are specific to Work performed at the Project Site and after the inception date of your enrollment into the UCIP.

Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

This summary is not an insurance policy and is not intended to amend, alter, or extend the coverage afforded by the UCIP policies. The coverage provided under the UCIP policies is governed by the terms, conditions, exclusions, and limitations of the UCIP policies. The following descriptions provide a summary of the insurance coverage provided under the UCIP.

Workers' Compensation and Employer's Liability Insurance

Workers' Compensation/Employer's Liability will be provided in accordance with applicable California laws. Limits of liability and coverage will be as follows:

- Workers' Compensation..... California Statutory Benefits
- Employer's Liability:
 - \$1,000,000..... Bodily Injury by Accident, each accident
 - \$1,000,000..... Bodily Injury by Disease, policy limit
 - \$1,000,000..... Bodily Injury by Disease, each employee

Note: General Contractor and all Subcontractors' premium and loss experience will be reported to the rating authorities for use in calculating their own experience modification. Losses on any UCIP Project Site will directly impact the General Contractor's and Subcontractors' future insurance costs; therefore, it is critical, as well as beneficial, for all safety procedures to be followed on the Project Site.

Commercial General Liability Insurance

General Liability will be provided on an "occurrence" form under a master liability policy, reflecting the following limits of liability, coverage, and terms:

- Limits of Liability:
 - \$ 4,000,000 General Aggregate (Reinstated Annually)
 - \$ 4,000,000 Completed Operations Aggregate
 - \$ 2,000,000 Bodily Injury & Property Damage, each occurrence
 - \$ 2,000,000 Personal/Advertising injury, each occurrence
 - \$ 1,000,000 Fire Damage Legal Liability
 - \$ 10,000 Medical Expense
- Coverage and Terms shall include, but not be limited to, the following:
 - Aggregate limits specified are shared by all Enrolled Parties for all projects insured for the University Campus and any associated medical center.
 - Products and Completed Operations Extension is 10 years.
 - This insurance will not provide coverage for products liability to any Insured party, vendor, supplier, offsite fabricator, material dealer, or other party for any product manufactured, assembled, or otherwise worked upon away from the Project Site.
 - This policy contains exclusions. Some key exclusions are:
 - Real and personal Property in the care, custody, or control of the Insured;
 - Asbestos;
 - Lead;

- EIFS;
- Fungi and Bacteria;
- Discrimination and Wrongful Termination;
- ERISA;
- Architects and Engineers Errors & Omissions;
- Owned & Non-Owned Aircraft, Watercraft, Pollution, and Automobile Liability;
- Nuclear Broad Form Liability
- Electronic Data Liability

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

Excess Liability Insurance

Excess Liability will be provided under a master liability policy for all Insureds reflecting the following Limits of Liability, Coverage, and Terms as follows:

- Limits of Liability:
 - \$100,000,000.....Each occurrence Limit
 - \$100,000,000.....Annual General Aggregate Limit
- Coverage and Terms include:
 - Aggregate limits specified are shared by all Enrolled Parties for all projects insured for the University Campus and any associated medical center.
 - The policies are follow form (provisions, coverage, exclusions, etc.) of underlying Commercial General Liability and Employer’s Liability policy wording.
 - University of California reserves the right to supply additional limits upon final review.

General Contractor Obligation

In the event of a UCIP Commercial General Liability loss, General Contractor shall pay to the University an amount as set forth below. Payment of the General Contractor Obligation shall not in any way limit the liability of General Contractor to University or otherwise. The amount to be paid, which is based on the Contract Sum of the Contractor’s Contract, at the time of loss, is as follows:

| <u>Contract Sum at the Time of Loss</u> | <u>Amount to be Paid (Per Occurrence)</u> |
|---|---|
| \$2,500,000 or Less | \$ 10,000 |
| \$2,500,001 to \$10,000,000 | \$ 15,000 |
| \$10,000,001 to \$25,000,000 | \$ 25,000 |
| \$25,000,001 to \$50,000,000 | \$ 50,000 |
| \$50,000,001 to \$75,000,000 | \$ 75,000 |
| \$75,000,001 or more | \$ 100,000 |

Note: General Contractor and Subcontractors are advised to procure insurance for owned or leased equipment and materials not intended for inclusion in the construction at the Project Site. The UCIP will not cover General Contractor or Subcontractor property.

Coverage of Offsite Locations

Subject to Article 11.1 of the General Conditions, for purposes of the UCIP, Work that is performed at a location off the Project Site could have UCIP apply as though it was Work performed on or at the Project Site, on an exception basis, only if such offsite coverage is offered by the Supplementary Conditions and provided that:

- The off-site location meets the requirements of the *UCIP Form 4: UCIP Coverage Questionnaire for Work at a Dedicated Offsite Location*.
- The Contractor specifically requests from the University coverage for the offsite location.
- The UCIP Insurer approves enrollment of the offsite location.

Should the Contractor meet ALL criteria shown on the UCIP Form 4: UCIP Coverage Questionnaire for Work at a Dedicated Offsite Location, the Contractor must complete and submit UCIP Form 4 to the UCIP Administrator with its completed UCIP Form 1: Enrollment Information. Persons and entities eligible for such coverage (see Article 11.1.2 of the General Conditions), unless excluded under Article 11.1.5 of the General Conditions, will be required to enroll in the UCIP.

UCIP Termination or Modification

UC or the University Campus may, for any reason, modify the UCIP coverage, discontinue the UCIP, or request that any Enrolled Party of any tier withdraw from the UCIP upon thirty (30) days written notice. Upon such notice, the Enrolled Party, as specified by UC in such notice, shall obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by UC) of the UCIP coverage. The form, content, limits of liability, cost, and the Insurer(s) issuing such replacement insurance shall be subject to the University Campus' approval. The University Campus shall pay the Enrolled Party for the reasonable cost of replacement coverage approved by the University Campus.

Callback & Repair Work

Unless terminated by UC as set forth in the "UCIP Termination/Modification" above, the UCIP will continue to provide coverage for General Liability claims which result from warranty work undertaken by Enrolled Contractors for a period of 24 months at the conclusion of work at the Project Site. Workers' Compensation and Employer's Liability losses occurring during warranty work are excluded from UCIP coverage, and shall be covered under the Contractor's practice policy.

Section 4: General Contractor and Subcontractor-Provided Coverage

The General Contractor and all Subcontractors are required to maintain insurance coverage that protects the University of California from liability from claims or damages. These liabilities may arise from the General Contractor's and Subcontractors' operations performed off the Project Site at locations that have not been disclosed to the UCIP Administrator and scheduled on the UCIP policies, from activities not insured by the UCIP, or from operations performed by Excluded Parties.

Note: The UCIP only applies for the Construction Services/Phase as summarized below:

For CM-at-Risk Contracts

*Phase 1: Pre-Construction Services – UCIP does **NOT** apply to this portion of the Work
Phase 2: Construction - UCIP does apply to this Work

For Design Build Contracts

*Phase 1: Design Development Documents – UCIP does **NOT** apply to this portion of the Work
*Phase 2: Construction Documents – UCIP does **NOT** apply to this portion of the Work
Phase 3: Construction - UCIP does apply to this Work

For Lump Sum and Multiple Prime Trade Contracts: UCIP only applies once a Notice to Proceed has been issued for Work on or at the Project Site.

Only once UC has executed the first Notice to Proceed for Work in the applicable Phase as shown above, coverage for each Enrolled Party will incept as per the date shown in the Certificate of Insurance evidencing enrollment in the UCIP.

***The General Contractor and Subcontractors are Excluded Parties for the noted phases and any other contracted services/phase(s) that precede a Notice to Proceed for Work on or at the Project Site and must provide evidence of insurance as specified for Excluded Parties in Section 4 during this time.**

There are two types of General Contractors and Subcontractors: Enrolled Parties and Excluded Parties.

- Enrolled Parties are to provide evidence of Workers' Compensation and General Liability Insurance for **offsite activities** and Automobile Liability insurance for **both on-site and offsite activities** via Certificate(s) of Insurance with additional insured endorsements as per the insurance specifications in the Contract.
- Excluded Parties (not enrolled) must provide evidence of Workers' Compensation, General Liability, Auto Liability, and other insurance as required by the scope of Work (i.e. Hazardous Remediation Pollution Liability), if any, for all activities, both on-site and offsite, via Certificate(s) of Insurance with additional insured endorsements as per the insurance specifications in the Contract.

General Contractor and Subcontractors must submit verification of insurance in the form of a Certificate of Insurance on a standard ACORD 25 form to the UCIP Administrator prior to mobilization on-site and within ten (10) days of any renewal, change, or replacement of coverage. A sample of an acceptable Certificate of Insurance is provided in Section 7 of this Insurance Manual.

Certificates of Insurance must provide a notice of cancellation clause in accordance with the policy provisions.

Pursuant to the instructions to bidders, the General Contractor shall provide its Certificates of Insurance to the University Campus, with a copy to the UCIP Administrator, within 10 days after receipt of notice of selection as the

apparent lowest responsive and responsible bidder. All Subcontractors of every tier shall provide, prior to mobilization, their Certificates of Insurance directly to the UCIP Administrator.

The limits of liability shown for the insurance required of each General Contractor and Subcontractors are minimum limits only and do not restrict the liability imposed on the General Contractor and Subcontractor for Work performed under the Contract. Limits required below can be provided by a combination of primary and umbrella/excess liability insurance. If umbrella/excess liability coverage is to be provided, such policies shall follow form (provisions, coverage, exclusions, etc.) of underlying Commercial General Liability, Employer’s Liability, and Automobile Liability policy wording.

Automobile Liability Insurance

All contractors enrolled in and excluded from (not enrolled in) the UCIP are to provide evidence of Commercial Automobile Liability Policy, which covers all owned, hired, leased and non-owned automobiles, trucks, and trailers with coverage limits not less than **\$1,000,000** per accident.

This can be a combination of the Commercial Automobile Liability and Excess Policy, each accident for bodily injury and property damage on-site and offsite.

Workers’ Compensation and Employer’s Liability Insurance

**All contractors enrolled in the UCIP must provide for offsite activities only;
All contractors excluded from (not enrolled in) in the UCIP must provide for on-site and offsite activities.**

Part One -- Workers’ Compensation Statutory Limit in the State in which Work for this Project is performed

| | |
|---|-----------------------------|
| Part Two -- Employer’s Liability: | <u>Annual Limits</u> |
| • 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

**All contractors enrolled in the UCIP must provide for offsite activities only;
All contractors excluded from (not enrolled in) the UCIP must provide for on-site and offsite activities.**

| | Limits of Liability | |
|---|----------------------------|------------------------|
| | <u>Enrolled</u> | <u>Excluded</u> |
| • General Aggregate | \$ 2,000,000 | \$4,000,000 |
| • Products/Completed Operations Aggregate | \$ 2,000,000 | \$4,000,000 |
| • Personal/Advertising Injury Aggregate..... | \$ 1,000,000 | \$2,000,000 |
| • Each Occurrence Limit | \$ 1,000,000 | \$2,000,000 |

Coverage must be on an Occurrence Form and it must apply to bodily injury and property damage for ongoing operations (including explosion, collapse, and underground coverage), independent contractor or subcontractor, and products/completed operations.

If any party's insurance includes an exclusion tied to controlled insurance programs (a.k.a. "wrap-ups" or "OCIPs") or other project-specific insurance, it may apply only to the extent of coverage available to that party under the UCIP or other UC-provided insurance. Such exclusion may not be broader than what the UCIP or such other UC-provided insurance actually covers.

Property Insurance

General Contractor and Subcontractors are advised to arrange their own insurance for owned and leased equipment (not to be permanently installed or incorporated into the construction project), whether such equipment is located at the Project Site or "in transit". General Contractor and Subcontractors are solely responsible for any loss or damage to their personal property, including General Contractor and Subcontractors tools and equipment, temporary structures (including construction trailers) whether owned, used, leased, or rented by the General Contractor or Subcontractor. General Contractor 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 arrives at the Project Site.

Additional Insureds

With exception of Workers' Compensation and Employer's Liability insurance, the following shall be included as Additional Insureds and evidenced on the Certificate of Insurance:

The Regents of the University of California, The University of California, the University Campus (by name), the UCIP Administrator, and each of their representatives, consultants, officers, agents, employees, each of their representative's consultants, and all Enrolled Parties, regardless of whether or not identified in the Contract documents or to the General Contractor or Subcontractor in writing.

The Commercial General Liability policy's Additional Insured provision or endorsement shall be at least as broad as the CG 20 10 07 04 in combination with the CG 20 37 07 04 (or earlier versions of CG 20 10 and CG 20 37 or Form B - CG 20 10 11 85 by itself), as published by Insurance Services Offices (ISO), naming as Additional Insured those parties as listed above and shall be included with Certificates of Insurance. As to all other liability insurance policies, with exception to Professional Liability, Workers Compensation and Employer's Liability, similar provisions or endorsements for Additional Insured shall also be included with Certificates of Insurance. Such endorsement(s) shall also provide that insurance is primary with respect to the interests of UC and Additional Insureds and that any other insurance maintained by UC and Additional Insureds is excess and not contributing insurance with the insurance requirement hereunder.

Further, the amount of insurance available to UC or the additional insured shall be for the full amount of the loss up to the available policy limits and shall not be limited to any minimum requirements stated in the Contract Documents.

Refer to the sample Certificate of Insurance provided in Section 7 of this Insurance Manual. The list of Additional Insureds may be updated at any time due to contractual requirements of the University of California.

Waiver of Subrogation

General Contractor and Subcontractors of all tiers waive subrogation as set forth in Section 11.1.13 of the General Conditions.

The General Contractor's and Subcontractor's Commercial General Liability, Commercial Automobile Liability and Workers' Compensation/Employer's Liability insurance policies shall each be endorsed with a Waiver of Subrogation endorsement noting that the Contractor waives all rights of recovery by subrogation against University, University's representative, University's representative's consultants, their respective officers, agents, or employees, and any other contractor or Subcontractor performing Work or rendering services on behalf of University. Provisions or endorsements for Waiver of Subrogation shall be included with Certificates of Insurance and evidenced thereon.

Section 5: General Contractor and Subcontractor Responsibilities

Throughout the course of the Work at the Project Site, the General Contractor and Subcontractors will be responsible for reporting and maintaining certain records as outlined in this section. Additionally, General Contractor and each Subcontractors will be required to provide a completed *Declaration of Contractor or Subcontractor Minimum Occupational Safety and Health Qualifications* prior to commencement of Work by the General Contractor or Subcontractor.

The General Contractor and Subcontractors shall cooperate with the University of California and the UCIP Administrator in the administration and operation of the UCIP. The General Contractor's and Subcontractor's responsibilities shall include, but not be limited to, the following:

- No Eligible Party shall commence Work at the Project Site until it has received a Certificate of Insurance evidencing enrollment in the UCIP or, if determined to be an Ineligible Party, has provided a satisfactory Certificate of Insurance to the UCIP Administrator. Subcontractors eligible for the UCIP, which are on-site but not enrolled, will be removed from the Project Site until enrollment is completed.
- Providing each Subcontractor with a copy of this Insurance Manual. The Insurance Manual may be updated during the course of construction to reflect any changes in state rules and/or regulations or procedures that may be necessary. Said revisions shall replace all previous versions. Copies of any revised Insurance Manual shall be distributed by the General Contractor and/or UCIP Administrator.
- Timely notification to the UCIP Administrator of all subcontracts and lower-tier subcontracts.
- Inclusion of the UCIP provisions in all subcontracts. The hiring contractor has the responsibility to ensure that all its eligible Subcontractors, of all tiers, are enrolled prior to each Subcontractor's commencement of Work.
- Compliance with the applicable construction safety program, administrative procedures, and claim procedures.
- Providing necessary Contract, operations, safety, and insurance information.
- Timely reporting of monthly payrolls to the UCIP Administrator.
- Cooperating with any broker, insurance company, or insurance administrator with respect to requests for claims, payroll, or other information required under the program.
- Attending periodic meetings regarding administration, claims review, or safety, as requested.
- Timely reporting to the General Contractor, the hiring contractor, the UCIP Safety Consultant and the Insurer of any and all claims or accidents, as well as providing status reports to the General Contractor, the hiring contractor and the UCIP Safety Consultant following an injury sustained at the Project Site. Additionally, each employer will provide its employees with the Medical Provider Network ("MPN") as included in the *Claims Kit*, available from the General Contractor.
- Completing all administrative forms within the time frames required by the UCIP Administrator.

UCIP forms and their descriptions, copies of which are included in Section 7 of this manual, are as follows:

UCIP Form 1: Enrollment Information

Prior to starting Work on a Project Site, the General Contractor, and all Subcontractors must provide the required documentation for verification of their insurance programs, along with Certificates of Insurance for non-UCIP coverage. The UCIP Administrator requires a separate *UCIP Form 1: Enrollment Information* from the General Contractor and all Subcontractors for each Contract on the Project Site.

- **UCIP Form 1-A: Notice of Subcontract Award**

The General Contractor and all Subcontractors awarding subcontracts are to provide this completed form to the UCIP Administrator prior to the awarded Subcontractor's mobilization at the Project Site.

- **UCIP Form 1-B: Declaration of Minimum OSHA and EMR**

Following receipt of the Notice of Selection or a Notice of Subcontract Award and prior to proceeding with any portion of the work: The General Contractor and all Subcontractors must submit to the UCIP Administrator their completed and signed Form 1-B.

By signing Form 1-B, contractor acknowledges that it meets the following minimum Occupational Safety and Health (OSHA) qualifications:

- The Contractor must have maintained a Workers' Compensation Experience Modification Rate ("EMR") that averages below 1.25 for the past five years. It is further understood by the General Contractor and all Subcontractors (of any tier), that should a Subcontractor's EMR average be calculated as instructed above and found to NOT be 1.25 or below, that Subcontractor shall be subject to additional safety oversight from the Contractor Safety Representative (CSR) at the expense of the Contractor. Contractor and Subcontractor shall develop and submit a written action plan to CSR to prevent/mitigate loss and injury. Contractor and Subcontractor must adhere to such written action plan at all times while performing Work as described in the Subcontract. Contractor and Subcontractor must coordinate with UCIP Loss Control Representatives to validate that an effective written action plan has been developed and implemented. In such case, the Form 1-B also requires the signature of the Contractor Safety Representative (CSR) prior to the commencement of Work.
- The contractor must have had no Final Order (declared by OSHA) willful violations in California of Part 1 (Section 6300) of Division 5 of the Labor Code during the five-year period prior to bid opening.
- The contractor must have instituted an injury prevention program pursuant to Section 3201.5 or 6401.7 of the Labor Code.

A contractor will not be allowed on the Project Site until it submits this form to the UCIP Administrator.

- **UCIP Form 2: Payroll Reporting**

This completed form is to be sent to the UCIP Administrator each month by the 10th of the following month. Payroll breakdowns are required by the General Contractor and each Subcontractor on the Project Site. Payroll is **unburdened** and by class code. **The UCIP Administrator may request certified payroll records and/or General Contractor or Subcontractor agreements to verify Form 2 payroll submissions.**

- **UCIP Form 3: Notice of Work Completion**

Upon completion of the General Contractor's and/or Subcontractor's Work on the Project Site, this form is completed, signed by the hiring party, and submitted to the UCIP Administrator.

- **UCIP Form 4: UCIP Coverage Questionnaire for Work at a Dedicated Offsite Location.** This form and required attachments are required if an offsite location is to be considered for coverage under the UCIP.

Note: Failure to follow the administrative or claim procedures outlined may result in the withholding of progress payments until compliance.

Responsibilities for Subcontractors

Each hiring party shall require that all its Subcontractors of every tier complete and submit *UCIP Form 1: Enrollment Information* and shall also provide an acceptable Certificate of Insurance, a copy of the declaration page(s), and premium rate page(s) for each policy to the UCIP Administrator. All Enrolled Parties must receive a Certificate of Insurance from the UCIP Administrator prior to beginning Work on the Project Site. The General Contractor and each Subcontractor shall include all of the provisions in this Insurance Manual in every subcontract so that such

provisions will be binding upon each Subcontractor of any tier. The General Contractor and all Subcontractors should ensure that their subcontract awards are net of the Subcontractor's Cost of UCIP Coverage. Each hiring contractor is responsible for the enrollment and deducts for all its tiers of Subcontractors.

General Contractor and Subcontractor Bids

The University of California shall pay all premiums for the UCIP. Each bidder is required to submit its bid for the project Work that is net of that General Contractor's or Subcontractor's projected or actual cost to provide the Workers' Compensation and Employer's Liability, Commercial General Liability, and Excess/Umbrella Liability insurance being provided under the UCIP. The section below, titled "Adjustments for UCIP Coverage Costs" describes the procedure for identifying the Cost of UCIP Coverage when bidding so these costs can be removed from the bid price. *UCIP Form 1: Enrollment Information* in Section 7 of this manual contains a worksheet that can be used to estimate your insurance costs for the coverage provided under the UCIP.

Adjustments for UCIP Coverage Costs

Each Eligible Party is required to **exclude** from its bid the cost of the insurance that is provided under the UCIP. A separate *UCIP Form 1: Enrollment Information* is required from the General Contractor and all Subcontractors for each Contract on the Project Site.

Each Enrolled Party will be required to submit the insurance documentation listed below. Documentation will include the following pages from the Workers' Compensation, General Liability, and Excess Liability policies:

- Declarations or information page.
- Rate page(s) – rates must reflect first dollar coverage; no composite rates or corporate allocations based on deductible/retention programs.
- Deductible endorsements, if applicable.
- Verification of EMR (Workers' Compensation only).
- Five (5) years of loss history from the insurance carrier, and including self-paid losses, for entities that retain losses through deductible, self-insured, or high retention programs in the amount of \$5,000 or more.

Change Orders

Change orders will be priced by the Enrolled Party to **exclude** the Cost of UCIP Coverage. The General Contractor and Subcontractors are responsible for ensuring that their Subcontractors of all tiers also remove the Cost of UCIP Coverage from their bids and Change Orders. The UCIP Administrator will assist in the verification of insurance cost identification calculations.

Enrollment

The General Contractor and Subcontractor shall provide details about their Subcontractors to the UCIP Administrator on *Form 1-A: Notice of Subcontractor Award* in order to begin their enrollment process. The General Contractor and all Subcontractors of all tiers must complete and submit *UCIP Form 1: Enrollment Information* for **each Contract** on the Project Site. *UCIP Form 1: Enrollment Information* must be completed and submitted to the UCIP Administrator and accepted prior to commencing Work under that Contract on the Project Site.

Enrolled Parties will receive a Confirmation Letter and UCIP Certificate of Insurance from the UCIP Administrator to confirm acceptance of the applicant into the UCIP for each of its Contracts on the Project Site. These documents will clearly identify the effective dates of the UCIP coverage for the Contract. A separate Workers' Compensation policy

will be issued and sent to each Enrolled Party. Additionally, a *Claims Kit* will be provided by the General Contractor to the Subcontractor upon enrollment into the UCIP.

Note: Enrollment into the UCIP is required, but not automatic. The eligible General Contractor(s) and all eligible Subcontractors must complete the UCIP enrollment forms and participate in the enrollment process in order to obtain UCIP coverage. Access to the Project Site will not be permitted until enrollment into the UCIP is complete.

Coverage of Offsite Locations

Subject to Article 11.1 of the General Conditions, for purposes of the UCIP, Work that is performed at a location off the Project Site could have UCIP apply as though it was Work performed on or at the Project Site, on an exception basis, only if such offsite coverage is offered by the Supplementary Conditions and provided that:

- The off-site location meets the requirements of the *UCIP Form 4: UCIP Coverage Questionnaire for Work at a Dedicated Offsite Location*.
- The Contractor specifically requests from the University coverage for the offsite location.
- The UCIP Insurer approves enrollment of the offsite location.

Should the Contractor meet ALL criteria shown on the UCIP Form 4: *UCIP Coverage Questionnaire for Work at a Dedicated Offsite Location*, the Contractor must complete and submit UCIP Form 4 to the UCIP Administrator with its completed UCIP Form 1: Enrollment Information. Persons and entities eligible for such coverage (see Article 11.1.2 of the General Conditions), unless excluded under Article 11.1.5 of the General Conditions, will be required to enroll in the UCIP.

Safety Standards

Each General 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 General Contractor and Subcontractor safety programs are outlined in the *University of California's Safety Standards Manual*.

A drug test program has been implemented for this project for "post accident" and "for probable cause". The financial burden associated with these tests will be the responsibility of the employer of the affected worker(s). The designated occupational clinic for the UCIP projects will administer the drug test at its facility. Please see the clinic address in the *UCIP Project Claims Kit*.

An employer representative will transport all injured workers (**for non-emergency cases only**) to the designated occupational clinic facility for treatment.

Please see the Contract documents or *Contractor's Drug Test Program* for more details.

Payroll Reports

For insurance purposes, the Enrolled Parties agree, and shall require Subcontractors of all tiers to agree, to keep and maintain accurate and classified records of their payroll for operations under each Contract at the Project Site. The Enrolled Parties further agree, and will require all tiers of Subcontractors to agree, to furnish full and accurate monthly payroll data and information in accordance with the requirements of the UCIP Insurer as provided in *UCIP Form 2: Payroll Reporting*. Such records will limit the payroll for Executive Officers and Partners/Sole Proprietors to the limitations as stated in the state manual rules.

- Contractors must use UCIP-approved forms/online portal unless authorized in writing by the UCIP Administrator to use an alternate form.
- Payroll and receipts for the value of work in place must be submitted separately for each contract awarded for work at the Project Site.
- If no work is performed at the Project Site during the required reporting period, a report must be submitted showing “Zero Payroll/Receipts”.
- If applicable, payments made to subcontractors shall also be identified separately.
- Use of Class Code 8810 shall apply ONLY to clerical employees who remain in the trailer and/or office located at the Project Site. Use of Class Code 5606 shall apply ONLY to individuals at the Project Site who supervise through a foreman or superintendent. ALL ENROLLED CONTRACTORS MUST MAKE THEIR PAYROLL RECORDS AVAILABLE UPON REQUEST OF THE UCIP INSURANCE COMPANY.
- FAILURE TO PROMPTLY PROVIDE REQUIRED PAYROLL REPORTS MAY RESULT IN DELAY OF CONTRACTORS' PROGRESS PAYMENTS UNDER THE CONTRACT.

NOTE: EACH ENROLLED CONTRACTOR SHALL BE REQUIRED TO SUBMIT PAYROLL ELECTRONICALLY TO THE UCIP ADMINISTRATOR BY THE 10TH OF THE MONTH.

For auditing purposes, each Enrolled Party should provide its own insurance carrier(s) with a copy of its *UCIP Form 3: Notice of Work Completion* upon completion of its Work on the UC Project Site. This will serve as evidence that the Contract value and payrolls associated with the UCIP Work should not be applied against the Enrolled Party's own policies, since coverage was provided under the UCIP.

Enrolled Parties must submit monthly payroll reports by the 10th of the following month to the UCIP Administrator identifying Work hours and payroll for all Work performed at the Project Site by Contract and by Workers' Compensation classification codes.

While all hours (regular hours and overtime hours) should be included for UCIP payroll reporting, only regular time rates apply to all hours worked. Do not include overtime rates or any benefits.

Payroll Audits

Each Enrolled Party shall permit UC and its representatives to examine and/or audit their books and records and agree to submit backup information in the form of certified payrolls, if requested. The Enrolled Party shall also provide any additional information to UC or its appointed representatives as may be required.

It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future Experience Modification Ratings for your firm. All Enrolled Parties shall make available their books, vouchers, Contracts, documents, and records of any and all kinds to the UCIP insurance carrier(s) auditors or the UC'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 insurance policies.

Closeout Procedures

Enrolled Parties must submit *UCIP Form 3: Notice of Work Completion* when all Work for each Contract at the Project Site is complete, or when the Enrolled Party no longer has reasonable intent for workers to return to the Project Site. The completed *UCIP Form 3: Notice of Work Completion* will signal the final payroll report for the

completed Contract Work and initiate the audit of payroll by the UCIP Insurer. A copy of *UCIP Form 3: Notice of Work Completion* is found in Section 7 of this manual.

Failure to fill out *UCIP Form 3: Notice of Work Completion* and report all payrolls in a timely manner may result in UC withholding issuance of final payment and release of retention pursuant to Article 9 of the General Conditions.

Section 6: General Claim Reporting Procedures

All parties involved with the project shall report all injuries, occupational-related illnesses, or property damage to the General Contractor Safety Manager immediately. Enrolled Parties, Excluded Parties, and any other party involved with the Project Site will instruct employees and other personnel to report, in writing and within 24 hours, **all** accidents and occurrences resulting in bodily injury or property damage to the General Contractor Safety Manager and UCIP Safety Manager.

Please refer to the UCIP Directory in Section 1 of this manual.

Media Inquiries

Make no statements to the media. Refer all questions from the media to the Communications Office at the University location where the Project Site is located.

Investigation Assistance

General Contractor and all Subcontractors will report the claim to Insurer promptly and assist in the investigation of any accident or occurrence involving injury to persons or damage to property. General Contractor and all 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.

Workers' Compensation Claims

The main responsibility of all parties is to first see that the injured worker receives immediate medical care. For emergency treatment, the paramedics will determine the best emergency facility available for treatment.

For emergencies, dial 911.

Please refer to the *UCIP Project Claims Kit* for more specifics.

WC Claim Reporting Procedures

All Parties involved with the Project Site shall report all injuries or occupational-related illnesses to the General Contractor Safety Manager as soon as possible. Enrolled Parties' personnel will follow these procedures if an employee sustains bodily injury or an occupational related illness while working at the Project Site:

1. Injured workers should report to the General Contractor's Project Site offices for injury assessment.
 - Where medical treatment is required beyond the scope of First-Aid that can be administered on-site, the injured worker will be referred to the designated Occupational Health Clinic or Hospital. **Please refer to the *UCIP Project Claims Kit* for detail.**

Note: The financial burden associated with first aid claims will be the responsibility of the employer of the injured worker(s).

- The injured worker or accompanying supervisor should secure *Claim Form 1: Treatment Authorization* from the General Contractor if they do not already have this form. **Please see UCIP Project Claims Kit for a copy of this form.**
2. Contact the designated medical facility to advise them that an injured worker will be arriving.
 - Present *Claim Form A: Treatment Authorization* to the clinic or hospital upon registration to identify the injured worker as a UCIP participant working at a UCIP Project Site. **Please see UCIP Project Claims Kit for a copy of this form.**
 - The General Contractor and injured worker's employer must designate a representative at the Project Site to escort the injured worker to the medical facility.
 - This individual is to remain with the injured worker at the medical facility while he/she is being treated.
 - The treating physician will provide a work status form, stating whether or not the injured worker can return to work, a list of restrictions, if any, and the estimated length of time the injured worker must be on modified duty.
 - Copies of the work status form should be provided to the injured worker, his/her employer, and the General Contractor Safety Manager.
 - If the work status form is not provided to the General Contractor, the General Contractor will request a copy from the injured worker's employer.
3. As soon as possible, but always within 24 hours of notice of injury sustained at the Project Site, the employer of an injured worker shall:
 - Fill out Employee and Employer sections of the *Claim Form B: California Employer's Report of Occupational Injury or Illness* and send it in to the insurance company when filing the claim. **Please see UCIP Project Claims Kit for a copy of this form.**
 - Provide the injured worker with a copy of the completed *Claim Form B: California Employer's Report of Occupational Injury or Illness*. **Please see UCIP Project Claims Kit for a copy of this form.**
 - Conduct a Supervisor's Accident Investigation.
 - Report the Claim. **Please see UCIP Project Claims Kit for instructions.**

When an employer reports the claim through one of the above methods, Liberty Mutual, the UCIP insurance company, will fill out the Employer's Report of Occupational Injury or Illness (Form 5020) and send a completed copy to the state and back to the employer. This satisfies the employer's requirement to provide the report of injury to the state Industrial Relations Division. Liberty Mutual will also send a claims acknowledgement to the reporting employer with the assigned claim number and the Liberty Mutual claim adjuster contact information, as it becomes available.
4. Cooperate with the claims adjuster and keep General Contractor informed of the current work status of the injured worker.

Drug Test Program

A drug test program has been implemented for this project for "post accident" and "for probable cause". The provisions of the drug test program will meet or exceed the General Contractor's corporate program. The financial burden associated with these tests will be the responsibility of the employer of the affected worker(s). Contractors will be responsible for all costs associated with drug screening.

Modified Duty / Early Return to Work Policy

The purpose of this program is to keep injured workers gainfully employed during recovery. Modified duty benefits the injured worker as well as the employer of the affected worker(s).

This policy establishes basic guidelines for an early return to work (transitional duty) assignment for injured workers. Each employer shall have a written early return to work program that shall be implemented on this Project Site unless specifically prohibited by the terms of a collective bargaining agreement. Please see the *Safety Standards Manual* for more information relating to early return to work.

General Contractor or Subcontractors are responsible for notifying the California Occupational Safety and Health Administration (Cal-OSHA) when one or more of their employees are seriously injured. A detailed incident report must be completed and turned in to the UCIP Safety Consultant and General Contractor Safety Manager within twenty-four (24) hours of the accident/incident. The employer will forward any additional documentation to the insurance carrier and to the UCIP Administrator.

Each employer will be required to attend all claims meetings and participate in the management of claims for its employees. When additional information is requested by the insurance carrier, the employer is required to cooperate with the assigned claims adjuster.

Medical Provider Network

General Contractor and Subcontractors working on a UCIP project will utilize 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 (General Contractor/Subcontractor) has properly fulfilled its responsibilities.
2. The injured worker has not pre-designated his/her own personal physician.

MPN packets will be distributed to all Enrolled Parties by the UCIP Broker at the time of their enrollment approval. These packets must be distributed to all employees who will work at the Project Site. The General Contractor will also include the notification packets in its safety orientation to all employees attending the orientation.

Alternative Dispute Resolution

Should an Enrolled Party subscribe to or participate in an Alternative Dispute Resolution (ADR) process for Workers' Compensation claims outside of the UCIP, the Insurer is unable to recognize or acknowledge the ADR claim process for any reported UCIP Workers' Compensation claims. Enrolled Contractors shall notify/advise its employees working on any UCIP project that ADR claim processes will not apply.

Liability Claims

Incidents or accidents at or around the Project Site resulting in damage to property of others (other than the Enrolled Parties' own Work product), or personal injury or death to a member of the public, must be reported immediately to the designated General Contractor and UCIP Safety Consultant. The following procedures must be followed in the event of such an incident or accident:

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting the police or fire authorities, as required by law.

2. Complete *Claim Form C: General Liability Notice of Occurrence or Claim* and report the incident and all subsequent inquiries or correspondence about an insured loss or claim, including a summons or other legal documents, to the General Contractor and UCIP Safety Consultant. **Please see *UCIP Project Claims Kit* for details.**
3. The General Contractor Safety Manager will report the claim. **Please see *UCIP Project Claims Kit* for instructions.**

Automobile Claims

No insurance coverage is provided for automobile accidents under the UCIP. It is the sole responsibility of the General Contractor and each Subcontractor to report accidents/claims involving their automobiles to their own insurers.

However, all accidents occurring in or around the Project Site must be reported to the designated General Contractor and UCIP Safety Consultant. The accident will be investigated to determine any liability arising out of the project's construction activities that could result in future claims (i.e., due to the conditions of the roads, etc.). General Contractor and Subcontractors shall cooperate in the investigation of all automobile accidents.

Section 7: Forms

The following pages contain the UCIP forms and Certificate of Insurance sample necessary for the UCIP.

The forms included in this Section are:

- UCIP Form 1: Enrollment Information
- UCIP Form 1-A: Notice of Subcontract Award
- UCIP Form 1-B: Declaration of Minimum OSHA and EMR
- UCIP Form 2: Payroll Reporting
- UCIP Form 3: Notice of Work Completion
- UCIP Form 4: *UCIP Coverage Questionnaire for Work at a Dedicated Offsite Location*
- Sample Certificate of Insurance for Non-UCIP Coverage

**Rolling University Controlled Insurance Program
 Bid/Contract Insurance Requirements (Insurance Manual) for the
 [PROJECT] Construction Project**

1. UCIP Form 1: Enrollment Information

(Page 1 of 2)



UCIP Form 1:
Enrollment Information – Completed for
the 1st Subcontract at this Project Only

[Campus Name]
Project: [Project Name]

Instructions: An UCIP Form 1 or 1-C must be received from each Eligible Party, for each awarded subcontract. Complete this UCIP Form 1 for your first awarded subcontract at this Project only. Any other subcontracts awarded at this Project, complete UCIP Form 1-C for each.

Contractor/Subcontractor and Contract Information

| | | | |
|----------------------------------|--|--|--|
| Company Name: | | Federal ID #: | |
| Street Address (no P.O. Box): | | City, State, Zip: | |
| Contact Name: | | Contact Phone: | |
| Contact E-Mail: | | Hiring Company: | |
| Work Description: | | Award Amount: | \$ |
| Risk ID: | | Amount Self-Performed: | \$ / % |
| Start Date (At Project Site): | | Est. End Date (At Project Site): | |
| Est. Man-Hours: | | Est. # Subs/ Total Sub Work Hours: | / |
| Using an Employee Leasing Co? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Performing professional design services? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Performing work with EIFS? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Performing work with hazardous materials? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Business Type: Individual Partnership Corporation Joint Venture S Corp Limited Partnership

Insurance Broker Information

| | | | |
|----------------|--|----------------|--|
| Company Name: | | Contact Name: | |
| Contact Email: | | Contact Phone: | |

Insurance costs Excluded from this subcontract (attach a separate sheet as necessary) -- It is each contractor's responsibility to notify its own insurance broker/carrier to exclude all work done under this subcontract from your current insurance program.

Workers' Compensation:

| | | | |
|-----------------------------|----|--|----|
| Insurance Co.: | \$ | Policy Period: | |
| Anniversary Rating Date: | | <input type="checkbox"/> Deductible or <input type="checkbox"/> Retention @: | \$ |

| WC Class Code | Workers' Compensation Classification | WC Rate | Man-Hours | Unburdened Payroll (1) | WC Premium (Payroll x Rate / 100) |
|----------------------|--------------------------------------|---------|-----------|---------------------------------------|-----------------------------------|
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| WC Subtotals: | | | | \$ | (A) \$ |
| | | | | Experience Modifier (B) | \$ |
| | | | | Total Modified WC Premium (A x B) (C) | |
| | | | | Apply Modifier 1: | @ (rate) \$ |
| | | | | Apply Modifier 2: | @ (rate) \$ |
| | | | | Apply Modifier 3: | @ (rate) \$ |
| | | | | Apply Modifier 4: | @ (rate) \$ |
| | | | | Apply Modifier 5: | @ (rate) \$ |
| | | | | Total WC Premium (D) | |
| | | | | | \$ |

It is extremely important to accurately estimate Project Site payrolls anticipated for this contract.
 (1) Unburdened Payroll is all hours performed at the project site but only at straight-time rates (any overtime hours will be included at the straight-time rate equivalency).

**Rolling University Controlled Insurance Program
Bid/Contract Insurance Requirements (Insurance Manual) for the
[PROJECT] Construction Project**



UCIP Form 1: Enrollment Information

(Page 2 of 2)



UCIP Form 1:
Enrollment Information – Completed for
the 1st Subcontract at this Project Only

[Campus Name]
Project: [Project Name]

General Liability:

Insurance Co.: _____ Policy Period: _____
 Deductible or Retention: \$ _____

| Code / Rate (per <input type="checkbox"/> \$100 or <input type="checkbox"/> \$1,000) | Rates Based on <input type="checkbox"/> Payroll or <input type="checkbox"/> Receipts | GL Premium |
|--|--|------------|
| / | \$ | \$ |
| / | \$ | \$ |
| / | \$ | \$ |
| Total GL Premium (E) | | \$ |

⁽²⁾Note: If High Deductible/SIR Modifier was applied to the premium rating, such resulting credit shall not be included in this Insurance Cost Calculation.

Excess Liability:

Insurance Co.: _____ Policy Period: _____

| Rate (per <input type="checkbox"/> \$100 or <input type="checkbox"/> \$1,000 or <input type="checkbox"/> Flat) | Rates Based on <input type="checkbox"/> Payroll or <input type="checkbox"/> Receipts | Total XS Premium (F) | \$ |
|--|--|----------------------|----|
| | | | |

⁽³⁾Note: If Excess Premium is on a "flat" basis, contractor shall be expected to provide applicable underlying General Liability exposures to develop and substantiate a cost allocation for this contract. If this field is left blank, the UCIP Administrator will develop this cost on your behalf and may default to an Excess Liability premium equivalent to 50% of the General Liability Premium.

Total Insurance Costs:

| | | |
|---|-----|----|
| Total Insurance Costs (D + E + F) (excluded from this contract): | (G) | \$ |
| Apply % Overhead and Profit to Total Insurance Costs (G) | (H) | % |
| Total Insurance Costs (G + H) (excluded from this contract): | (I) | \$ |

⁽⁴⁾If no Overhead and Profit % is disclosed for (H) above, a 15% default mark-up will be automatically used.

Agreement:

Premiums for the University Controlled Insurance Program (UCIP) are the responsibility of The Regents of the University of California (Sponsor) and the undersigned agrees that any and all return of premium, dividends, discounts, or other adjustments to any UCIP policy is assigned, transferred, and set over absolutely to the Sponsor. This agreement applies to the UCIP policies as now written or as subsequently modified, rewritten, or replaced. Rights of cancellation for all UCIP insurance policies arranged by the Sponsor are assigned to the Sponsor.

The undersigned will pay the cost of premiums for non-UCIP insurance coverage specified in the Contract Documents and authorizes the release of all claim information for all insurance policies under the UCIP. It is the below Company's responsibility to notify its own insurance carrier(s) that it is enrolled in the UCIP and that the undersigned has omitted from its bid the insurance costs for the coverage provided by the Sponsor.

The Regents of the University of California (Sponsor), and their Agent, is granted permission by the undersigned to inspect the insurance and payroll records. The undersigned agrees that all insurance costs for coverages provided under the UCIP have been removed or excluded from their bids and shall be excluded from any change order pricing.

The statements in this insurance application are true to the best of the undersigned's knowledge.

I/We verify the information presented above and attachments are correct.

Signature: _____ Date: _____
 Print Name: _____ Title: _____

Attach the following with your completed UCIP Form 1 and submit to the UCIP Administrator:

- Policy declaration & rating pages for General Liability, Workers' Compensation and Excess Liability
- Certificate of Insurance with required endorsements/policy pages.



UCIP Administrator—525 Market Street, Suite 3400—San Francisco, CA 94105
 Toll-Free Phone: 877-277-1882—Toll Free Fax: 877-277-1886—E-Mail: UC@mrmriskmanagement.com



**UCIP Form 1-A:
 Notice of Contract Award**

University of California
 University Controlled Insurance Program

The contractor named below will be issued a Contract to perform Work on the following:

| | | | |
|--------------------------------------|----------------------|--------------------|----------------------|
| Name of Campus / Medical Center : | <input type="text"/> | Contract Number: | <input type="text"/> |
| Name of Project: | <input type="text"/> | Contract Value: \$ | <input type="text"/> |
| Name of Hiring Company: | <input type="text"/> | | |

| |
|---|
| <input type="checkbox"/> Check here if the subcontractor is to be enrolled in the UCIP. |
| <input type="checkbox"/> Check here if the subcontractor is to be excluded from the UCIP (See definition of Excluded Parties) |
| <input type="checkbox"/> Check here if the subcontractor will not perform any labor on or at the Project Site, but will have sub-tier contractor(s) (Eligible Parties) performing labor on or at the Project Site (see definition of Eligible Party). |
| <input type="checkbox"/> Check here if the subcontractor will be performing any professional design services. |
| <input type="checkbox"/> Check here if the subcontractor will be performing any work with hazardous materials. |
| <input type="checkbox"/> Check here if the subcontractor will be performing any work using EIFS. |

Subcontractor Information:

| | |
|---|----------------------|
| Subcontractor Company Name: | <input type="text"/> |
| Company Address (no P.O. Box): | <input type="text"/> |
| Company FEIN: | <input type="text"/> |
| Contact Name: | <input type="text"/> |
| Contact Phone Number: | <input type="text"/> |
| Contact E-Mail Address: | <input type="text"/> |
| Detailed description of Work from the Subcontract: | <input type="text"/> |
| Detailed description of Work on or at the Project Site: | <input type="text"/> |
| Date of Award: | <input type="text"/> |
| Anticipated Start Date of Work on or at the Project Site: | <input type="text"/> |
| Anticipated Completion Date of Work on or at the Project Site: | <input type="text"/> |





UCIP Form 1-A:
Notice of Contract Award

University of California
University Controlled Insurance Program

Notes/Special Instructions (if any):

**Submit to UCIP Administrator;
Attach the Subcontractor's Certificate of Insurance
evidencing required coverage, if available.**



**UCIP Form 1-B:
 Declaration of Minimum OSHA and EMR**

**University of California
 University Controlled Insurance Program**

At time of bid: Each Bidder must submit this completed and signed form (Part 1 only) with their bid acknowledging that the Contractor and all Subcontractors of any tier meet the qualifications herein. A copy of such form shall also be provided to the UCIP Administrator at the time of UCIP enrollment.

Following receipt of the Notice of Selection and prior to a Subcontractor proceeding with any portion of the work: Contractor must also forward this form with Part 2 completed by the CSR, as required, and by each Subcontractor of any tier, along with the UCIP Form 1-A (Notice of Contract Award) to the UCIP Administrator. Note that the Contractor must submit all such forms for all first-tier Subcontractors to the University prior to award of the Contract.

Project Name: _____ Project Number: _____

**DECLARATION OF BIDDER
 MINIMUM OCCUPATIONAL SAFETY AND HEALTH QUALIFICATIONS**

Certification Pursuant to Government Code Section 4420

Part 1 – FOR CONTRACTORS:

1. The Workers' Compensation Experience Modification Rate (EMR) for each bidder must be considered. The University requires a 5 year average of 1.25 or below based on the current published EMR's. If bidder has been in business for less than five years, then the required average of 1.25 or below shall be on the current published EMR's for all years they have been in business.

By checking this box, you are certifying the bidding Contractor EMR average has been calculated as instructed above and is 1.25 or below.

It is further understood by the Contractor that any Subcontractor (of any tier) with an EMR average calculated as instructed above and found to NOT be 1.25 or below, shall be subject to additional safety oversight from the Contractor Safety Representative (CSR) at the expense of the Contractor. Contractor and Subcontractor shall develop and submit a written action plan to CSR to prevent/mitigate loss and injury. Contractor and Subcontractor must adhere to such written action plan at all times while performing Work as described in the Subcontract. Contractor and Subcontractor must coordinate with UCIP Loss Control Representatives to validate that an effective written action plan has been developed and implemented.

2. As a minimum occupational safety and health qualification, Contractor confirms that Contractor and each Subcontractor of any tier have had no Final Order (declared by OSHA) Willful violations in California of Part 1 Section 6300 of Division 5 of the Labor Code during the five (5)-year period prior to execution of this certification.
3. Contractor further confirms that Contractor and each Subcontractor of any tier have instituted an injury prevention program pursuant to Section 3201.5 or 6401.7 of the Labor Code and will provide University with a complete copy upon request.

The undersigned certifies that it meets the stated minimum occupational safety and health qualifications set forth above and declares, under penalty of perjury, that the foregoing is true and correct. Contractor expressly confirms that it will comply with all requirements herein.

Company Name: _____

List California License Classifications: _____

Company Address: _____

Authorized Signature: _____ Date: _____

Print Signature Name: _____ Title: _____

This declaration was duly executed on the above listed date at:

 Name of City (if within a city) County State



**UCIP Form 1-B:
 Declaration of Minimum OSHA and EMR**

**University of California
 University Controlled Insurance Program**

PART 2 - FOR SUBCONTRACTORS (and CSRs where required):

- The Workers' Compensation Experience Modification Rate (EMR) for each bidder must be considered. The University prefers a 5 year average of 1.25 or below based on the current published EMR's. If bidder has been in business for less than five years, then the preferred average of 1.25 or below shall be on the current published EMR's for all years they have been in business.

Check the box that applies:

A. By checking this box, Subcontractor certifies that the Subcontractor's EMR average has been calculated as instructed above and is 1.25 or below.

OR

B. By checking this box, Subcontractor certifies that the Subcontractor's EMR average has been calculated as instructed above and is NOT 1.25 or below and that it is further understood by the Contractor and Subcontractor, that the Subcontractor shall be subject to additional safety oversight from the Contractor Safety Representative (CSR) at the expense of the Contractor. Contractor and Subcontractor shall develop and submit a written action plan to CSR to prevent/mitigate loss and injury. Contractor and Subcontractor must adhere to such written action plan at all times while performing Work as described in the Subcontract. Contractor and Subcontractor must coordinate with UCIP Loss Control Representatives to validate that an effective written action plan has been developed and implemented. The below Contractor Safety Representative (CSR) signature is required prior to the commencement of Work.

IF 1.B. above is checked, GENERAL CONTRACTOR SAFETY REPRESENTATIVE (CSR) SIGNATURE REQUIRED: The undersigned Contractor Safety Representative (CSR) has acknowledged and will abide by the additional requirements contained in Part 2, 1.B. on behalf of the Contractor.

Name of (General) Contractor: _____

Printed Name of Contractor Safety Representative (CSR): _____ Title: _____

Signature of Contractor Safety Representative (CSR): _____ Date: _____

- As a minimum occupational safety and health qualification, Subcontractor confirms it has had no Final Order (declared by OSHA) Willful violations in California of Part 1 Section 6300 of Division 5 of the Labor Code during the five (5)-year period prior to execution of this certification.
- Subcontractor further confirms it has instituted an injury prevention program pursuant to Section 3201.5 or 6401.7 of the Labor Code and will provide University with a complete copy upon request.

The undersigned certifies that it meets the stated minimum occupational safety and health qualifications set forth above and declares, under penalty of perjury, that the foregoing is true and correct. Subcontractor expressly confirms that it will comply with all requirements herein.

Subcontracting Company Name: _____

List California License Classifications: _____

Company Address: _____

Authorized Signature: _____ Date: _____

Print Signature Name: _____ Title: _____

This declaration was duly executed on the above listed date at:

 Name of City (if within a city) County State

**Rolling University Controlled Insurance Program
 Bid/Contract Insurance Requirements (Insurance Manual) for the
 [PROJECT] Construction Project**

4. UCIP Form 2: Payroll Reporting



**UCIP Form 2:
 Payroll Reporting**

**University of California
 University Controlled Insurance Program**

Campus or Medical Center Name: _____

Project Name: _____

| | | | |
|-------------------------------------|---|---------------------------------|--------------------------|
| Payroll Period Month / Year: | / | Prepared By: | |
| Company Name: | | Submitting First Report: | <input type="checkbox"/> |
| Date Prepared: | | Submitting Final Report: | <input type="checkbox"/> |

Payroll on or at the Project Site (All Contracts for Project)

| Contract / Job Number | Hiring Contractor | WC Classification Description | WC Class Code | Work-Hours | Unburdened Payroll |
|------------------------------|--------------------------|--------------------------------------|----------------------|-------------------|---------------------------|
| | | | | | \$ |
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| | | | | | \$ |
| | | | | | \$ |
| Totals: | | | | | \$ |

Notes/Special Instructions (if any)

1. Include all contract(s) on the project site; attach additional sheets if necessary; payrolls can also be reported via our web portal at <https://payrollportal.mrmriskmanagement.com>.
2. All payroll figures should reflect wages only for work performed on or at the project site.
3. Unburdened Payroll means overtime hours should be calculated at regular-time rates and employee benefits should be removed.
4. If all Work on or at the Project Site has not been completed, but there is no payroll for a given calendar month, an entry for that contract noting ZERO payrolls must be entered and submitted.
5. Payments may be withheld if payroll is not submitted as required.
6. Retain this form to present proof to your insurance carrier in the event of an audit.

I/We certify the above is an accurate statement of payroll and/or receipts expended on the above project during the period stated.

Contractor Signature: _____ Date: _____
 Print Name: _____ Title: _____

Submit to UCIP Administrator by the 10th of each month for the previous month's Work on or at the Project Site.



UCIP Administrator—525 Market Street, Suite 3400, San Francisco, CA 94105
 Toll-Free Phone: 877-277-1882—Toll-Free Fax: 877-277-1886—E-Mail: UCPayroll@mrmriskmanagement.com

5. UCIP Form 3: Notice of Work Completion



**UCIP Form 3:
 Notice of Work Completion**

University Controlled Insurance Program

| | |
|------------------|--|
| Campus Name: | |
| Project Name: | |
| Contract Number: | |

Section I:

| | |
|----------------------|-------------------------|
| Company Name: | Contact Name: |
| Phone: | E-Mail: |
| Start Date: | Completion Date: |
| FEIN: | Hiring Company: |

Section II:

| | |
|---|--|
| Original Contract Value: \$ | Original Estimated Payrolls: \$ |
| Change Order Amounts: \$ | Total Submitted Payrolls: \$ |
| Final Contract Amount (including any sub-tier contracts): \$ | Total Submitted Man-Hours: |
| Final Self-Performed Contract Amount (less sub-tier contract amounts): \$ | |

Above Company's Sign-Off:

We hereby verify that all contract work (including the work of subcontractors) has been completed and all payrolls have been submitted.

| | | | |
|-----------------------------|--|--------------------|--|
| Company's Name: | | Date: | |
| Company's Signature: | | Print Name: | |

Hiring Contractor's Sign-Off:

We hereby verify that the above contractor's work (including the work of subcontractors) has been completed and all payrolls have been submitted.

| | | | |
|------------------------------------|--|--------------------|--|
| Hiring Company's Name: | | Date: | |
| Hiring Company's Signature: | | Print Name: | |

Submit to UCIP Administrator.



UCIP Administrator—525 Market Street, Suite 3400, San Francisco, CA 94105
 Toll-Free Phone: 877-277-1882—Toll-Free Fax: 877-277-1886—E-Mail: UC@mrmriskmanagement.com

6. UCIP Form 4: UCIP Coverage Questionnaire for Work at a Dedicated Offsite Location

(page 1 of 2)

University of California
University Controlled Insurance Program



UCIP Form 4: UCIP Coverage Questionnaire for Work at a Dedicated Offsite Location

(page 1 of 2)

1. Name and address of the UC project site at which your company will perform work.

2. Your company's name and address.

3. Will your company be performing work at the above project site location?

(If No, the dedicated off-site location cannot be covered.)

Note: (Transport, pick up, delivering or carrying materials, personnel, parts or equipment, or any other items or persons to or from the project site do not qualify as performing work.)

4. Do the operations to be performed at the dedicated offsite location fall into the categories listed as Excluded Parties in Section 1 "UCIP Definitions" of the Insurance Manual?

(If Yes, the dedicated off-site location cannot be covered.)

Note: Excluded Parties include, but are not limited to, the following:

- Contractors whose Work includes demolition by means of blasting techniques or wrecking ball;
- Contractors whose Work includes hazardous materials remediation, removal and/or transportation companies and their consultants;
- Architects, surveyors, engineers, and soil testing engineers, and their consultants (except for architects, surveyors, engineers and soil testing engineers that are employees of Contractor or Subcontractor);
- Vendors, suppliers, material dealers, manufacturing representatives, truckers, haulers, drivers, common carriers, equipment rental companies who perform equipment maintenance (does not apply to those who erect or install such rented equipment at the jobsite, or provide operators) and others who do not perform Work at the Project site or who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site;
- Persons or Entities who are not an Eligible Party who are enrolled in the UCIP; and
- Any other person or entity that the University, acting in its sole discretion, elects to exclude, even if otherwise eligible.

5. Will the dedicated offsite location be 100% dedicated to the UC project site identified in Item 1 above?

- a. If No, will the work to be performed at the off-site location be segregated by a specific, clearly identifiable time period wherein only UC project work will be performed?

Note: If work cannot be clearly segregated by a specific, clearly identifiable time period wherein only UC project work is to be performed with work logs evidencing the work run date, work run time, workers who performed the work, and provide a UC dedicated storage area for the specified time, the location cannot be covered.



UCIP Administrator—525 Market Street, Suite 3400, San Francisco, CA 94105
Toll-Free Phone: 877-277-1882—Toll-Free Fax: 877-277-1886—E-Mail: UC@mrmriskmanagement.com

University of California
University Controlled Insurance Program



UCIP Form 4: UCIP Coverage Questionnaire for Work at a Dedicated Offsite Location

(page 2 of 2)

6. If the location meets the 100% dedicated requirements, please provide:
- a. Dedicated off-site location address (**must be within California, or it cannot be covered**).
 - b. Describe scope of the work to be performed at the dedicated off-site location for the UC project identified in Item 1 above.
 - c. Describe the work process to be performed
 - d. What are the dates and times in which only UC work for the UC project identified in Item 1 above will be performed and unfinished and finished materials stored at this off-site location?
- Note: If approved by the insurance carrier, coverage will only be in effect during the time period during which the work is being performed. The date of coverage cannot be earlier than enrollment into UCIP nor can it be in the past.
7. Attach a Certificate of Insurance with the address of the dedicated offsite location to evidence coverage for non-UC work being performed.
8. Attach a copy of your site safety plan.
- a. Site plan must also include the name and qualifications of a designated and secondary (backup) credentialed CSP that will be on site at all hours of operations.
 - b. This information will be provided to and must be approved by the insurance carrier prior to the dedicated offsite location being scheduled.
 - c. If the location is scheduled onto the UCIP, by signing below, you agree to allow insurance carriers and any other safety professionals to perform periodic safety reviews at your offsite location during the time the UC work is being performed, and you will comply with all loss control recommendations as outlined in a safety report.

I/We verify the information presented above and attachments are correct.

Signature: _____ Date: _____
Print Name: _____ Title: _____

Submit to UCIP Administrator



UCIP Administrator—525 Market Street, Suite 3400, San Francisco, CA 94105
Toll-Free Phone: 877-277-1882—Toll-Free Fax: 877-277-1886—E-Mail: UC@mmriskmanagement.com

**Rolling University Controlled Insurance Program
 Bid/Contract Insurance Requirements (Insurance Manual) for the
 [PROJECT] Construction Project**

7. Sample Certificate of Insurance for Non-UCIP Coverage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 Today's

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

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

| | |
|--|---|
| PRODUCER Insurance Broker / Agent Name & Address | CONTACT NAME: Broker Name |
| | PHONE (A/C No. Ext): Broker Phone FAX (A/C No.): Broker Fax |
| | E-MAIL ADDRESS: Broker Email Address |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A : Carrier Name |
| INSURED Contractor / Subcontractor Name & Address | INSURER B : Carrier Name |
| | INSURER C : Carrier Name |
| | INSURER D : Carrier Name |
| | INSURER E : |
| | INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X | X | Policy Number | Date | Date | Each Occurrence See Section 4 General Aggregate See Section 4 Products - Comp Ops Aggregate See Section 4 Personal & Adv. Injury See Section 4 Damage to Rented Premises \$50,000 Medical Expense \$5,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> AUTOS NON-OWNED AUTOS | X | X | Policy Number | Date | Date | Combined Single Limit \$1,000,000 |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | X | X | Policy Number | Date | Date | Each Occurrence See Section 4 Aggregate See Section 4 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | X | Policy Number | Date | Date | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. Each Accident \$1,000,000 E.L. Disease - Each Employee \$1,000,000 E.L. Disease - Policy Limit \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Policies above apply to Work in connection with the [CAMPUS ACRONYM] [PROJECT NAME] project that is not insured by the UCIP, not performed at or on the Project Site, and/or performed by Excluded Parties.
 Automobile Liability is not included in the UCIP. Automobile Liability policy above applies to liability on and off the Project Site.
 The Regents of the University of California, The University of California, [Campus Acronym], and each of their representatives, consultants, officers, agents, employees, each of their representative's consultants, and all enrolled parties, regardless of whether or not identified in the Contract documents or to the Contractor in writing, are included as additional insured on the above general liability policy [pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04)] and Automobile Liability policies. Coverage is primary and non-contributory. Waiver of Subrogation is included for General Liability, Workers Compensation and Automobile Liability.

| | |
|---|--|
| CERTIFICATE HOLDER The Regents of the University of California c/o Willis Insurance Services of California, Inc. Attn: UCIP Administrator 525 Market Street, Suite 3400 San Francisco, CA 94105 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

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