



METROPOLITAN WASHINGTON AIRPORTS AUTHORITY



Metropolitan Washington Airports Authority

Owner Controlled Wrap-Up Insurance Program (OCWIP)

OCWIP Insurance Manual

NOVEMBER 2010 EDITION
(Reporting Forms Revised 08/2011)

This manual is a contract document



Owner Controlled Wrap-Up Insurance Program Manual

(November 2010 Edition)

(Reporting Forms Revised 08/2011)

This manual is intended to provide only a general overview of the Owner Controlled Wrap-Up Insurance Program and does not in any way alter or take precedence over the language in the actual insurance policies and contracts. It makes no promise to provide insurance to those not enrolled in the Owner Controlled Wrap-Up Insurance Program. The Metropolitan Washington Airports Authority and its agents should not be deemed as insurers of safety or as having an overriding safety duty at any of the job sites.

A handwritten signature in black ink, appearing to read "Steven C. Baker", written over a horizontal line.

Steven C. Baker
Vice President of Business Administration

November 2010

Date

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Overview

Welcome to the Metropolitan Washington Airports Authority (the Airports Authority) Owner Controlled Wrap-Up Insurance Program (OCWIP)

The Airports Authority has implemented an OCWIP to provide certain insurance coverage for Contractors and subcontractors of all tiers performing construction and maintenance work on designated projects at Ronald Reagan Washington National Airport, Washington Dulles International Airport or the Airports Authority's Toll Road (collectively referred to as the "Job Site"). All such Contractors, subcontractors, sub-subcontractors of any tier (sometimes may be collectively referred to as "Contractors" or "Contractors and subcontractors") must enroll in the OCWIP if they are performing work at the Job Site.

The Airports Authority has arranged for selected construction projects to be insured under its OCWIP. The OCWIP is an insurance program that insures the Airports Authority, eligible and enrolled Construction Managers, Contractors and subcontractors, and other Airports Authority designated parties for Work performed at the Job Site. Certain Contractors and subcontractors are **excluded** from this OCWIP. These parties are identified in the Contract Documents and Section 3 (Definitions) of this manual.

Coverage under the OCWIP includes:

- Workers' Compensation (terrorism is automatically included)
- Employer's Liability (terrorism is automatically included)
- General Liability, including terrorism
- Automobile Liability on the Airports' Job Site and not including travel to or from the Job Site, including terrorism
- Excess Liability insurance, including terrorism
- Contractor's Pollution Legal Liability (including asbestos abatement under pollution coverage **only**)
- Builders' Risk, including terrorism

All insurance carriers participating in the OCWIP are approved to provide insurance in the Commonwealth of Virginia.

The Airports Authority will pay insurance premiums for the OCWIP coverage described in this manual. You should notify your insurer(s) to endorse your coverage to be excess and contingent over the OCWIP coverage provided under this OCWIP for on-site activities and the related costs. Each bidder, the Contractor and its subcontractors, is required to exclude from its bid price and requests for payment, the cost of insurance coverages that will be provided by the Airports Authority. Enrolled Contractors must purchase their own insurance for off-site activities and exposures not covered by the OCWIP and must submit certificates of insurance as required by their contract.

NOTE:

Insurance coverages and limits provided under the OCWIP are limited in scope and are specific to work performed, commencing on the inception date of your enrollment into this program and limited to only work performed at the Job Site. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

Termination

The Airports Authority reserves the right to terminate the OCWIP. If the Airports Authority chooses to terminate coverage, the Airports Authority must give all enrolled Contractors written notice 45 calendar days in advance. The enrolled Contractors must obtain replacement insurance coverage at least at the minimum levels set forth in Section 4 (OCWIP Insurance Coverage) of this manual. The Airports Authority will reimburse reasonable replacement costs of such insurances. Written evidence identifying the replacement insurances must be provided to the Airports Authority in the same manner as specified in Section 5 (Contractor Required Coverage) of this manual.

Modification

The Airports Authority reserves the right to modify the OCWIP policies. Any such modifications will be reflected in the renewal certificates.

Safety Obligations/Deductibles

Safety on the Job Site is important to the Airports Authority. To encourage adherence to safe practices by all Parties, the Airports Authority, at its discretion, may require the Contractor, and on behalf of its subcontractors of any tier, to pay up to the following deductible amounts for each claim submitted by the Contractor or subcontractor of any tier.

The Contractor will be assessed any deductibles that are levied as a result of the actions of its subcontractors.

The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

#	SAFETY OBLIGATIONS / DEDUCTIBLES
1.	<p>The Contractor is responsible to pay the first \$5,000 for the first occurrence during the OCWIP insurance policy year for Commercial General Liability loss that is attributable to Contractor’s Work, or its subcontractor’s Work, acts or omissions, or the acts or omissions of any party for whom they may be responsible.</p> <p>The Contractor’s deductible for each claim under the Commercial General Liability policy will increase progressively in increments of \$5,000 up to a maximum of \$50,000 per claim and per policy year.</p>
2.	<p>The Contractor is responsible to pay the first \$5,000 for the first occurrence during the OCWIP insurance policy year for Automobile Liability loss that is attributable to the Contractor or its subcontractor’s acts or omissions, or the acts or omissions of any party for who they may be responsible.</p> <p>The Contractor’s deductible for each claim under the Automobile Liability policy will increase progressively in increments of \$5,000 up to a maximum of \$50,000 per claim and per policy year.</p>
3.	<p>The Contractor is responsible to pay the first \$15,000 for each occurrence during the OCWIP insurance policy year for Contractor’s Pollution Legal Liability claims attributable to Contractor’s Work, or its subcontractor’s Work, acts or omissions, or the acts or omissions of any party for whom they may be responsible.</p>
4.	<p>The Contractor is responsible to pay the first \$5,000 for Builders’ Risk claims attributable to Contractor’s Work, or its subcontractor’s Work, acts or omissions, or the acts or omissions of any party for whom they may be responsible.</p> <p>The Contractor’s deductible for each claim covered under the Builders’ Risk policy will increase progressively in increments of \$5,000 up to a maximum of \$50,000 per claim and per policy year.</p> <p>In the event of a tunnel collapse the deductible is the first \$100,000 for each claim, regardless of number of claims submitted.</p>

#	SAFETY OBLIGATIONS / DEDUCTIBLES
	<p>The Contractor’s deductible for loss caused by or resulting from flood is the first \$25,000 regardless of the number of flood events, claims attributable to Contractor’s Work, or its subcontractor’s Work, acts or omissions, or the acts or omissions of any party for whom they may be responsible.</p> <p>Note – The cost of damaged or stolen non-covered property will not be included in the deductible calculation.</p>
5.	<p>The Contractor will be assessed the first \$5,000 for any damages/injuries caused by the Contractor or its subcontractors to the Airports Authority’s property. The Contractor’s deductible for each claim to the Airports Authority’s property will increase progressively in increments of \$5,000 up to a maximum of \$50,000 per claim and per policy year.</p>

These “Safety Obligations/Deductibles” are not covered by the OCWIP insurance policies and are to remain uninsured by the Contractor and its subcontractors of all tiers.

NOTE:

The Airports Authority will not reimburse the Contractor for profit, tax, interest, overhead, insurance or bonds attributable to the repair or replacement work.

OCWIP Directory

Wells Fargo Insurance Services, Inc. 1401 H Street, Suite 750 Washington, DC 20005	Metropolitan Washington Airports Authority P.O. Box 16992 Washington, DC 20041-6992
330 Madison Avenue, 7th Floor New York, NY 10017	
OCWIP Consultant Jim Filkins	(703) 572-6791 (telephone) (703) 572-6793 (fax) (703) 795-8790 (cell) (703) 898-9059 (cell #2) jim.filkins@mwa.com (E-Mail)
OCWIP Administrator Kelly Norris	(703) 572-6792 (telephone) (703) 572-6793 (fax) (703) 598-7737 (cell) kelly.norris@mwa.com (E-Mail)
WFIS OCWIP Client Executive Christopher Spiridis	(917) 368-6804 (telephone) (212) 973-9809 (fax) (347) 501-1047 (cell) christopher.spiridis@wellsfargo.com (E-Mail)
WFIS OCWIP Account Manager Alison Robine	(202) 772-4199 (telephone) (202) 783-5406 (fax) alison.robine@wellsfargo.com (E-Mail)
WFIS Program Administrator Alaina Van Gelder	(202) 772-4244 (telephone) (202) 783-5406 (fax) alaina.vangelder@wellsfargo.com (E-Mail)
Senior Claims Consultant Karen Treciak	(410) 404.3127 (telephone) (410) 771.8159 (fax) karen@claimsmanagementsolutionsllc.com (E-Mail)
WFIS Claims Consultant Andy Tse	(202) 772-4227 (telephone) (202) 772-4240 (fax) andy.tse@wellsfargo.com (E-Mail)
Airports Authority Claims Manager Tara Dahbi	(703) 417-8654 (telephone) (703) 417-0882 (fax) (703) 209-5303 (cell) tara.dahbi@mwa.com (E-Mail)
Airports Authority Risk Manager Michael Natale	(703) 417-8652 (telephone) (703) 417-0882 (fax) (703) 407-7031 (cell) michael.natale@mwa.com (E-Mail)

OCWIP Definitions

TERM	DEFINITION
Airports	“Airports” refers to either Ronald Reagan Washington National Airport or Washington Dulles International Airport or collectively both.
Airports Authority Claims Manager	An employee of the Airports Authority responsible for processing all claim reports and coordination of all claim-related communication.
Airports Authority Consultant	An on-site representative of the Risk Management Department who advises and provides safety related recommendations to the Airports Authority and enrolled Contractors performing work at Reagan National and Dulles Airports. Advises Job Site personnel of safety training and compliance issues to control losses and assists in the processing of OCWIP claims.
Airports Authority Risk Manager	The Airports Authority employee responsible for the overall administration of claims, safety and insurance programs.
Contractor:	A Contractor is a party that holds a contract with the Airports Authority.
Eligible Parties:	Parties performing labor or services at the Job Site are eligible to enroll in the OCWIP unless an Excluded Party.
Enrolled Parties; Enrolled Contractors/ Enrolled subcontractors:	Those eligible Contractors and subcontractors that have submitted all necessary enrollment information and have been accepted into the OCWIP as evidenced by receipt of a confirmation letter and certificate of insurance.
Excluded Parties; Excluded Contractors/ Excluded subcontractors:	Certain work is excluded from the OCWIP. Subcontractors performing such work are responsible for procuring their own insurance and must submit certificates of insurance (see Section 4 – OCWIP Insurance Coverage). At the discretion of the Airports Authority or subject to Commonwealth of Virginia regulations, the following parties will be excluded:

TERM	DEFINITION	
Excluded Parties (continued):	<p>(1) Professional services of architects, engineers, surveyors, and consultants.</p> <p>(2) No coverage will be provided for any work performed by any Contractor engaged in the abatement of asbestos, asbestos products, asbestos-containing materials or products, including manufacturing, mining, use, sale, installation/removal or distribution activities.</p> <p>(3) Work performed off airport property or at another location not specifically included in the definition of the Job Site.</p> <p>(4) Contractors performing work for tenants, or if enrolled, no coverage is provided for the Contractor when performing work for a tenant.</p> <p>(5) The Airports Authority may include or exclude any parties or entities not specifically identified in this manual at its sole discretion, even if otherwise eligible.</p>	
Insurance Administrator:	Wells Fargo Insurance Services USA, Inc. 1401 H St, NW Suite 750 Washington, DC 20001	Wells Fargo Insurance Services of NY, Inc. 330 Madison Avenue, 7th Floor New York, NY 10017
Job Site:	Generally, the sites of contract work on the Airports Authority's property at Washington Dulles International Airport, Ronald Reagan Washington National Airport or selected contracts for the Airports Authority's Toll Road. For a more precise definition of the Job Site refer to the contract.	
OCWIP	"Owner Controlled Wrap-Up Insurance Program" - A coordinated insurance program providing certain coverages, as defined herein, for the Airports Authority, Eligible and Enrolled Construction Manager, Contractors, and subcontractors performing Work at the Job Site.	
OCWIP Administrator:	Consultant for the Airports Authority retained to administer the OCWIP.	
Program Management Consultant:	Parsons Management Consultants (PMC)	
Subcontractor:	A subcontractor is a party that holds a contract with a Contractor.	
Sub-subcontractor:	A sub-subcontractor is a party that holds a contract with a subcontractor of any tier.	

OCWIP Insurance Coverage

This chapter provides a brief description of OCWIP Coverages. Contractor should refer to the actual policies for details concerning coverage, exclusions and limitations.

Excluded Parties

Excluded Parties must meet the insurance requirements established in Section 5 and provide evidence of coverage to the Airports Authority's OCWIP Administrator or the Insurance Administrator.

Evidence of Coverage

Each Enrolled Party will be issued an individual workers' compensation policy. The OCWIP Administrator will provide a Certificate of Insurance evidencing workers' compensation, general liability, and excess liability insurance to each Enrolled Party. Other documentation including forms, posting notices, etc., will be furnished to each Enrolled Party. Copies of policies will be furnished upon written request to the Airports Authority Risk Manager.

Summary Description of OCWIP Coverages

Note:

The following descriptions on these pages provide a summary of insurance coverages ONLY. Contractors and subcontractors should refer to the policies for actual terms, conditions, exclusions and limitations.

The Airports Authority will purchase the following coverages for the benefit of all Enrolled Parties performing Work at the Job Site.

A separate workers' compensation policy will be issued to each Enrolled Party.

Workers' Compensation and Employer's Liability

Coverage: Workers compensation insurance covers all enrolled Contractors' employees while performing work at the Job Site. Statutory benefits are provided according to the schedule of benefits payable to an employee for Injury, Disability, Dismemberment, or Death resulting from an occupational hazard as set forth in VA Code §65.2-302.

Part One -

Workers' Compensation: Statutory Limit

Part Two -

Employer's Liability:	<u>Annual Limits per Enrolled Party</u>
Bodily Injury by Accident, each accident	\$ 2,000,000
Bodily Injury by Disease, each employee	\$ 2,000,000
Bodily Injury by Disease, policy limit	\$ 2,000,000

Not Covered: The OCWIP does not provide workers' compensation insurance for asbestos or lead abatement workers; or for injuries occurring away from the Job Site; or with respect to employees of Contractors that are solely engaged in the delivery or removal of material or equipment; or truckers.

A single general liability policy will be issued for all Enrolled Parties.

Primary Commercial General Liability & Automobile Liability Coverages

Third Party Personal Injury, Bodily Injury and Property Damage Liability which includes Automobile Liability. This Insurance applies to the operations of all enrolled Contractors at the job site.

Contractor shall pay to the Airports Authority the first \$5,000 of each occurrence, including court costs, attorney's fees and costs of defense for bodily injury or property damage to the extent losses payable under the OCWIP General Liability Coverage.

	<u>Limits of Liability Shared by All Enrolled Parties</u>
Each Occurrence Limit	\$ 2,000,000
General Aggregate (applies per project)	\$ 4,000,000
Products/Completed Operations Aggregate	\$ 4,000,000
Personal/Advertising Injury Aggregate	\$ 4,000,000
Hired & Non-Owned Auto Liability	\$ 1,000,000

- Five (5) year or Commonwealth of Virginia statute of repose, which ever is greater for Completed Operations Extension beyond final acceptance of the entire project with a single non-reinstated aggregate limit.
- This insurance will **NOT** provide coverage for products liability to any enrolled party, vendor, supplier, off-site fabricator, material dealer or other party for any product manufactured, assembled or otherwise worked upon away from the Job Site.

The Contractor will be assessed any deductibles that are caused by their subcontractors.

The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

Contractor shall pay to the Airports Authority the first \$5,000 of each occurrence, including court costs, attorney's fees and costs of defense for bodily injury or property damage to the extent losses payable under the OCWIP Automobile Liability Coverage.

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

The OCWIP **does not** provide coverage for Contractors' and subcontractors' personal property.

- **The Hired & Non-Owned Auto Liability** applies to the OCWIP activities only for enrolled contractors while in the course of project work at the Washington Dulles International Airport and Ronald Reagan Washington National Airport Job Site(s). Automobile Liability policy does not cover Uninsured/Underinsured Motorist Liability or Personal Injury Protection/No Fault coverage. This coverage does not include Automobile Liability while the Contractor is traveling to or from the Job Site.
- **The policy contains exclusions.** Some of these exclusions are: Real & Personal Property in the care, custody or control of the insured; Asbestos; Discrimination & Wrongful Termination; ERISA; Architects & Engineers Errors & Omissions; Owned & Non-owned Aircraft, Watercraft, and Automobile Liability away from the job site; Nuclear Broad Form Liability.
- **Not Covered:** This policy does not apply to professional services of architects, engineers or surveyors, asbestos, pollution (with the exception of Hostile Fire) and vendors. General Liability will not include coverage for liability for any insured party, subcontractor, vendor, supplier, material dealer or others for any product(s) manufactured, assembled or otherwise worked upon away from the Job Site.

Excess Liability

	Limits of Liability
	<u>Shared by All Enrolled Parties</u>
Each Occurrence Limit	\$400,000,000
Annual General Aggregate Limit	\$400,000,000

- Policy follows form (provisions, coverages, exclusions, etc.) of underlying Commercial General Liability and Employer's Liability policy wording.

Builders' Risk Coverage

Builder's Risk coverage pays for direct losses to buildings or other property during construction (repair or replacement of property) and limited indirect losses arising out of a covered loss. The policy applies to:

- (1) All work at the Job Site including labor and materials to be incorporated into the work.
- (2) Materials adequately protected and stored at the Job Site that will be incorporated into the work.

The Contractor will be assessed any deductibles that are levied as a result of the actions of its subcontractors.

The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

A blanket policy limit provides "All Risks" of direct physical loss or damage, including terrorism coverage, subject to policy exclusions, on each occurrence. The policy limits and sub-limits are as listed below. Limits of Liability are shared by All Enrolled Parties: This coverage provides, but is not limited to:

- (1) \$1,000,000,000 total limit of coverage, subject to sublimits of:
 1. \$250,000,000 annual aggregate for earthquake and a \$250,000,000 annual aggregate for flood.
 2. \$100,000,000 errors and omissions
 3. Blanket limit or 25% of the loss, whichever is greater, sub-limit for debris removal.
 4. Ingress/Egress/but not to exceed \$25,000,000 for 30 days
 5. \$10,000,000 limit for property while in transit within the continental United States.

Not Covered: This policy does not cover Contractor's interests for:

- (1) Owned or leased tools, machinery, or equipment or trailers and other property not intended to become a permanent part of the completed building(s) or structure(s). Damage or theft is also not covered.
- (2) Loss of market or loss of use.
- (3) Indirect losses (business interruption, extra expense and any other time element losses per the terms and conditions of the policy).
- (4) Faulty workmanship, material, construction or design from any cause, although coverage would apply for resulting physical damage not otherwise excluded.
- (5) Loss or damage or deterioration arising from any delay.

Not Covered: Material or equipment upgrades, unrelated equipment, or system changes will not be covered without prior approval from the OCWIP Claims Manager or the designated insurance company representative.

If an enrolled Contractor claims compensation for work performed to repair or mitigate damage caused by the enrolled Contractor, such work will only be reimbursed at cost.

NOTE:

The costs of bonds, insurance, first party tax, overhead, and profits are examples of non-reimbursable items under the insurance terms and conditions.

The Contractor will be assessed any deductibles that are levied as a result of the actions of its subcontractors.

The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

Builders' Risk Deductibles: The enrolled Contractor is responsible to pay the first \$5,000 for the first occurrence during the OCWIP insurance policy year. The Contractor's deductible for each occurrence covered under the builder's risk policy will increase progressively in increments of \$5,000 up to a maximum of \$50,000 per occurrence, per policy year. In the event of a tunnel collapse the Contractor's deductible is the first \$100,000. The Contractor's deductible for loss caused by or resulting from **flood** is the first \$25,000 regardless of the number of flood events, claims attributable to Contractor's Work, or its subcontractor's Work, acts or omissions, or the acts or omissions of any party for whom they may be responsible.

The cost of damaged or stolen, non-covered property will not be included in the deductible calculation.

Note:

Contractors and subcontractors are advised to arrange their own insurance for Contractor or subcontractor rented, owned, leased or borrowed equipment and materials not intended for inclusion in the project. The OCWIP will not cover Contractor or subcontractor property.

Contractor shall pay to the Airports Authority the first \$15,000 of each occurrence.

Contractor's Pollution Legal Liability (Including Asbestos Abatement)

This policy applies to all enrolled Contractors working at the Job Site. The Airports Authority notifies the carrier by providing the insurance company with a list and description of each construction project along with the total project budget.

	Limits of Liability
	<u>Shared by All Enrolled Parties</u>
Each Occurrence Limit	\$10,000,000
Annual General Aggregate Limit	\$10,000,000

Coverage: This policy provides coverage for on-site cleanups, as well as off-site cleanups related to on-site remediation in the event the enrolled Contractor is negligent and exacerbates the existing pollution condition. This policy also provides coverage for third-party claims alleging bodily injury, property damage, or cleanup costs arising from the construction activities associated with the designated projects.

Completed operations coverage will apply following completion of covered operation on a project subject to the Airports Authority maintaining coverage through consecutive renewal years.

The Contractor will be assessed any deductibles that are levied as a result of the actions of its subcontractors.

The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

Pollution Legal Liability Deductible: The Contractor is responsible to pay the first \$15,000 for each occurrence during the OCWIP insurance policy year.

- **Not Covered:** The policy does not cover liabilities arising from: a) any preexisting contamination or events that occurred prior to commencement of covered operations; or (b) arising out of the ownership, maintenance, use, operation, of any automobile, aircraft, watercraft, or rolling stock. This exclusion does not include liabilities associated with loading or unloading of automobile, aircraft, watercraft or rolling stock on site.

Contractor Required Coverage

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

Contractors and subcontractors are required to maintain insurance coverage for the duration of the Contract that protects the Airports Authority from liabilities. These liabilities may arise from the Contractor's and subcontractor's operations performed away from the Job Site, from coverages not provided by the OCWIP, or from operations performed by Excluded Parties. The OCWIP places Contractors and subcontractors into one of two main categories: Enrolled Contractors or Excluded Contractors.

See Section 8 for samples of Certificates of Insurance.

Important Note: Only Contractors are required to submit evidence of coverage to the OCWIP Administrator.

- **Enrolled Contractors** are to provide evidence of Workers' Compensation and General Liability, Excess/Umbrella Liability insurance for *off-site activities* and Automobile Liability insurance as per the insurance specifications in the Contract.
- **Excluded Contractors** must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability and Automobile Liability insurance for all activities including **both** *on-site* and *off-site* activities as per the insurance specifications in the Contract.
- **Subcontractors** are obligated to maintain coverage as required by contract, but are **not** required to submit evidence of coverage to the OCWIP Administrator. Contractors are responsible for monitoring their Enrolled subcontractors and Excluded subcontractor's certificates of insurance. Copies of all its subcontractors' certificates of insurance should be maintained by the Contractor, and upon request, be supplied to the Airports Authority or its authorized representatives. Copies of Contractor or subcontractor insurance policies required by contract should be supplied to the Airports Authority or its authorized representatives upon request.

Verification of Required Coverages

Contractors shall provide verification of insurance to the OCWIP Administrator prior to mobilization and within three (3) days of any renewal, change or replacement of coverage. A sample of an acceptable certificate of insurance is provided in Section 8 (Forms). Please note that Contractors required insurance coverages must include waivers of subrogation and additional insured statuses as noted here and in the contract. Note the contractual requirement that the Contractor must provide the Airports Authority advance written notice of at least 30 days in case of cancellation, material change in policy terms or coverage non-renewal.

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

If a Contractor is terminated under the OCWIP after Substantial Completion, but remains on-site for non-OCWIP site work, the Contractor will be considered "Excluded" and must provide the tiered coverage enumerated herein for Excluded Contractors. Any exceptions will be at the sole discretion of the Risk Management Department.

Contractor Maintained Coverages

Workers' Compensation and Employer's Liability (Enrolled & Excluded)

Part One – Statutory Limit for the Commonwealth of Virginia

Part Two –

Annual Limits	<u>Employer's Liability 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 (Enrolled & Excluded)

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

- Coverage must be on an Occurrence form and applies to bodily injury and property damage for operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations.

Required Waivers and Additional Insured Wording

Contractor's Workers' Compensation, General Liability, Automobile Liability, Umbrella /Excess Liability and Property insurers shall provide Waivers of Subrogation in favor of the Airports Authority and other designated Parties.

Contractor's Automobile Liability, General Liability and Excess/Umbrella Liability Policies will name the Airports Authority, its officials, employees and agents and any wholly owned subsidiaries or parent organizations and Parsons Management Consultants as additional insureds and will state that coverage is afforded on a primary and non-contributory basis.

See Section 8 (Forms) for a sample certificate of insurance.

Umbrella Liability (ENROLLED)

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

- Coverage must be on an Occurrence form and applies to bodily injury and property damage for operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations.

Once the total contract value falls into a higher tier due to change orders, the higher tier requirements will automatically apply to the Contractor.

Umbrella Liability (EXCLUDED)

TIER 1 – For contracts with total values up to \$100,000 – including all change orders, the following limits will be supplied:

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

TIER 2 – For contracts with total values from \$100,001 to \$1,000,000 – including all change orders, the following limits will be supplied:

	<u>Limits of Liability</u>
Each Occurrence Limit	\$ 5,000,000
General Aggregate	\$ 5,000,000
Products/Completed Operations Aggregate	\$ 5,000,000

TIER 3 – For contracts with total values in excess of \$1,000,000 – including all change orders, the following limits will be supplied:

	<u>Limits of Liability</u>
Each Occurrence Limit	\$ 10,000,000
General Aggregate	\$ 10,000,000
Products/Completed Operations Aggregate	\$ 10,000,000

Coverages for all tiers:

- Coverage must be on an Occurrence form and applies to bodily injury and property damage for operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations.
- Changes to the tier requirements can only be modified with written request to the Airports Authority Risk Manager, and acknowledged/approved in writing by the Airports Authority Risk Manager to the Contractor.

Automobile Liability (Enrolled & Excluded)

	<u>Limits of Liability</u>
Combined Single Limit	\$ 1,000,000
Bodily Injury and Property Damage	

- Commercial Business Auto Policy covering all owned, hired and non-owned automobiles, trucks and trailers.
- Coverage will apply both at and away from the Job Site.

The OCWIP **does not** provide coverage for Contractors' and subcontractors' personal property.

Property Insurance (Enrolled & Excluded)

Contractors and subcontractors must provide their own insurance for owned, leased, rented and borrowed equipment, whether such equipment is located at a Job Site or "in transit." Contractors and subcontractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract until installed at the Job Site, Contractor tools and equipment, scaffolding and temporary structures.

Watercraft and Aircraft Liability (Enrolled & Excluded)

The operator of any watercraft or aircraft of any kind used in the Work must maintain liability insurance naming the Airports Authority and the respective Contractor and/or subcontractor as an additional insured with primary and non-contributory wording. In addition, the limit of liability must be satisfactory to the Airports Authority. Such insurance requirements will be determined as the need arises.

Pollution Liability (Enrolled & Excluded)

Contractors and subcontractors with Work involved in the removal or treatment of hazardous materials will provide and maintain Contractors' Pollution Liability insurance. Such coverage will specifically schedule the type of work defined in the Contract.

Limits of liability for Contractor's Pollution Liability Insurance for Parties involved in abatement work:

	<u>Limits of Liability</u>
Combined Single Limit per Occurrence	\$2,000,000
General Annual Aggregate	\$2,000,000

If transporting hazardous waste/materials to/from the Job Site, appropriate MCS-90 Endorsement must be attached and supplied by Contractor on a primary basis with a \$5,000,000 limit of liability.

Professional Liability (Enrolled & Excluded)

If required by the contract, for architects, engineers, surveyors, planners, consultants and other related professionals. The policy must provide \$1,000,000 limit per claim and \$3,000,000 annual aggregate.

Failure of any Enrolled Contractor or any Excluded Contractor to file the required certificates of insurance will not relieve such party of its responsibility to carry and maintain such insurance.

Insurance Certificates (For enrolled Contractors and those excluded from the OCWIP)

All Contractors shall provide a valid and properly executed certificate of insurance citing the coverage required for Enrolled Contractors and Excluded Contractors to the OCWIP Administrator before performing any work. Applicable policies must be written through an insurance company possessing a rating not less than **A-VII** or higher established by the A.M. Best Company. Note the contractual requirement that the Contractor must provide the Airports Authority advance written notice of at least 30 days in case of cancellation, material change in policy terms or coverage non-renewal.

Note:

Contractor’s Automobile Liability, General Liability and Excess/Umbrella Liability Policies must name the Airports Authority, its officials, employees and agents and any wholly owned subsidiaries or parent organizations and Parsons Management Consultants as additional insureds and must state that coverage is afforded on a primary and non-contributory basis.

The Contracting Officer and the Contracting Officer’s Technical Representative have the right to stop work or prevent any non-enrolled Contractor or subcontractor of any tier from entering the Job Site until the Contractor’s certificate has been filed. Denial of site access for this reason will not be accepted as the basis for a delay claim.

Waivers of Subrogation

All Contractors and subcontractors of any tier agree to waive all rights of subrogation against each other and the Airports Authority, its officers, agents, employees and any of its insurers regarding any insured loss, whether the insurance is provided by the OCWIP or purchased by the Contractor for the project.

Contractors and subcontractors of any tier must agree that this waiver applies to its insurers, including any insurance policies covering physical loss or damage to owned, non-owned, or leased machinery, watercraft, vehicles, tools, or equipment.

The Airports Authority shall waive all rights of subrogation against the Contractors and subcontractors of any tier as respects any insured loss covered under the OCWIP.

Contractor Responsibilities

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

The Contractor and its subcontractors of all tiers are required to cooperate with the Airports Authority and its OCWIP Administrator and the Insurance Administrator in all aspects of OCWIP operation and administration. The responsibilities include, but are not limited to:

- Complying with the provisions of the OCWIP Manual and cooperating in the administration and operation of the OCWIP
- Identifying and removing from your bid the cost of OCWIP-provided insurance
- Providing each subcontractor with a copy of the OCWIP Insurance Manual and the Airports Authority Construction Safety Manual
- Enrolling in the OCWIP and assuring all subcontractors promptly enroll in the OCWIP prior to the start of any work
- Including OCWIP provisions in all subcontracts as appropriate
- Providing timely evidence of insurance to the OCWIP Administrator
- Notifying the OCWIP Administrator of all subcontracts awarded
- Maintaining and reporting monthly payroll records
- Cooperating with the OCWIP Administrator and Insurance Administrator's requests for information
- Complying with insurance, claim and safety procedures
- Prompting payment of General Liability Deductibles as required by the Contract
- Reporting claims promptly and cooperating with all follow-up requests

- Notifying the OCWIP Administrator immediately of any insurance cancellation or non-renewal of Contractor-required insurance
- Posting the “Workers’ Compensation Law Compliance Notification” and an “In Case of Work Related Accident” notice in the work area or construction trailer
- Complying with the Airports Authority’s Construction Safety Manual and all other contractual safety and loss control requirements

Contractor Bids – Excluded Insurance Costs

The Airports Authority provides insurance for all Eligible and Enrolled Parties under the OCWIP for Work performed at the Job Site.

Each Contractor and subcontractor of any tier is required to **exclude** the cost of OCWIP-provided insurance in its bid price for the proposed scope of work.

Change orders will be similarly priced for Enrolled Parties to exclude the cost of OCWIP-provided insurance coverages. Contractors are solely responsible for ensuring that their subcontractors of all tiers also deduct the cost of OCWIP-provided insurance coverages from their bids and any requests for payment.

Enrollment

See Section 8 for sample OCWIP forms.

All Contractors and their subcontractors of all tiers working on designated projects must enroll in the OCWIP **before** entering the Job Site. Contractors must also enroll **separately** for any additional contracts they are awarded.

Contractors must enroll separately for each contract awarded.

Each Contractor shall provide details about its subcontractors as necessary for OCWIP enrollment. The Airports Authority will need all of the information requested on the **Enrollment Application** form (Form-3) in Section 8. This form must be completed and submitted to the OCWIP Administrator prior to mobilization to obtain coverage under the OCWIP.

A separate **Enrollment Application** form (Form-3) is required for each eligible Contractor and/or subcontractor of any tier that performs Work at the Job Site. A separate Workers’ Compensation policy will be issued to each Enrolled Party.

The OCWIP Administrator will issue to each Enrolled Party a Confirmation Letter and OCWIP Certificate of Insurance acknowledging acceptance of the applicant into the Airports Authority’s OCWIP.

Note: Enrollment is not automatic

Enrollment into the OCWIP is required, but not automatic. Eligible Contractors and subcontractors MUST complete the enrollment forms and participate in the enrollment process for OCWIP coverage to apply separately to each contract. Access to the Job Site will not be permitted until enrollment is complete.

Safety Guidelines

Each Contractor is required to establish a written safety program and to provide a designated safety representative who is on site when **ANY work is in progress**. Minimum standards for Contractor programs are outlined in the Airports Authority's Construction Safety Manual.

OCWIP Safety Orientation Class

Enrolled Contractors are required to send all full-time and part-time safety personnel, along with any other on-site employees responsible for safety, to an OCWIP SAFETY ORIENTATION CLASS within thirty days of Notice to Proceed. Classes will be offered at both airports monthly.

The OCWIP Consultant will maintain a list of attendees. The Contracting Officer and Contracting Officer's Technical Representative for each project will be notified whenever any of the safety personnel assigned by an enrolled Contractor have not attended the class within the specified time. Failure to attend the training can lead to removal from the Job Site.

It is the responsibility of the Contractor's safety personnel attending the OCWIP Safety Orientation class to train ALL Contractor and subcontractor employees working on the Airports Authority's projects.

Assignment of Return Premiums

The Airports Authority pays the cost of the OCWIP insurance coverage. The Airports Authority will be the sole recipient of any return OCWIP premiums or dividends. All Enrolled Parties will assign, to the Airports Authority, all adjustments, refunds, premium discounts, dividends, costs or any other monies due from the OCWIP insurer(s). Contractors will assure that each enrolled subcontractor has executed such an assignment. The **Enrollment Application** form (Form-3) supplied in Section 8 will be used for this purpose.

Payroll Reports

See Section 8 for the On-site Payroll Report form.

By the 10th of each month, every Enrolled Party of every tier must submit to the Insurance Administrator an **On-Site Payroll Report** (Form-4) identifying man-hours and payroll for all work performed at the Job Site. This report shall classify the labor expended at each Job Site according to the standard workers' compensation insurance classification.

NOTE:

The Monthly Payroll Report must include the “straight-time” payroll and the “straight-time” portion of any “overtime” payroll for all OCWIP qualified employees, including on-site supervisors and on-site clerical personnel.

A monthly payroll report must be submitted for each month, including “zero (0) payroll” if no on-site work was performed in the month, until completion of the work under each contract. For those Contractors and subcontractors performing Work under multiple contracts, a **separate On-Site Payroll Report** (Form-4) is required for **each** contract.

Note:

Failure to submit the payroll reports as required may result in the withholding of any payments (progress or final) until all required documentation is received.

Insurance Company Payroll Audit

Each Enrolled Party is required to maintain payroll records for each Contract. Such records will allocate the payroll by workers' compensation classification(s) and exclude the excess or premium paid for overtime (i.e., only the straight time rate will apply to overtime hours worked). Furthermore, such records will limit the payroll for executive officers and partners/sole proprietors to the limitations as stated in the NCCI manual rules.

It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future experience modifiers for your firm's corporate workers' compensation policy. All Enrolled Parties shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the OCWIP insurance carrier(s) or the Airports Authority'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.

Change Order Procedures

Change orders will be priced, by the Contractor and its subcontractors, to **exclude** their cost of OCWIP-provided insurances.

Modifications to the OCWIP

The Airports Authority reserves the right to modify the OCWIP policies at any time. If applicable, any such modifications will be reflected in the renewal certificates of insurance provided to Enrolled Parties.

Termination

The Airports Authority reserves the right to terminate the OCWIP. If the Airports Authority chooses to terminate coverage, the Airports Authority must give all enrolled Contractors written notice by certified mail 45 calendar days in advance. The enrolled Contractors must obtain replacement insurance coverage at least at the minimum levels set forth in Section 5 (Contractor Required Coverage). The Airports Authority will reimburse reasonable replacement cost. Written evidence (i.e. certificates of insurance) identifying the replacement insurance must be provided to the Airports Authority in the same manner as specified in the contract or this manual for “Excluded parties.”

If a Contractor is terminated under the OCWIP after Substantial Completion, but remains on-site for non-OCWIP site work, the Contractor will be considered “Excluded” and must provide the tiered coverage enumerated herein for Excluded Contractors. Any exceptions will be at the sole discretion of the Risk Management Department.

Close-Out and Audit Procedures

When a Contractor and/or an associated subcontractor has completed its Work at the Job Site and no longer has on-site workers, it must submit the **Notice of Work Completion** form (Form-5). The Form-5 form will initiate the final audit of payroll and man-hours by the OCWIP Insurer. A copy of the **Notice of Work Completion** form, (Form-5) with instructions on the proper method for completion is found in Section 8.

The Airports Authority will not release final payment until all necessary forms have been submitted to the OCWIP Administrator and/or Insurance Administrator. The Contractor is responsible for any missing documentation of its subcontractors.

Certificate of Substantial Completion

Substantial completion, as described herein for the purposes of the OCWIP coverage only and does not change the definition of substantial completion within the Airports Authority's contract, shall be defined as the date when the work product (i.e. building, facility, pavement, etc.) completed under the contract is put to its intended use. Each Enrolled Contractor must submit a *Certificate of Substantial Completion* to the OCWIP Administrator with a copy to the Contracting Officer's Technical Representative (COTR) whenever the Enrolled Contractor or any of its Enrolled subcontractors concludes its site work. Projects will not be considered substantially complete until a Certificate of Substantial Completion is signed by the Contracting Officer (CO), COTR and Contractor's representative.

Punch list work performed after substantial completion, as well as warranty work, *may* continue to be covered under the OCWIP, at the sole discretion of the Risk Management Department. If the OCWIP continues, the level of safety oversight required of the Contractor after substantial completion, and the final OCWIP termination date, will be at the sole discretion of the Risk Management Department. Any additional safety oversight required of the Contractor will be at the sole cost and expense of the Contractor.

Contract Termination/Cessation of OCWIP Coverages

In the event a contract is terminated for any reason by the Airports Authority, coverage under the OCWIP ceases at the date and time the contract is terminated unless otherwise agreed to by the Airports Authority's Risk Manager or his authorized representative in writing.

OCWIP Claim Procedures

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

General Procedures

It is the responsibility of the Contractor and subcontractors to report **all** incidents, injuries, occupational-related illnesses or property damage to the OCWIP Consultant within 24 hours. All Contractors and subcontractors of all tiers will instruct employees and other personnel to report, in writing within 24 hours **all** accidents and occurrences of any type to the OCWIP Consultant.

Note:

Any notification of claims or incidents to any parties other than the OCWIP Consultant does not constitute proper notification.

Investigation Assistance

All Contractors and subcontractors will assist in the investigation, analysis and defense of any accident, occurrence or insured loss. All Contractors and subcontractors will cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit. Any questions concerning a loss should be directed to the OCWIP Consultant. Any inquires or correspondence received regarding an incident occurrence or insurance loss shall be forwarded to the OCWIP Consultant.

The Risk Management Department will negotiate OCWIP claims. Unless and until the OCWIP Claims Manager determines that a loss is not

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Metropolitan
Washington Airports
Authority
P.O. Box 16992
Washington, DC
20014-6992

insured by the OCWIP, enrolled Contractors **WILL NOT** attempt to adjust or settle any claims.

If an enrolled Contractor or subcontractor is served with a summons, subpoena, notice of deposition, or suit papers related to an OCWIP claim or coverage provided under the OCWIP, the Contractor should:

1. **IMMEDIATELY NOTIFY** your Project Manager, and the OCWIP Consultant of the document. Failure to do so may result in denial of a covered claim.
2. **SEND** a copy of the document as soon as possible, but no later than two working days, to the OCWIP Consultant by fax or regular mail.
3. Be sure to note (and send with the document):
 - a. the date the document was served (received);
 - b. how the document was served (hand delivery, mail, fax, etc.); and
 - c. the person on whom the document was served.

Workers' Compensation Claims

All Claims **MUST** be reported immediately to the OCWIP Consultant.

The main responsibility for any Contractor and/or subcontractor is first to see that the injured worker receives immediate medical care. Next, you should immediately notify the OCWIP Consultant of the incident.

The Contractors' and subcontractors' on-site personnel will follow these procedures if any employee is involved in any accidents or occurrences on the Job Site:

1. Insure the injured worker receives immediate medical attention.
2. Contact designated first aid/medical personnel and transport the injured party to the on-site first aid or medical facility, as necessary.
3. Report all injuries or occupational-related illnesses immediately to the injured worker's employer, project supervisor and OCWIP Consultant.
4. Immediately the employer must complete a Commonwealth of Virginia First Report of Injury form and return to the OCWIP Consultant. The OCWIP Consultant will fax/mail the completed form to the insurance carrier within 24 hours of receipt.

Modified Alternate Duty Program

Purpose:

The Airports Authority is committed to providing a safe work place for both the Contractors' and subcontractor's employees; facilitating prompt quality medical care in the event of a work related injury; and

pursuing modified alternate duty to minimize the risks and financial burdens to its workforce.

The Airports Authority has a “Modified Alternate Duty Program” (aka “modified duty”) program, which will be implemented by each Contractor and subcontractor. Each Contractor and subcontractor will provide a modified duty program for an employee who has sustained a work related injury or illness and is medically unable to perform all or any part of his / her normal duties during all or any part of the normal workday or shift.

Note:

Modified duty positions do not have to be at the Airports Authority's project. The injured workers' employer can provide this position at any alternative site.

The modified duty program must include, but not be limited to:

- Contractors and subcontractors need to communicate to the injured employee and his/her physician the Airports Authority's modified duty program and facilitate modified duty with physicians and the employee.
- The injured employee must provide the OCWIP Consultant, Project Managers, Supervisors and Foreman copies of all medical notes, to include a statement on work capacity.
- Modified duty assignments must comply with all medical limitations as outlined by a physician.
- OCWIP Consultant, Project Managers, Supervisors and Foreman all must be informed of the modified alternate duty assignment, anticipated length of alternate duty, and the restrictions.
- The injured employee is not to assume normal work activities unless there is medical documentation, presented to the OCWIP Consultant, releasing the employee to his/her normal duties

Responsibilities:

The following will define the reporting responsibilities of each party involved in the Airports Authority's OCWIP for the modified duty program.

Contractor and subcontractor – A successful modified duty program requires the cooperation and accountability of all your employees.

- After the injured worker is released to modified duty, a Contractor and/or subcontractor is expected to provide reasonable modified duty to an injured worker until the injured employee is returned to work in a full duty position.
- Ensure that your employees understand the Airports Authority's Modified Duty program and clarify any procedures that are unclear.
- Your employees are to report all injuries, even minor incidents, immediately within established reporting protocols.
- Your employees are to work closely with the OCWIP Consultant and OCWIP Claims Manager and your managers/supervisors and communicate all necessary information regarding their ability to return to work.
- Your employees are to provide the physician with the information, including the Modified Duty program necessary to help them determine how and when they can return to work.
- Your employees are to work within their medically stated limitations.
- Your employees are to help co-workers stay focused and provide a positive environment when they return to modified alternate duty.

Supervisor / Manager – Supervisors / Managers play a key role in the success of the return to work program. They must implement and manage the program.

- Understand and support the Airports Authority's OCWIP Modified Duty program's written policies / procedures.
- Complete and properly file the Accident Forms immediately after the incident.
- Facilitate treatment with the injured employee.
- Coordinate modified alternate duty with the injured employee within the injured employee's work abilities as per the medical documentation.
- Monitor the injured employee's progress on modified alternate duty and provide weekly updates to the OCWIP Consultant.

Insurance Carrier Team – Are responsible for the claim management.

- Coordinate medical care and return to work issues.
- Contact and communicate with the treating physician following each office visit.
- Manage issues related to claim file resolution.
- Analyze losses and recommend corrective action.

SAMPLE – Offer of Temporary Position Letter

Note:

This is to be used for an out-of-work employee who has now been released for work, with restrictions, and a modified duty position is available.

Dear Employee:

(Employer Name) is extending an offer of temporary transitional employment.

We are aware that you are medically cleared for work with restrictions. The task requirements of the offered position are within the scope of your current physical limitations.

You are being offered a position as a _____. This temporary transitional employment is subject to the limitations described on the attached medical report from _____. The wages you will be paid are \$_____ per hour. The work hours are ___ AM to ___ PM.

You are expected to return to work in the transitional position as described above on _____ (date). Please report directly to _____ at the _____ job site located at _____.

Any questions regarding this temporary position offer should be directed to _____ immediately.

YOUR FAILURE TO REPORT TO WORK AS OUTLINED ABOVE MAY RESULT IN THE TERMINATION OF YOUR WORKERS' COMPENSATION BENEFITS.

Report all liability claims to the OCWIP Consultant.

Liability Claims

Contractors and subcontractors must immediately report all accidents at the Job Site involving death, injury, or damage to property of non-employee personnel (the public, tenants, and visitors) to the OCWIP Consultant.

Contractor shall pay to the Airports Authority the first \$5,000 of each occurrence. The Contractor will be assessed any deductibles that are levied as a result of the actions of its subcontractors.

The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

Contractor shall pay to the Airports Authority the each occurrence deductible for any claim as noted. The Contractor will be assessed any deductibles that are levied as a result of the actions of its subcontractors.

The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

Note:

Any notification of claims or incidents to any parties other than the OCWIP Consultant does not constitute proper notification.

As soon as the on-site personnel become aware of the accident or occurrence, they must:

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.
2. Complete and submit a general liability loss notice to the OCWIP Consultant within 24 hours of the incident.
3. Immediately send all subsequent inquires or correspondence about an insured loss or claim, including a summons or other legal documents, to the OCWIP Consultant. If served with a summons or other legal document relating to a covered claim under the OCWIP, notify the OCWIP Consultant immediately.

Do *not* voluntarily admit liability. Cooperate with the Airports Authority or the OCWIP insurer representatives in the accident investigation.

The Contractor will be assessed the first \$5,000 deductible per occurrence for any damages/injuries caused by the Contractor or its subcontractors to third parties. The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

Automobile Claims

All accidents occurring in or around the Job Site must be reported to the OCWIP Consultant. Accident investigations will occur and focus on liability arising out of the project construction activities that could result in future claims (i.e. due to the conditions of the roads, etc.) Each Contractor and subcontractor shall cooperate in the investigation of all automobile accidents.

The Contractor will be assessed the first \$5,000 deductible per occurrence for any damages/injuries caused by the Contractor or its subcontractors to third Parties. The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

Pollution Claims

Report claims by immediately notifying the OCWIP Consultant of any known or suspected pollution incidents.

The Contractor will be assessed the first \$15,000 deductible per occurrence for each pollution incident caused by the Contractor or its subcontractor. The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

Builders' Risk Claims

The Contractor will complete the General Liability/Property Loss Report (MWAA Form J) and submit it within 24 hours of the accident to the OCWIP Consultant.

The Contractor will submit a complete inventory of the property damage with a detailed cost estimate to the OCWIP Consultant within 30 days from the date of the accident, unless an extension is granted in writing. Failure to promptly provide this documentation will jeopardize payment of the claim. The Contractor is responsible to provide status updates every 60 days until the claim is closed and final payment has been made.

The Contractor will be assessed increasing deductibles for any incidents that are caused by the Contractor or their subcontractors.

The Contractor is responsible to pay the first \$5,000 for the first occurrence during the OCWIP insurance policy year for **Builders' Risk** claims attributable to Contractor's Work, or its subcontractor's Work, acts or omissions, or the acts or omissions of any party for whom they may be responsible. The Contractor's deductible for each claim covered under the **Builders' Risk** policy will increase progressively in increments of \$5,000 up to a maximum of \$50,000 per claim, per policy year.

The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

In the event of a **tunnel collapse** the Contractor is responsible to pay the first \$100,000 for each claim, regardless of number of claims submitted.

The Contractor's deductible for loss caused by or resulting from **flood** is the first \$25,000 per occurrence, regardless of the number of flood events.

Note:

The cost of damaged or stolen non-covered property will not be included in the deductible calculation.

Damage to the Airports Authority's Property

Contractor shall pay to the Airports Authority the first \$5,000 of each incident. The Contractor will be assessed any deductibles that are levied as a result of their subcontractors.

The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

The Contractor will complete the General Liability/Property Loss Report (MWAA Form J) and submit it within 24 hours of the accident to the OCWIP Consultant.

When an accident results in damage to the Airports Authority's property, take emergency measures to prevent additional or consequential damage. (See the *Construction Safety Manual*).

Obtain authorization from the OCWIP Consultant before initiating any other repairs or replacement.

The Contractor will submit a complete inventory of the property damage with a detailed cost estimate to the OCWIP Consultant within 30 days from the date of the accident, unless an extension is granted in writing. Failure to promptly provide this documentation will jeopardize payment of the claim. The Contractor is responsible to provide status updates every 60 days until the claim is closed and final payment has been made.

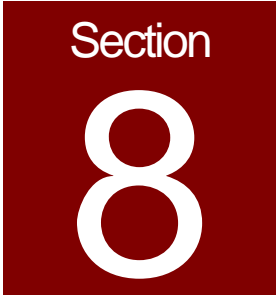
Note:

The Airports Authority will not reimburse the Contractor for profit, tax, interest, overhead, or bonds attributable to the repair or replacement work.

The Contractor or subcontractor will be assessed the first \$5,000 deductible per occurrence for any damages/injuries caused by the Contractor or its subcontractors to the Airports Authority's property. The Contractor will be assessed the multi-claim progressive deductible amount, irrespective of its individual subcontractor who may have caused the action.

Enrolled Contractor or Enrolled Subcontractor Loss Runs

Workers' Compensation loss runs are available to any enrolled Contractor or subcontractor for their own experience under the OCWIP upon written request to the Wells Fargo Program Claims Manager.



OCWIP Forms

This section contains the following forms:

- OCWIP Form-3 Enrollment Application
- OCWIP Form-4 On-Site Payroll Report
- OCWIP Form-5 Notice of Work Completion
- Exhibit 1 Enrolled Sample Certificate of Insurance
- Exhibit 2 Excluded Sample Certificate of Insurance

Note	
For assistance in completing these forms, please contact either:	
Kelly Norris, OCWIP Administrator Metropolitan Washington Airports Authority Phone (703) 572-6792 Fax (703) 572-6793	Alaina Van Gelder, Program Administrator Wells Fargo Insurance Services Phone (202) 772-4244 Fax (202) 783-5406

**OCWIP Form-3
Enrollment Application**

**Metropolitan Washington Airports
Authority**

Examine your current Workers Compensation and General Liability Policies or contact your Insurance Agent to assist you with completing this form. ***** NOTICE ***** Enrollment is not automatic and requires the satisfactory completion of the OCWIP Form-3. In addition, submit a Certificate of Insurance providing evidence of your *off-site* coverage. Please refer to the Insurance Manual for coverage requirements. Numbers reference attached instructions

A. CONTRACTOR INFORMATION:		Federal ID # or Soc. Sec. #: 1
▼ Business Information (headquarters)		▼ Contact Information (address questions to...)
Company Name & dba: 2	Contact Name & Title: 3	
Address:		
City, State Zip Code:		
Telephone:		
Fax:		
E.mail Address:		
Indicate your Organization's Structure: 4	<input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> S-Corporation <input type="checkbox"/> Other _____
LDBE Organization: <input type="checkbox"/> Yes <input type="checkbox"/> No		

B. CONTRACT INFORMATION:		Contract No.: 1
Work Location	<input type="checkbox"/> Dulles International Airport <input type="checkbox"/> Reagan National Airport	
Date Contract Awarded: 2		
Description of Work: 3		
Proposed Contract Price \$: 4	Are you Submitting a bid to the Airports Authority : 6	<input type="checkbox"/> Yes <input type="checkbox"/> No
Amount of Self Performed Work \$: 5	If No, identify to whom: 7	
Start Date: 8	<input type="checkbox"/> Actual <input type="checkbox"/> Estimated	Completion Date: 9
		<input type="checkbox"/> Actual <input type="checkbox"/> Estimated

C. CONTACTS: (Complete if Applicable)					
	Position	1 Name & Title	2 Phone	3 Fax	4 e.mail address
	Project Mngr:				
	Res.				
	Insurance:				
	Contract				
	Payroll:				
	Claims:				
	Safety Rep:				
Provide Location of payroll records if different than Corporate address: 5		Phone:			
City, State, Zip Code:		Fax:			

D. WORKERS COMPENSATION INSURANCE INFORMATION FOR WORK DESCRIBED ABOVE:				
a State	b Class Code	c Description	d Man-hours	e Payroll
1				
Totals			2	3

E. PROVIDE YOUR CURRENT OFF-SITE WORKERS COMPENSATION INFORMATION: (for each state you will perform work in)				
Applicable State	Risk ID Number	Rating Bureau	Anniversary Rating Date	
1	2	3	4	
Your WC Insurance Carrier: 5				
Policy #: 6	Effective Date: 7	Expiration Date: 8		

**OCWIP Form-3
Enrollment Application**

**Metropolitan Washington Airports
Authority**

F. SUBCONTRACT INFORMATION: List all Subcontractors that will be working for you on this project (complete the information in the following table). Use additional paper if necessary:

1 Subcontractor	2 Subcontract \$	3 Contact Person	4 Address	5 Phone & Fax #	6 Estimated Start Date

G. ENROLLMENT QUESTIONS: Answer each question. Use additional paper if necessary.

1 Will you have any off-site location(s) 100% dedicated to this project? Yes No If yes, please provide address:
 Please check if: Any aircraft used on this project Any watercraft used on this project

2 Please indicate if labor from the following sources will be used: Employee Leasing Firm Temporary Labor Agency

3 What is your Virginia Contractor's License Number?

4 What is your License Class A, B or C?

H. WARRANTY APPLICABLE TO PROGRAM INSURANCE COVERAGE

Premiums for this Program are the responsibility of *Metropolitan Washington Airports Authority* and I agree any and all return of premium, dividends, discounts, or other adjustments to any Program policy(ies) is assigned, transferred and set over absolutely to *Metropolitan Washington Airports Authority*. This assignment applies to the Program policy(ies) as now written or as subsequently modified, rewritten or replaced. Rights of Cancellation for all Program insurance policy(ies) arranged by *Metropolitan Washington Airports Authority* are assigned to *Metropolitan Washington Airports Authority*.

1 I will pay the cost of premium(s) for non-Program insurance coverage, specified in the Contract Documents.

2 I authorized the release of all claim information for all insurance policies under this Program.

3 It is my responsibility to notify my insurance carrier(s) that I am enrolling in this Program.

4 I have omitted from my bid the insurance costs for the coverage provided by *Metropolitan Washington Airports Authority*.

5 The statements in this insurance application are true to the best of my knowledge.

6 The statements in this insurance application are true to the best of my knowledge.

I. Signature Block : I verify the information presented above and attachments are correct:

Name:		Date:	
Title:		Signature:	

Fax or Mail to: Kelly Norris
 OCWIP Administrator
 Metropolitan Washington Airports Authority
 P.O. Box 16992
 Washington, DC 20014-6992

Phone: (703) 572-6792
Fax: (703) 572-6793

OCWIP Form-3
Enrollment Application
INSTRUCTIONS

Metropolitan Washington Airports
Authority
Page 3 of 3

This form must be completed and submitted by each successful Contractor and Subcontractor of any tier prior to Site mobilization for each contract awarded. The Contractor and Subcontractor will submit the completed form to Wells Fargo. Upon receipt of this form, Wells Fargo will issue to the Contractor or Subcontractor a Certificate of Insurance evidencing coverage in the Controlled Insurance Program. The completed Certificate of Insurance and Workers' Compensation insurance policy will be mailed to the Enrolled party.

A. Contractor Information

- 1 Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return.
- 2 Enter your company's name, mailing address and phone/fax number for your company's primary office location.
- 3 Enter the name of the person Wells Fargo should contact if questions arise. Include mailing address, phone/fax and e.mail address, if different than A2.
- 4 Identify your company's legal structure by checking the box that applies. If the correct legal structure is not specifically listed, please check the "Other" box and specify in the space provided.

B. Contract Information

- 1 Enter the Contract Number or Purchase Order Number that was included in Metropolitan Washington Airports Authority's originating documentation.
- 2 Supply the Date this Contract was awarded to your organization.
- 3 Provide a brief description of the work you will be performing at the project site.
- 4 Identify the total amount of your contract.
- 5 Identify the amount of work that you anticipate will be self-performed.
- 6 Check the appropriate box that identifies if you contract directly with Metropolitan Washington Airports Authority or are a Subcontractor.
- 7 If you are a Subcontractor, identify the entity with whom you are under contract.
- 8 Enter the Date you anticipate starting work and then mark whether the date provided is actual or estimated.
- 9 Enter the Date you anticipate completing the described work and then mark whether the date provided is actual or estimated.

C. Contacts *(Requested Contact information is for specific functions. It is possible to have a single person fulfill multiple responsibilities.)*

- 1 Identify the name of the person and their title for each function. These individuals should be located, if at all possible, on-site.
- 2 Provide the phone number for each person identified above.
- 3 Provide the fax number for each person identified above.
- 4 Provide the e.mail address for each person identified above, if applicable.
- 5 Identify the physical location where your payroll records are retained. Provide the Address, City, State, Zip Code, Telephone, Fax Number and Email Address of the person responsible for maintaining the payroll information.

D. Workers' Compensation Information *(Duplicate or attach additional sheets if necessary. You may create an electronic version of this document if all requested information is included.)*

- 1
 - a Enter the two letter abbreviation for the state in which the work will be performed.
 - b Enter each Workers' Compensation class code that applies to the work identified in B2. (Most states use a 4 digit Number)
 - c Enter the Workers' Compensation class code description that applies to the work identified in D1b.
 - d Enter the estimated Man-hours required to complete the described work by Workers' Compensation class code.
 - e Enter the estimated Payroll required to complete the described work for each Workers' Compensation class code. Use only unburdened payroll and exclude the premium portions of any overtime pay.
- 2 Total all estimated Man-hours for each class code. Be sure to include information from additional pages if used.
- 3 Total all estimated Payroll for each class code. Be sure to include information from additional pages if used.

E. Current Off-Site Workers' Compensation Information *(Information relates to your corporation's existing coverage; identify each modification factor that applies.)*

- 1 Enter the State that the Modification Information applies to.
- 2 Enter your Bureau File Number also referred to as your Risk Identification Number. This number can also be found on your Modification worksheets.
- 3 Enter the Bureau Rating Agency. In most states this is NCCI.
- 4 Provide your Company's Anniversary Rating Date. Information can be located on your bureau's WC Experience Modification worksheets.
- 5 Identify your insurance carrier for Workers' Compensation Coverage.
- 6 Provide your Workers' Compensation Policy Number.
- 7 Provide the effective date of your Workers' Compensation policy.
- 8 Provide the expiration date of your Workers' Compensation policy.

F. Subcontractor Information *(Provide the following information for each Subcontractor that will be performing work at the project site. Use additional sheets, if necessary.)*

- 1 Identify the name of the Subcontracting firm.
- 2 Provide the estimated value of the subcontracted activity.
- 3 Provide a contact name, preferably the project manager, for the Subcontractor.
- 4 Provide the mailing address for the Subcontractor.
- 5 Provide the phone number for the Subcontractor.
- 6 Provide the date the Subcontractor is scheduled to begin work.

G. Enrollment Questions

- 1 Determine if you will have any locations, off-site, that will be 100% dedicated to this project. Include material/supply storage as a possible location. Mark the appropriate box (yes/no). If you answer yes – provide the address of each location you identified as 100% dedicated.
- 2 Mark the box or boxes that apply. Contemplate only work performed under this contract.
- 3 Mark the box or boxes that apply. Employee Leasing Firm are those firms that supply the labor force for your company *(You direct the activities of the Leasing Company's employees)*. Temporary Labor Firms supplement your labor force.

H. Warranty Statements:

- 1-6 Read each Warranty statement thoroughly. If you have questions regarding any of these statements, contact the OCWIP administrator identified on page 2.

I. Signature Block: This form must be signed by a representative of your company knowledgeable of its accuracy.

**OCWIP Form-4
On-Site Payroll Report**

**Metropolitan Washington Airports
Authority**

Complete a Separate Form for Each Contract with Metropolitan Washington Airports Authority. Your report is due to the Wells Fargo Program Administrator, identified below, no later than the 10th day of the succeeding month.
Complete this report even though no work was performed; enter zero (0) for the Reportable Payroll. Delay in providing this report may result in payments being withheld.

A. REPORT IDENTIFICATION

Period Beginning:	1	Period Ending:	2	Year:	3
Contractor:	4				
Under Contract with:	5				
Contract #:	6				

B. ACTIVITY REPORT

a State	b Workers' Compensation Class Code	c Work Description	d Man-Hours	e Gross Payroll	f Reportable Payroll *
1					
TOTALS:			2	3	4

* Do not include premium (excess) overtime wages, use straight time wage rates only. You must also comply with all rules set forth by the Workers Compensation Bureau in the state in which the work is performed.

C. ADDITIONAL DATA REQUIREMENTS :

1.	
2.	
3.	

D. Signature Block : I verify the information presented above and attachments are correct:

Name:		Date:	
	(please print)		
Title:		Signature:	

CHECK IF THIS IS YOUR LAST PAYROLL REPORT. COMPLETE AN OCWIP FORM-5 "NOTICE OF WORK COMPLETION" AND INCLUDE WITH THIS PAYROLL REPORT.

**Fax or Mail
or Email to:**

**Alaina Van Gelder, Program Administrator
Wells Fargo Insurance Services, Inc.
1401 H St, NW Suite 750
Washington, DC 20001**

**Phone: (202) 772-4244
Fax: (202) 783-5406
Email: alaina.vangelder@wellsfargo.com**

<p>OCWIP Form-4 On-Site Payroll Report INSTRUCTIONS</p>	<p>Metropolitan Washington Airports Authority</p> <p style="text-align: right;">Page 2 of 2</p>
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The Contractor and every Subcontractor of any tier performing work at the Project Site for each Contract awarded must complete this form each month. The Contractor/Subcontractor must attach the completed report to their monthly pay request in order to receive interim payment. Contractors will be responsible for the submission of this form by their Subcontractors. Wells Fargo Insurance Services can forward a supply of these forms to your company upon request.

A. Report Identification

1	Fill in the month and day for the beginning of the period you are reporting on.
2	Fill in the month and day for the ending of the period you are reporting on.
3	Fill in the year that applies to the reporting period.
4	Enter the name of your firm.
5	If you are a Subcontractor, identify the name of the firm you are contracted to. If you are a Prime Contractor enter N/A
6	Provide your Contract Number

B. Activity Report

1	For each Workers' Compensation Class Code that applies to work performed during the reporting period, provide the following information:
a	Identify the state in which the work was performed.
b	Identify the Workers' Compensation Class Code that applies to the work performed during the period. (Most states use a four digit No.)
c	Provide a brief description of the work by class code.
d	Identify the number of Man-hours worked by your employees for each applicable class code.
e	Provide the Gross Payroll paid to your employees. This should include overtime pay and vacation pay.
f	Determine the Reportable Payroll. Reportable Payroll does not include the premium portion of any overtime pay (i.e. 45 hours X \$10.00/hr = 450.00 <i>do not include the premium overtime pay of \$5.00 for the 5 hours of overtime</i>)
2	Total the Man-hours provided on the payroll report.
3	Total the Gross Payroll provided.
4	Total the Reportable Payroll.

c. Additional Data Requirements: If questions are listed in this section of the form, they are unique to this project. Please refer to the Insurance Manual.

d. Signature Block: This form must be signed by a representative of your company with the Airports Authority to Verify the information is correct.

OCWIP Form-5 Notice of Work Completion	<b style="color: red;">Metropolitan Washington Airports Authority Page 1 of 2
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A. General Information

Contractor:	1	
Under Contract with:	2	
Contract #:	3	
Description of Work Performed:	4	
Date Work Completed:	5	
Date this Contract Completed:	6	
Final Contract Value:	6	

B. Work Completion

The following Subcontractors have completed their Work at the Project Site:
 (Add attachment if more space is needed)

	a Subcontractor's Name	b Contract Number	c Description of Work	d Date Completed
1				

Location of your payroll records (Receipt of this form will initiate the payroll audit process):

Address:	2	
City, State, Zip Code:		
Contact/Phone #:		

C. Signature Block

The undersigned acknowledges request for termination of Coverage under the OCWIP as of the date indicated above for the specified Contract. Should we return to the work Site, we will be working under our own insurance program and must provide *Metropolitan Washington Airports Authority* with a Certificate of Insurance showing our own Coverage as detailed in our contract.

	1	
SIGNED BY:		Date
		Name & Title
	2	
APPROVED BY:		Date
		Prime Contractor's Representative (Name & Title)

Fax or Mail or Email to: Alaina Van Gelder, Program Administrator
 Wells Fargo Insurance Services, Inc.
 1401 H St, NW Suite 750
 Washington, DC 20001

Phone: (202) 772-4244
Fax: (202) 783-5406
Email: alaina.vangelder@wellsfargo.com

OCWIP Form-5 Notice of Work Completion		Metropolitan Washington Airports Authority Page 2 of 2
<p>This form will be completed and returned to the OCWIP Administrator by the Contractor or Subcontractor whenever work is completed for each Contract or Subcontract. This form will initiate the final payroll audit process for the Contractor/Subcontractor identified in item 1. Final Payments and Release of Retainage will not occur until all payroll work is complete and finalized.</p>		
A. General Information		
1	Provide the name of the Contractor completing their work.	
2	Provide the name of the Entity this Contractor has a contract with.	
3	Enter the contract number for the work being completed.	
4	Provide a brief description of the work being completed.	
5	Provide the Date the Work was completed.	
6	Provide the Date the Contract was completed, if other than the work completion date.	
B. Work Completion		
1a	Enter the name of each Subcontractor that performed work for you that has also completed their work.	
b	Enter Subcontractors Contract Number.	
c	Provide a brief description of their work.	
d	Provide the Date they completed their work.	
2	Identify the physical location of where your payroll records are retained. Provide the Address, City, State, Zip Code, Contact Name and Telephone Number of the person responsible for maintaining the payroll information for audit purposes.	
C. Signature Block		
1	This form must be signed by a representative of your company with the Airports Authority to Verify that the information is correct.	
2	Have this form approved by the Prime Contractor for the Project Site.	

