

Yale University
Owner Controlled Insurance Program (OCIP) Insurance Manual



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INTRODUCTION

The Yale University (“**Yale**” or “**Owner**”) Owner Controlled Insurance Program (“OCIP”) is designed and administered in accordance with laws of Connecticut. An OCIP is a single consolidated insurance program that provides coverage for the Owner, the enrolled Contractor and all enrolled Subcontractors of every tier (“Subcontractors”).¹

This OCIP Insurance Manual (“Manual”) has been prepared for use by Yale, the Contractor and all Eligible Subcontractors performing operations at the Jobsite (i.e. **those whose on-site gross payroll, at the inception of their work, is estimated to exceed \$15,000 and whose contract value is greater than \$25,000, and are not otherwise Excluded Parties.** The following pages will: 1) provide a description of the insurance coverages to be provided by the OCIP; 2) show those insurance coverages which must be provided by the Contractor and Subcontractors who are enrolled in the OCIP; 3) identify the insurance coverages that must be provided by the Contractor and Subcontractors who will not be participating in the OCIP; 4) describe the OCIP reporting requirements and procedures; and 5) provide copies of the forms which are used in the administration of the OCIP.

The Contractor and each participating Subcontractor performing Work at the Jobsite will be provided a copy of the Owner’s Safety Guidelines and Project Safety Plan. These documents represent the minimum safety standards the Contractor and each Subcontractor must abide by while working at the Jobsite. The Contractor and each Subcontractor is strongly encouraged to review and become familiar with their safety obligations and responsibilities.

Each bidding Contractor and Subcontractor is required to identify insurance costs as an alternate amount on their bid. These costs shall be developed per the format of Form 1 – Insurance Cost Information Worksheet.

THIS MANUAL DOES NOT AMEND OR ALTER ANY PROVISIONS OF THE CONTRACT DOCUMENTS, EXCEPTIONS EXPRESSLY STATED HEREIN OR ELSEWHERE IN THE CONTRACT DOCUMENTS.

Participation in OCIP enrollment process is mandatory but enrollment is subject to eligibility requirements and is not automatic.

THE OWNER RESERVES THE RIGHT TO EXCLUDE CERTAIN SUBCONTRACTORS FROM THE OCIP AT ITS SOLE DISCRETION.

¹ Terms capitalized in this Manual are defined in Section 1 of this Manual, or in the Contract Documents.

SUMMARY

The Contractor and each eligible Subcontractor working at the Jobsite is required to:

- a. participate in the OCIP, which provides (1) Workers Compensation and Employer's Liability, (2) Commercial General Liability, and (3) Excess Liability. (All such policies providing coverage for on-site exposures only);
- b. identify insurance costs in the Contractor's proposal or the Subcontractors' bid as an alternate, to be deducted from such bid, and in subsequent Change Orders if accepted by Owner, for Workers Compensation and Employer's Liability, Commercial General Liability, and Excess Liability (Commercial Umbrella Liability);
- c. actively support, participate and be responsible for compliance with all safety requirements included within the Project Safety Plan and Safety Guidelines;
- d. include the OCIP provisions of this Manual in all Subcontracts as appropriate;
- e. submit the required OCIP insurance forms and the required Certificates of Insurance (where applicable) as more fully discussed in this Manual prior to the start of their Work:
- f. A FAILURE TO SUBMIT THE REQUIRED OCIP INSURANCE FORMS PRIOR TO THE START OF WORK MAY EXCLUDE THE PARTY FAILING TO DO SO FROM OCIP INSURANCE COVERAGE. IF SO EXCLUDED, THE OWNER WILL NOT BE RESPONSIBLE FOR OR REIMBURSE ANY ADDITIONAL AMOUNTS FOR INSURANCE COSTS.
- g. keep and maintain accurate and classified payroll records of their employees working at the Jobsite by applicable Workers Compensation Classification Codes;
- h. report payrolls on a monthly basis to the OCIP Administrator;
- i. comply with all accident reporting and claim procedures as described in this Manual and in the Safety Guidelines;
- j. have an average Workers Compensation Experience Modification during the prior three years of 1.00 or less to be eligible for OCIP enrollment. When the threshold cannot be met by qualified Subcontractors, the Owner will consider an Average Experience Modification up to 1.2, but only if the Subcontractor can demonstrate by submission of specific, verifiable documentation (e.g. delineation of the number and nature of work place injuries for the past three years, a description and schedule of safety training programs, etc.) that the Subcontractor has stringent safety and loss control procedures in place to ensure Work is conducted safely. Such Subcontractors shall comply with the Owner's EMR waiver process which may include enhanced safety requirements for the Subcontractor;
- k. submit the required insurance termination notification to OCIP Administrator form when their Work is complete.
- l. This Manual includes a summary of the insurance coverages and claim procedures as well

as enrollment forms and reporting requirements for the OCIP insurance program-. The Contractor and Subcontractors shall use and comply with the requirements outlined within this Manual, including, but not limited to:

- a. posting the Panel of Physicians Notices and advising all employees injured in Work-related accidents to seek treatment exclusively at the Jobsite medical facility (if applicable) or, if necessary, with such panel physicians in accordance with Applicable Law; and
- b. promptly returning injured workers to full or modified duty work (as their physical condition permits) as soon as being advised of the employee's ability to return to work. The Contractor and each eligible Subcontractor shall immediately return such injured worker to work whether or not a job is immediately available and regardless of whether such work is on the Jobsite. Failure to do so will result in a fine assessment to the Contractor or Subcontractor of \$1,500 weekly until such time as the injured worker is returned to work.
- m. The provisions for insurance shall in no way be interpreted as releasing Contractor or Subcontractors of full responsibility for the obligations set forth in their respective Contracts.

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SECTION 1

DEFINITION OF TERMS USED IN THIS MANUAL

Terms defined in the Contract Documents shall be afforded the same meaning in this Manual.

CONTRACT: As applicable, Agreement between Owner and Contractor, between the Contractor and a Subcontractor, or between a Subcontractor and its Sub-Subcontractor(s) of any tier including all exhibits and/or documents attached thereto and including any subsequent amendments executed by both parties.

CONTRACTOR: Any entity in direct contract with Yale for construction related activities including labor, materials, equipment, and other construction services.

ELIGIBLE SUBCONTRACTOR: Subcontractors under Contracts, working at the Jobsite whose on-site gross payroll at the inception of their Work is estimated to exceed \$15,000 and whose contract value is greater than \$25,000 and who are not "Excluded Parties."

EXCLUDED PARTIES: The OCIP insurance will not apply to any entities that:

1. do not perform Work at the Jobsite;
2. perform management, abatement, remediation, removal, transport or disposal of any Hazardous Materials at the Jobsite;
3. perform demolition and/or blasting work at the Jobsite (interior demolition work is included in the OCIP);
4. solely fabricate and/or manufacture products, materials and/or supplies away from the Jobsite;
5. solely perform as truckers, material dealers, vendors, suppliers, owner/operators (independent contractors) and other persons or entities engaged in the loading, hauling, unloading, stocking and/or testing of material, supplies and/or equipment to or from the jobsite;
6. solely visit the Jobsite to make deliveries, pick up supplies and/or personnel, perform supervisory and/or progress inspections, or for any other reason;
7. provide only engineering, surveying or architect services or site security services;
8. have on site dedicated payroll at the inception of their Work estimated not to exceed \$15,000 or whose contract value is less than \$25,000;
9. fail to complete the enrollment process prior to the date of loss;
10. not meet the eligibility requirements stipulated in this Manual; or
11. are excluded by the Owner, at the Owner's sole discretion.

INSUREDS (UNDER OCIP): Owner, Contractor and enrolled Subcontractors of all tiers named in the Insurance Policies

INSURERS:

- a) Workers Compensation and Employer's Liability:
To Be Determined

- b) Commercial General Liability Insurance:
To Be Determined
- c) Umbrella/Excess Liability Policies (*To Be Determined* Limit):
To Be Determined
- d) Builders Risk Insurance:
By Owner –carrier to be determined

Note that at any time, the insurers listed herein are subject to change at the sole discretion of the Owner.

JOBSITE: That property owned by, leased by or under the control of the Owner on which construction activities are being conducted and/or areas and ways contiguous thereto. Jobsite includes any work site set up by the Owner for use by an Insured exclusively for storage of material or equipment, or for on-site fabrication of material to be used in the construction, staging and Project support areas. However, work sites outside of the confines of the construction site need to be submitted to the Servicing Insurance Broker for approval and confirmation of coverage. Jobsite does not include any permanent locations of any insured party other than the Owner.

OCIP: Yale University, Owner Controlled Insurance Program providing the insurance as described in this Manual.

PROGRAM SAFETY MONITOR Individual appointed by Owner to oversee the coordination of safety efforts.

PROJECT SAFETY MANAGER: Individual assigned by the Contractor who inspects and surveys all tiers of Subcontractors for safety at the Jobsite. The Project Safety Manager is an employee of the Contractor.

SAFETY REPRESENTATIVE: The individual assigned safety responsibility at the Jobsite by a Subcontractor.

SERVICING INSURANCE BROKER

The Graham Company
The Graham Building
One Penn Square West
Philadelphia, PA 19102

John Kilgarriff, ARM, Account Manager – (215) 701-5425
E-Mail Address: jkilgarriff@grahamco.com

Robert J. Scullin, ARM, Vice President-Sales – (215) 701-5345
E-Mail Address: bscullin@grahamco.com

Thomas P. Morrin, Producer – (215) 701-5430
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Cassidy A. Starkey, Esq., CPCU, ARM, AIC, Senior Claims Consultant – (215) 701-5216

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Mark J. Troxell, Director of Safety Services – (215) 701-5340

E-Mail Address: mtroxel@grahamco.com

SECTION 2

INSURANCE PROVIDED BY OWNER

The Owner has secured specific insurance coverage for the benefit of those insureds who are performing operations at the Jobsite. The OCIP Coverages are set forth in full in the respective policy forms. The following description of such coverage is not intended to be all-inclusive, nor alter or amend any provision of the actual policies. In matters, if any, in which the said description may be conflicting with the actual policy language, the provisions of the insurance policies shall govern.

Only the following insurances set forth in (A), (B) and (C) below will be provided by the Owner. Subject to the exclusions, limitations, terms and conditions of the policies, the OCIP will include:

A. Commercial General Liability Insurance (On Site Operations Only):

Commercial General Liability Insurance (EXCLUDING ASBESTOS, LEAD, POLLUTION, FUNGUS, MOLD, BACTERIA, EIFS, SILICA, NUCLEAR, WAR, AIRCRAFT, EMPLOYMENT PRACTICES LIABILITY AND PROFESSIONAL LIABILITY) applying to all Insureds jointly and with the following limits of liability:

\$2,000,000 Per Occurrence

\$2,000,000 Personal & Advertising Injury

\$4,000,000 Completed Operations Aggregate

\$4,000,000 General Aggregate (Per Project)

and affording insurance for the following hazards: Premises-Operations, (including Explosion, Collapse and Underground Coverage), Independent Contractors, Mobile Equipment as defined in the policy (CG 00 01), Broad Form Property Damage, seven (7) years Completed Operations, effective as of the date of Substantial Completion, Contractual Liability (Limited for Personal & Advertising Injury), and Personal & Advertising Injury Liability. Coverage will be primary for all Insureds.

At Owner's discretion, the Contractor or Subcontractor may be required to pay up to a sum of \$5,000 each occurrence, including court costs, attorney fees and costs of defense for bodily injury or property damage to the extent losses payable under the OCIP Commercial General Liability Policy are attributable to negligent acts or omissions or intentional misconduct of the Contractor or any of its Subcontractors or any other entity or party for whom the Contractor may be contractually or legally responsible ("Commercial General Liability Obligation"). This Commercial General Liability Obligation will not be covered by the OCIP.

B. Workers Compensation and Employer's Liability Insurance (On Site Operations Only):

Workers Compensation Insurance in statutory limits. Employers Liability limits of \$1,000,000 Each Accident/\$1,000,000 Disease - Each Employee/ \$1,000,000 Disease - Policy Limit.

NOTE: The OCIP Workers Compensation Insurer will report payroll and loss experience

incurred for Contractor and each Subcontractor to the Workers Compensation Rating and Inspection Bureau in the normal manner for use in calculating their future experience modifications. The premium impact of the experience modifier further underscores the importance of compliance with the Project's safety and claims management procedures while working at the Jobsite.

C. Excess Liability Insurance (On Site Operations Only):

Excess Liability Insurance (EXCLUDING AUTOMOBILE, ASBESTOS, LEAD, POLLUTION, FUNGUS, MOLD, BACTERIA, EIFS, SILICA, NUCLEAR, WAR, AIRCRAFT, EMPLOYMENT PRACTICES LIABILITY AND PROFESSIONAL LIABILITY), covering all insureds jointly with the minimum limits of liability:

\$TBD	Per Occurrence
\$TBD	Completed Operations Aggregate
\$TBD	General Aggregate

D. Builder's Risk Insurance:

Reference the Contract Documents' Project Conditions for information on any Builders Risk coverage applicable to this Project.

The OCIP insurance may be purchased on an insurance program under which the final cost is dependent on the actual losses during the period the program is in effect. The premiums for the OCIP coverage shall be paid by the Owner, and the Owner shall receive and pay, as the case may be, all adjustments in such costs including, but not limited to audit premiums, retrospective premium adjustments, deductible billings, or dividends. The Contractor and Subcontractors shall execute such instruments of assignment as may be necessary to permit Owner's receipt of such adjustments.

The coverages referred to above will be set forth in full in the respective policy forms, and the foregoing descriptions are not intended to be complete. If there is any conflict between this Manual and the actual OCIP policy forms, the OCIP policy forms will govern. Copies of the actual policies will be maintained at The Graham Company located at One Penn Square West, Philadelphia, PA 19102 and are available for review. To review policies, contact John Kilgarriff at 215-701-5425.

E. CANCELLATION, MODIFICATION OR NON-RENEWAL OF OCIP INSURANCE:

It is the present intent of the Owner to insure the Work under the OCIP until the Project reaches Substantial Completion. At Substantial Completion, Contractor and Subcontractors will need to secure their own insurance as outlined in Section 4 of this Manual and in the Contract Documents. The Owner will not insure the Contractor or any Subcontractor performing Work (such as warranty repair or "punch list" work) after the OCIP is terminated. At any time, the Owner may, upon thirty (30) calendar days' written notice to the Contractor and Subcontractors, elect to cancel, modify or non-renew the OCIP coverage. The election of the Owner to cancel, modify or non-renew the OCIP coverage can apply to the Contractor or any individual Subcontractor or to the Contractor and all Subcontractors. As a condition precedent thereto, commencing with the date as specified on the written notice, the Owner

shall no longer be obligated to furnish the insurance specified above.

In the event of cancellation or non-renewal of the OCIP, the Contractor shall amend, and require its Subcontractors to amend, the insurance policies set forth in Section 4 of this Manual and identified in more detail in the Contract Documents to include coverage for all operations and Work performed at the Jobsite and shall submit certificates of insurance evidencing such coverage.

SECTION 3

INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS INSURED UNDER THE OWNER CONTROLLED INSURANCE PROGRAM (OCIP):

Notwithstanding the OCIP, the Contractor and Subcontractors shall at all times during the period in which the Contractor's Contract with the Owner is in force and effect, (including the maintenance/guarantee period or other applicable warranty period), provide and maintain the following insurance, which shall be included in the Contractor's and Subcontractors' proposal or bid.

- A. Commercial General Liability Insurance for Operations Away from the Jobsite including Products Liability coverage for any product manufactured, assembled or otherwise worked upon while away from the Jobsite. Coverage is to be provided in a form equivalent to ISO CG 00 01 standard Commercial General Liability insurance policy ("Occurrence Form") including hazards of premises/operations, independent contractors, products and completed operations, contractual liability coverage (for any contract related to the Work) and personal injury. Coverage shall include waiver of subrogation in favor of Owner. Coverage is to be provided at the following minimum Limits of Liability:
- \$1,000,000 Per Occurrence
 - \$1,000,000 Personal Injury and Advertising Injury
 - \$2,000,000 Completed Operations Aggregate
 - \$2,000,000 General Aggregate (Per Project)

Any OCIP (wrap-up) exclusion shall provide coverage for off-site work and an exception for work at the Jobsite after OCIP has been cancelled, non-renewed or otherwise no longer applies.

- B. Automobile Liability Insurance covering all owned, non-owned and hired automobiles: Such insurance shall provide coverage not less than that of the ISO Standard Business Automobile Liability policy in limits not less than \$1,000,000 Per Accident for Bodily Injury and Property Damage and include Coverage for clean-up of pollutants via endorsement CA 99 48 where work involves transport of hazardous materials. Policies shall provide coverage to all owned, hired and borrowed vehicles and include a waiver of subrogation in favor of Owner .
- C. Workers Compensation and Employer's Liability Insurance for Work Away from the Jobsite: Coverage is to be provided at the following minimum Limits of Liability:
1. Coverage A, Workers Compensation – Statutory benefits as required by the Workers Compensation Laws of the State of Connecticut
 2. Coverage B, Employer's Liability: \$500,000 Each Accident \$500,000 Disease-Each Employee \$500,000 Disease-Policy Limit

Including Waiver of Right of Recovery from Others Endorsement (WC 00 03 13) naming Yale University, subsidiary and affiliated companies, and their respective directors and officers, trustees, and employees as protected parties.

- D. Excess/Umbrella Insurance: Providing coverage excess of General Liability, Auto, and

Employer's Liability described in A, B, and C above. Coverage shall be subject to the following minimum limits:

1. Contractor - \$25,000,000 Per Occurrence/Aggregate
2. Subcontractors - \$5,000,000 Per Occurrence/Aggregate

or as otherwise approved by Owner in writing.

The amounts of insurance required may be satisfied by combination of underlying and Excess/Umbrella limits, so long as the total amount of insurance is not less than the limits specified.

- E. Aircraft/Watercraft Liability: Should aircraft or watercraft of any kind be used by the Contractor or Subcontractors, persons or entities using such equipment shall maintain aircraft liability insurance which complies with the Contract Documents. Contractor, Subcontractors and aircraft/watercraft operator will maintain coverage for loss arising from operations of any owned, hired and non-owned aircraft or watercraft used in the performance of the Work, as follows:
- a. Limits:
 - i. \$50,000,000 Each occurrence
 - ii. \$50,000,000 Each person
 - b. Coverages:
 - i. Waiver of subrogation in favor of Owner
 - ii. Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
- F. Contractors Pollution Liability: In the event that any disruption, handling, abatement, remediation, encapsulation, removal, transport, or disposal of Hazardous Materials is required, the Contractor must secure, or cause to be secured, pollution liability insurance which complies with the Contract Documents.
- a. Limits:
 - i. \$5,000,000 Each Occurrence
 - ii. \$5,000,000 Each Person
 - iii. \$5,000,000 Aggregate (shall apply specifically for this Project)
 - b. Coverages:
 - i. Bodily injury, sickness, disease, mental anguish, shock, and death.
 - ii. Property damage, including:
 1. physical injury to or destruction of tangible property including the resulting loss of use thereof;
 2. the loss of use of tangible property that has not been physically injured or destroyed;
 3. Diminished Value of property; and
 4. Natural Resource Damage.
 - iii. Clean-up costs.
 - iv. Waiver of subrogation rights in favor of the Owner.
 - v. Contractual Liability (including Liability for Employee Injury assumed under a Contract).
 - vi. If coverage is written on an Occurrence basis, coverage must be maintained for a period of at least five (5) years after final payment.

- vii. If coverage is written on a Claims-made basis, the Contractor/Subcontractor warrants that any retroactive date applicable to the coverage under the policy precedes the effective date of Contractor/Subcontractor Contract ; and that continuous coverage will be maintained for a period of at least seven (7) years after final payment to provide five (5) years of completed operations coverage and an additional two (2) years to report claims that are made.

- G. Professional Liability Insurance: The Contractor or any of its Consultants, Subcontractors and those for whom they are responsible that has professional liability exposure must provide professional liability insurance covering their operations.

- H. Completed Operations Coverage: The OCIP will include coverage for completed operations for seven (7) years after completion of the Work. It is the responsibility of the Contractor and all Subcontractors to arrange for the continuation of completed operations coverage with its own insurance agent and insurer after termination of completed operations coverage under the OCIP.

- I. Liability Coverage for Mobile Equipment: Some mobile equipment may not be insured under Commercial General Liability policies (ISO 2001 policy form or later). Contractor or Subcontractors utilizing mobile equipment not covered in their auto policy should review this coverage with their agent and/or insurer. The OCIP will provide liability coverage only for mobile equipment on site as defined in the OCIP Commercial General Liability Policy.

- J. Owned or Leased Equipment: Contractor and all Subcontractors shall maintain physical loss or damage insurance on their owned, rented, leased or borrowed equipment, tools, trailers, temporary structures , personal effects. The OCIP excludes coverage for loss or damage to such property.

- K. Contractor and Contractors shall submit Certificates of Insurance to the OCIP Administrator within 15 days of award and within 10 days or renewal, material change and/or replacement of coverage and upon renewal.

Contractors and Subcontractors shall review for compliance with the requirements of this Section the certificates of insurance provided by their respective Subcontractors. Owner reserves the right to disapprove a Subcontractor who does not demonstrate compliance with requirements.

All Certificates of Insurance shall indicate, in the Special Items Section, compliance with the insurance obligations set forth in the Contract Documents.

THE CERTIFICATE OF INSURANCE MUST BE PROVIDED AND APPROVED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND PRIOR TO THE START OF CONTRACTOR'S OR SUBCONTRACTOR'S WORK. The failure to supply a certificate of insurance prior to the start of the Work or the submission of an insurance certificate which is not in compliance with the above insurance requirements, shall not operate as a waiver of the Owner's rights to obtain a fully conforming certificate of insurance and Owner may require Contractor or Subcontractor to cease all Work until a fully conforming certificate of insurance is supplied and approved.

The above insurance requirements are mandatory and are not provided in any manner under the OCIP. The Contractor and Subcontractors are responsible for the cost of insurance requirements referenced in this Section and shall include such costs in their proposals and bid. Such costs are not to be billed separately. The Contractor or Subcontractor may purchase any additional insurance they feel appropriate; however, the cost of such additional insurance will be borne by the Contractor and applicable Subcontractors and should not be changed to the Owner in any manner.

SECTION 4

INSURANCE REQUIREMENTS FOR CONTRACTOR AND SUBCONTRACTORS NOT ELIGIBLE TO PARTICIPATE IN THE OCIP OR IF THERE IS NO OCIP OR IF OCIP IS CANCELLED/TERMINATED:

Excluded Parties or those not eligible to participate in the OCIP (or if the Owner does not implement an OCIP or the OCIP is cancelled or terminated) are required to provide insurance of the prescribed types and minimum amounts set forth in the Contract Documents.

Such insurance requirements are mandatory and are not provided in any manner under the OCIP. The Contractor and Subcontractors are responsible for the cost of insurance requirements referenced in this Section and shall include such costs in their proposals and bid. Such costs are not to be billed separately. The Contractor or Subcontractor may purchase any additional insurance they feel appropriate; however, the cost of such additional insurance will be borne by that party, and shall not be charged to the Owner in any manner.

SECTION 5

ARRANGEMENT AND HANDLING OF THE OWNER CONTROLLED INSURANCE PROGRAM

A) Determination of Insurance Cost

Enrollees are required to complete enrollment forms and document the cost of insurance related to each awarded contract, subcontract and Change Order related to the Project. Enrollees stipulate that the insurance cost, as identified in the Insurance Cost Information Worksheet (which is incorporated by reference and made a part of their respective Contracts to which the OCIP applies), will be identified, agreed upon and included within the original bid price or Contract sum, and removed as Traditional Insurance Cost contemporaneously with the execution of such Contracts. All insurance costs for coverage otherwise provided by the Owner under the OCIP will likewise be removed from any Change Orders, will be subject to the Owner's audit, and will be credited to the Owner as part of the final Traditional Insurance Cost adjustment. If Owner elects to exclude any Enrollee from participating in the OCIP, such Enrollee will provide the insurance required herein and the cost of providing such insurance shall remain in such entity's bid price, Contract sum and Change Orders.

B) Notice of Contract Award

Upon a Contract being awarded to any Subcontractor, the Contract awarding party is to complete and forward a Notice of Contract Award (Form 3) to The Graham Company, Attn: Daria Ward (e-mail address: kilgarriuff_unit@grahamco.com and fax number: 215-599-9936).

C) Attachment of Coverage

The Owner has arranged to provide the insurance identified within Section 2 of this Manual for the Contractor and eligible Subcontractors for their Work to be performed at the Jobsite.

Note: Enrollment into the OCIP is required but not automatic. The Contractor and eligible Subcontractors must complete the enrollment forms identified within Section 9 of this Manual. Once enrolled, the Contractor or Subcontractor will receive notification of acceptance from The Graham Company and coverage under the OCIP will begin. Access to the Jobsite will not be permitted until the enrollment process is complete.

A FAILURE TO COMPLETE OCIP ENROLLMENT PROCESS PRIOR TO THE START OF WORK MAY EXCLUDE THE PARTY FAILING TO DO SO FROM OCIP INSURANCE COVERAGE. IF EXCLUDED, THE OWNER WILL NOT BE RESPONSIBLE FOR OR REIMBURSE ANY ADDITIONAL AMOUNTS FOR INSURANCE COSTS.

D) OCIP Enrollment Forms

To become enrolled in the OCIP the Contractor and each Subcontractor is required to submit the following forms to The Graham Company:

Form 1: Insurance Cost Worksheet (to be completed and submitted with bid)

Form 2: Enrollment Form (to be completed online)

Note: Any incomplete or inaccurate Insurance Cost Worksheet and online enrollment cost information may be corrected by Owner. When making such corrections Owner will rely upon state issued Workers Compensation rates, industry standard rates and the Owner's judgment to estimate Contractor's insurance cost rate.

Form 3: Assignment by Contractor or Subcontractor Form

The premiums for all insurance provided by the Owner as outlined in this Manual will be paid by the Owner. Therefore, the Contractor and all eligible Subcontractors are required to deduct the cost they would otherwise incur for such insurance in their proposal or bid the Contractor and Subcontractors are required to execute an assignment to the Owner of their rights of cancellation and any return premiums or adjustments, if any.

Form 7: Required Certificate of Insurance

Prior to the date on which the Contractor commences its Work, the Contractor must furnish a Certificate of Insurance to The Graham Company evidencing coverage required by Contract Documents and this Manual.

THE CERTIFICATE OF INSURANCE MUST BE PROVIDED TO AND APPROVED BY THE OCIP ADMINISTRATOR PRIOR TO THE START OF WORK.

Copies of the above forms, including instructions on how they are to be completed, can be found in Section 9 of this Manual.

Upon receipt and acceptance of the above forms, The Graham Company will send correspondence confirming enrollment into the program. Accompanying this confirmation letter, will be: (1) a Certificate of Insurance verifying the coverage provided; (2) an OCIP Insurance Manual; (3) the Owner's Safety Guidelines; (4) a separate Workers Compensation Policy as required by State Law; and (5) Applicable Claims Reporting Information.

E) Notice of Work Completion Form

Upon completion of the Work, the Contractor and Subcontractors are to submit a Notice of Work Completion (Form 5). This form shall be completed online. Except for completed operations coverage and unless otherwise provided in this Manual, all insurance furnished by Owner under the OCIP will cease for Enrollees upon Final Completion of such Enrollee's portion of the Work.

F) Program Audit and Adjustment of Insurance Cost Determinations

The Owner or its designee will at all times have the right to access, inspect and audit all Enrollees' records and data, electronic or otherwise, relating to costs for coverages provided by the Owner, payrolls, employee work-hours and other factors determinative of the cost of the OCIP. Enrollees will promptly respond to any inquiries of the Owner or its designee arising out of any such inspection or audit. The Owner will be entitled to all discounts, refunds, reduced rates, and other premium credits applicable to such coverages. Enrollees will notify

the Owner of subsequent changes to their policies due to renewal, endorsement or change in underwriters. The Contractor and all Subcontractors for whom insurance is provided by the OCIP, are required to maintain the above described records . These records are needed to:

1. provide the information needed to calculate the insurance premium to be paid by the Owner for the Work performed at the Jobsite by the Contractor or Subcontractors as appropriate; and
2. assist the insurer in filing information to the Workers Compensation Rating Bureau for inclusion into the calculation of the applicable party's Experience Modification.

The Owner is entitled to adjust at any time the Traditional Insurance Cost for each Enrollee upon verification of Enrollee's Traditional Insurance Cost. In addition, it is acknowledged that the payrolls and associated premiums identified on the Insurance Cost Information Worksheet represent estimated payroll amounts based upon information available at the time of enrollment. Upon completion of an Enrollee's Work or at any other time, the Owner may, in its sole discretion, issue a Change Order adjusting the portion of Traditional Insurance Cost deducted from each Enrollee's Contract or Change Order, based on the variance between estimated payroll amounts identified by the Enrollee and the actual audited payrolls associated with such Enrollee's Contract.

G) Payroll Reports

The Contractor and Subcontractors are required to submit monthly payroll reports to The Graham Company via the online reporting platform (See also Section 9 – Form 6). Only the payroll of employees who perform Work at or emanating directly from the Jobsite are to be included in the audit.

The following are examples of non-Jobsite employees whose payroll are not to be included:

- (1) Permanent yard and shop employees away from the Jobsite.
- (2) Equipment maintenance employees not exclusively engaged in servicing equipment at the Jobsite (even though working on equipment which may used exclusively on the Jobsite), and who, as part of their regular duties, are not assigned to the Project.
- (3) Executive supervisors who are not permanently assigned to the Project.
- (4) Headquarters and administrative staff not performing their principal duties at the Jobsite.

An insurance company auditor may visit the Contractor's or Subcontractor's office to collect payroll information on an annual basis and at the conclusion of the Work.

H) Payroll Classification and Limits

Payroll Classification - The rules and regulations of the Connecticut Compensation Rating Bureau shall govern all classification assignments and the definition of the payroll to be included in the audit.

The extra pay for overtime Work shall be excluded with the payroll on which premium is computed.

SECTION 6

PROJECT SAFETY REQUIREMENTS

The Contractor and Subcontractors shall actively support, participate in and be responsible for compliance with all safety requirements included within the Project Safety Plan and Safety Guidelines

OWNER'S INSURANCE REPRESENTATIVES

The Owner's Insurance Representative will provide safety services on behalf of Owner and some or all insurance companies involved in the OCIP. The Contractor and all Subcontractors agree that the Owner's Insurance Representative shall at all times be immune from liability for providing such services. The Contractor and all Subcontractors shall waive any and all defenses to or limitations in connection with the application to Owner's Insurance Representatives of any law limiting the liability of agents, employees or service contractors acting on behalf of an insurance company providing services which reduce the likelihood of injury or loss.

SECTION 7

ACCIDENT REPORTING AND CLAIMS PROCEDURES

The OCIP Administrator has developed very specific accident reporting and claims procedures. It is extremely important that the Contractor and all Subcontractors follow these procedures as well as the Accident Reporting Procedures in the Safety Guidelines when accidents occur.

A. Immediate Reporting Of Accidents/Claims

All known accidents and occurrences, however minor, must be reported (the reporting procedures for the different types of claims are addressed below) within 24 hours. Without adequate investigations immediately following accidents, claims are very difficult to defend or fully investigate later. **Failure to report a known claim within 24 hours of an occurrence will result in a \$500 fine assessment. This fine will be issued through a Non-Negotiable Deduct Change Order or other means at the Owner's discretion.**

B. Emergency Claims Service

In the event of an emergency claim, please call The Graham Company at (215) 567-6300, 24 hours a day, 7 days a week for emergency claims service. If calling after hours, the caller will receive instructions on how to reach The Graham Company's On-Call Emergency Claim Coordinator. Examples of emergency claims are: fatalities; severe injuries; floods; fire losses; large dollar losses; irate claimants; accidents involving spills/pollutants; suspected fraudulent claims; and incidents which could erupt into larger losses if not tended to immediately.

C. Workers Compensation Claims Procedures

(1) *Medical Treatment*

The injured employee's foreman shall see that appropriate first aid and treatment is administered promptly. Foremen should immediately accompany injured employees to the Jobsite medical facility (if applicable). For emergency/critical care and the rare circumstances where treatment cannot be rendered at the Jobsite medical facility (if applicable), the following procedures will apply. "Treatment" for this purpose doesn't necessarily mean "medical treatment" for purposes of OSHA recordkeeping as defined in 29 CFR 1904.

(a) Non-Emergency Medical Treatment

A Panel of Physicians has been established for medical treatment in the event of a work-related accident that cannot be treated at the Jobsite medical facility (if applicable). Panel of Physicians Posting Notices (Form 8) specify where employees should go for medical treatment in these situations. The Contractor shall prominently display these notices in areas frequented by employees, along with maps to get employees to these medical facilities for medical treatment.

If an employee claims to have suffered a work-related injury or illness, the employer shall provide the employee with a Treatment Authorization Form (Form 9). The employee must present this Form 9 to the medical facility (if applicable). The form also provides the information necessary to call the employer following the examination to advise when the employee may return to work.

(b) Emergency/Critical Care Treatment

In the event of an emergency or serious accident requiring notification of Emergency Medical Services involving a worker, enlist the immediate help of the Jobsite medical facility (if applicable) but disregard the Panel of Physicians procedure and take the employee to the nearest hospital emergency room. Any question of whether or not an injury is serious and involves emergency treatment should be resolved in favor of the employee being taken to the emergency room.

Any follow-up care subsequent to the initial emergency room visit should be rendered at the Jobsite medical facility (if applicable) or by a provider from the Panel of Physicians.

(c) After Hours/Weekend Treatment

The Jobsite medical facility (if applicable) will be available during the work day and the providers listed on the Panel of Physicians have office hours from 8:00a.m. to 5:00 p.m. Monday through Friday as well as weekend hours. Any medical treatment rendered outside of these hours should be rendered by the nearest emergency room with follow-up care by the Panel of Physicians during normal business hours.

(2) *Medical Follow-Up Care*

The Jobsite medical facility (if applicable) and the providers from the Panel of Physicians are required to call the Contractor or Subcontractor following each office visit, to provide a current status on the employee's condition and an evaluation of whether the employee is able to return to work. All efforts should be made to return an employee to work as soon as they are physically able.

(3) *Prescription Services*

If the employee needs injury related prescriptions, that employee should be provided with a prescription information sheet which lists many of the independent pharmacies included in the network of pharmacies. No identification cards are required to be presented by the employee to obtain a prescription.

(4) *Mailing of Medical Bills*

The Contractor or Subcontractor shall send medical bills to the insurance company providing Workers Compensation coverage.

(5) *Workers Compensation Claim Reporting*

The Contractor or Subcontractor will be able to report Workers Compensation Claims over the telephone using a 1-877 Telephone Reporting Service. Employers should report directly to the insurance company unless previously agreed to for a specific project. Workers Compensation claims should be reported by the end of the workday.

The person designated to report Workers Compensation claims shall use 1-877 Posting Notice. When a claim occurs, please call 1-877-xxx-xxx. Please provide the operator with the Contractor's or Subcontractor's policy number and the 9 digit "Contractor ID Number." This information is listed in the caption of the enrollment letter. The insurance company's telephone claims intake service will file the original Employer's First Report of Occupational Injury or Illness (Form ___) with the State of Connecticut Workers' Compensation Commission and the intake service will provide a copy to the Contractor or Subcontractor, its employee and The Graham Company.

The Contractor or Subcontractor shall report immediately an accident resulting in serious injury or death by telephone to the insurance company's Telephone - Reporting Service at 1-877-xxx-xxxx and to Cassidy A. Starkey at The Graham Company at (215) 701-5216. The Contractor or Subcontractor shall send any written reports to the insurance company and The Graham Company immediately.

The insurance company's contact information:

To Be Determined

(6) *Modified Duty Work*

The Contractor or Subcontractor shall promptly return an injured worker to full or modified duty work (as their physical condition permits) as soon as it is advised by the employee's treating physician of the employee's ability to return to work. Upon such notification, the Contractor or Subcontractor shall immediately return such injured worker to work whether or not a job is immediately available and whether or not such work is available on the Project. **Failure to do so will result in a fine assessment to the Contractor or Subcontractor of \$1,500 weekly until such time as the released injured worker is returned to work. This fine will be issued through a Non-Negotiable Deduct Change Order or other means at the Owner's discretion.**

(7) *Questions Concerning Workers Compensation Claims*

Questions concerning Workers Compensation claims should be addressed to the insurance company's claims representative assigned to handle the claim. The telephone number of the claims office for the Project is xxx-xxx-xxxx. The claims representative will identify himself/herself within twenty-four (24) hours after he/she receives notice of the claim.

If the Contractor or Subcontractor is uncertain as to who the claims representative is on a particular claim or it has more general questions as to the operation of the claim or claims process, please call Cassidy A. Starkey at The Graham Company at (215) 701-5216.

If the Contractor or Subcontractor requires a loss run or would like to participate in a claims review meeting, please notify Cassidy A. Starkey at The Graham Company at (215) 701-5216.

D. Commercial General Liability Claims Procedures

The Subcontractor shall immediately notify the Contractor of any Commercial General Liability claims (claims involving injuries to persons other than employees or damage to property other than damage to the Work itself) by its employees or Subcontractors. The Contractor shall then compile all available information regarding the loss, complete the Acord Form for the Project and immediately send it by fax or email to:

The Graham Company Claims Services Department
The Graham Building
One Penn Square West
Philadelphia, PA 19102
Attention: Cassidy A. Starkey, Esquire, CPCU, ARM, AIC, Senior
Claims Consultant
Fax: (215) 599-9176
Email: cstarkey@grahamco.com

All claims involving significant damage, serious injuries or death shall be reported by telephone to Cassidy A. Starkey at (215) 701-5216 and followed up by the completion and forwarding of the Acord Form.

It is vital that:

- a. all evidence related to a claim be retained and identified to the insurance company representative investigating the claim;
- b. no one speak to or show evidence to anyone other than a duly authorized representative of the insurance company, The Graham Company, Contractor, Subcontractor or Owner;
- c. all witnesses to the accident are noted along with addresses, daytime and home telephone numbers by which to contact them; and
- d. all damages are fully documented (either by photograph, invoice, etc.).

All questions concerning Commercial General Liability Claims should be directed to Cassidy A. Starkey at The Graham Company at (215) 701-5216.

E. Legal Documents

It is extremely important that all lawsuits or Writs of Summons be forwarded to The Graham Company immediately upon receipt. All lawsuits and other legal documents are to be faxed or emailed to The Graham Company's Claims Services Department, attention Cassidy A. Starkey. When forwarding lawsuits to The Graham Company, please provide the exact date that the Contractor or Subcontractor was served with the papers, and how the service was made (i.e., certified mail, marshal, etc.). The failure to promptly forward lawsuits to The Graham Company may result in the loss of insurance coverage for the claim.

All subsequent questions and correspondence received by the Contractor or Subcontractor relative to claims (other than medical bills), including lawsuits or other legal documents, must be immediately referred by the Contractor or Subcontractor to the insurance company and The Graham Company indicating that such questions and correspondence apply to the Project. In addition to the fax or email, the Contractor or Subcontractor shall send all legal documents by registered mail, return receipt requested.

NAMES & ADDRESSES FOR CLAIMS

(A) Workers Compensation

- | | | |
|----|----------------------|---|
| 1. | Company: | TBD |
| | Designated Adjuster: | TBD |
| | Phone: | |
| | Wrap-Up Manager: | TBD |
| | Phone: | TBD |
| 2. | Administrator: | The Graham Company
The Graham Building
One Penn Square West
Philadelphia, PA 19102 |
| | Claims Consultant: | Cassidy A. Starkey |
| | Phone: | (215) 701-5216 |
| | Fax: | (215) 599-9176 |
| | Email: | cstarkey@grahamco.com |

(B) Commercial General Liability

- | | | |
|----|---------------------|-----|
| 1. | Company: | TBD |
| | Dedicated Adjuster: | |
| | Phone: | |

Wrap-Up Manager:
Phone:

2. Administrator:

The Graham Company
The Graham Building
One Penn Square West
Philadelphia, PA 19102

Claims Consultant:
Phone:
Fax:
Email:

Cassidy A. Starkey
(215) 701-5216
(215) 599-9176
cstarkey@grahamco.com

SECTION 8

MODIFIED DUTY RETURN TO WORK PROCEDURES

Contact Information for Return to Work matters::

THE GRAHAM COMPANY	
Cassidy A. Starkey, Esq., CPCU, ARM, AIC, Senior Claims Consultant The Graham Company The Graham Building One Penn Square West Philadelphia, PA 19102	TBD
Phone: 215-701-5216 (direct) Phone: 888-472-4262 (switchboard) Fax: 215-599-9176 E-mail: cstarkey@grahamco.com	TBD

Outlined below are the recommended procedures that the Contractor and all Subcontractors should follow when offering an injured employee a modified duty position

The procedures are as follows:

1. Obtain and closely review the examining/treating physicians' medical report(s) and written description of the employee's functional capabilities. Remember to keep all medical records in a separate file away from the employee's personnel file. Access to this medical information should be strictly limited. Immediately send out any appropriate Family and Medical Leave Act (FMLA) notices or certifications to the employee. **Please note that if an employee is not notified within two (2) days that you are treating the absence as an FMLA qualifying event (to be counted against an employee's 12 week FMLA leave), FMLA leave will not begin to run until this notice is sent out.**
2. Identify or create, with the intention of keeping, a modified duty position available to the employee. It is imperative that the physical requirements of the position be consistent with the physical limitations established by the examining/treating physician in his/her medical report or written description of the employee's functional capabilities.

Part of this step includes the completion of a **Job Analysis Form** which outlines the physical requirements of the light-duty position that can be performed by the injured employee. Consideration should be given to having the modified duty jobs video-taped for viewing by a panel physician.

When designing and offering a modified duty job, keep in mind that it is a temporary position with the goal of returning the employee to his/her pre-injury job. Periodic medical evaluations should be performed to properly assess the employee's medical progress toward returning to his/her full duty, pre-injury job. The following factors are important when employers are identifying or creating light-duty positions:

- a) Physical restrictions

- b) Intellectual capacity
- c) Education
- d) Prior work and life experiences

When preparing the job notification/offer letter, be careful about the information concerning the salary of the modified duty jobs. If the intent is to bring the injured employee back at only the same base hourly rate, then it is sufficient to include in the letter mention of the hourly rate and the number of hours per week. Otherwise, if the intent is to bring the employee back at a salary that will be sufficient to suspend benefits (i.e. the average weekly wage), it should be indicated in the letter.

3. Mail the employee a job notification/offer letter via Certified Mail, Return Receipt Requested **and** via regular, First Class U.S. Mail. Ideally, the employer should mail this letter to the employee at least 10-14 days before the actual start date of the modified duty position. Employers should send a copy of the job notification/offer letter and the enclosures (which would include the Job Analysis Form approved by the physician and/or other medical information dictating the employee's physical ability to do the job) to the employee's attorney (if one is involved), also via Certified Mail, Return Receipt Requested **and** via regular, First Class U.S. Mail. In addition, the employer should send copies of the job notification/offer letter via regular mail to the insurance company and to Cassidy A. Starkey at The Graham Company.

4. When communicating with the employee about his/her return to work, maintain communications in the employee's personnel or medical file, depending on the substance of the communications. If a separate file exists for the Workers Compensation claim, a copy of the job notification/offer letter and enclosures should be placed in this file as well. Regular communication with the workers' compensation carrier and to Cassidy A. Starkey at The Graham Company on the employee's status is also recommended.

5. If the signed return receipt card is received, the following steps should be taken:

- a) Place a photocopy in the employee's personnel file and the employee's Workers Compensation file;
- b) Mail a copy to the insurance company and the attention of Cassidy A. Starkey at The Graham Company;
- c) Staple the original signed return receipt card to one of the two file copies of the job notification/offer letter.

6. If the job notification/offer letter is returned to you from the postal authorities and it is stamped or marked "unclaimed", "return to sender", "undeliverable", etc., do not open it. Instead, the following steps should be taken:

- a) Make two photocopies and place them in the employee's personnel file and the Workers Compensation file;
- b) Mail a copy to insurance company and to the attention of Cassidy A. Starkey at The Graham Company;

c) Place the original in the employee's personnel file.

7. It is important to remember that whether or not the employee returns to the modified duty position, his/her personnel file must be documented accordingly with a copy of the documentation mailed to insurance company so the Workers' Compensation claim adjuster is aware of the claimant's work status including any wage loss related to the claim.

8. If the employee does return to work on the date agreed upon and/or as directed, his/her direct supervisor shall:

a) Document the personnel file accordingly;

b) Call the Workers' Compensation adjuster in order to advise of the employee's return to work;

c) Mail a copy of the written documentation that was generated as a result of the employee's return to work to the adjuster at insurance company and to Cassidy A. Starkey at The Graham Company.

9. The Contractor or Subcontractor shall report any change in the employee's medical condition and/or working status immediately to the insurance company.

SECTION 9

FORMS AND COMPLETION INSTRUCTIONS

This section contains the required forms needed to administer the OCIP.

IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND EACH SUBCONTRACTOR TO SEE THAT EACH OF ITS ELIGIBLE SUBCONTRACTORS COMPLETES THE REQUIRED ENROLLMENT FORMS. FAILURE OF THE CONTRACTOR OR SUBCONTRACTOR TO COMPLETE THESE FORMS COULD RESULT IN PAYMENTS TO THE CONTRACTOR OR SUBCONTRACTOR BEING WITHHELD.

This section contains the following forms:

ENROLLMENT FORMS:

Form 1: Insurance Cost Worksheet

Form 1a: Loss Funding Calculation Worksheet

Form 1b: Insurance Cost Summary

Form 2: Enrollment

Form 3: Assignment

Form 4: Notice of Contract Award

Form 5: Notice of Work Completion

Form 6: Monthly Payroll Report

Form 7: Sample Certificates of Insurance – Enrollees and Non-enrolled subcontractors

For assistance in completing these forms, please contact The Graham Company:

Daria Ward – Phone #215-701-5433

John Kilgarriff – Phone #215-701-5425

OTHER INCLUDED FORMS:

Panel of Physicians Posting Notice (Form 8) (To Be Provided)

Directions (To Be Provided)

Claim Services Injured Workers' Prescription Information Sheet (Form 10) (Carrier Specific – To Be Provided)

1-877 Number Claim Reporting and Posting Notice (Form 11) (Carrier Specific – To Be Provided)

Acord 1 – Commercial General Liability Loss Notice (Form 12) (Carrier Specific – To Be Provided)

Employer's First Report of Occupational Injury or Illness

Job Analysis Form with/without Physician's Approval

For assistance in completing these forms, please contact The Graham Company:

Cassidy Starkey – Phone #215-701-5216