

**EXHIBIT C
TO
LUMP SUM CONSTRUCTION CONTRACT
FOR
TERMINAL C & A RETAIL DEMO – CONSTRUCTION**

**BY AND BETWEEN
THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY
AND
(CONTRACTOR NAME)**

OWNER CONTROLLED INSURANCE PROGRAM

C.1. Owner Controlled Insurance Program

The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide **Workers' Compensation, Employer's Liability, Commercial General Liability, Excess Liability and Builders' Risk insurance** for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided by the OCIP is included in the MSCAA OCIP Manual, (hereinafter called the Manual), a copy of which is attached hereto and made a part of this Agreement and should be attached to and incorporated in every subcontract. All terms and conditions of Exhibit C will apply during the term of the contract. The Owner agrees to pay all premiums associated with the OCIP.

While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all the insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by Owner, the Contractor and all Subcontractors working on the Project will be responsible for providing certain insurance as specified in paragraph C.2. Contractors and eligible Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

C.1.1. Applicability of the OCIP

Participation in the OCIP by the Contractor and all eligible Subcontractors is mandatory but not automatic. The Contractor and each eligible Subcontractor (as defined below) must follow the enrollment procedures shown in the Manual. The Contractor shall comply with all requirements of the OCIP as outlined in the OCIP Manual and shall require all eligible Subcontractors to comply with requirements of the OCIP manual. The Manual may be updated and revised during the course of construction to reflect any changes in State Law, Rules and/or Regulations or Procedures that may be necessary or appropriate, and said revisions will replace all previous versions. Copies of any revised Manual will be distributed by the OCIP Administrator.

- If the Contractor or any eligible Subcontractor fails to enroll any of its eligible Subcontractors of any tier, it will be subject to a penalty charge of the full and complete deduct as shown in C.1.2.c or 3% of the subcontract cost, whichever is greater. Note: Collection of the penalty charge of any non-enrolled contractor(s) of any tier does not provide automatic coverage in the program.
- If any Contractor or any eligible Subcontractor enrolls in the OCIP more than 30 days after its start date, it will have to provide a No Known Loss Letter to the Carrier along with the enrollment documentation.

Eligible Subcontractor includes all Subcontractors providing or subcontracting for direct labor on any Designated Project (see definition of ineligible Subcontractors below).

Ineligible Subcontractor includes (but is not limited to) subcontractors performing any type of environmental remediation work (example: asbestos or underground tank removal), consultants, suppliers (that do not perform or subcontract installation), vendors, materials dealers, guard services, janitorial services, truckers (including trucking to any Designated Project where delivery is the only scope of work performed), employee leasing companies, temporary labor services and other temporary project services. However, such Employee leasing and temporary labor service companies can be insured

by the OCIP but must be submitted for review to the OCIP administrator prior to acceptance. A Designated Project is a project designated and approved by the Owner as a Designated Project and, enrolled by the OCIP Administrator with the insurance company. This project is a Designated Project. A Designated Project includes operations necessary or incidental to the Work. The Contractor's/Subcontractor's regularly established workplace, plant, factory, office, shop, warehouse, yard or other property even if such operations are for fabrications of materials to be used at the job site or training of apprentices will be considered off-site and not covered by the OCIP.

Unless otherwise directed by the Owner, the Contractor, eligible Subcontractors and all Subcontractors not enrolled in the OCIP, will be required to maintain at least the insurance coverages set forth in paragraph C.2 and are required to participate in the MSCAA OCIP Safety Program. Contractor will promptly furnish the Owner, or their designated representative, certificates of insurance giving evidence that all required insurance is in force.

C.1.2. Contractor Insurance Cost Identification

The Contractor and eligible Subcontractors will exclude their cost for all insurance coverages to be provided by the Owner for the work at any Designated Project from their bid. The Contractor and each Subcontractor of any tier warrant that all insurance premium calculations for work performed at the Designated Project Site have been correctly identified and removed from their bids.

C.1.3. Change Order Pricing

Contractor and all enrolled Subcontractors will price each change order to exclude the cost of insurance.

C.1.4. Assignment of Return Premiums

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP. In consideration of the Owner's provision of said coverages under the OCIP program, the Contractor and eligible Subcontractors agree to:

- 1) Exclude all applicable insurance costs for coverage provided by the Owner associated with their contract work and excluded from their bid; and cooperate with the OCIP Administrator in the administration of the OCIP.
- 2) Irrevocably assign to and for the benefit of the Owner, all return premiums, premium refunds, premium discounts, dividends, retentions, credits, and any other monies in connection with the OCIP insurance. Contractor also assigns its right of cancellation of all insurance policies provided by Owner. Contractor agrees to evidence such assignment by executing and delivering the Form-2. Contractor further agrees to require each eligible Subcontractor to execute the assignment on the Form-2, for the benefit of the Owner.

C.1.5 Audit of Contractor and/or Subcontractor Payroll

For insurance purposes, the Contractor and all tiers of Subcontractors agree to keep and maintain accurate and classified records of their payroll for operations at any Designated Project. Contractor and all eligible Subcontractors agree to furnish a copy of the Monthly Payroll Reporting Form, Form 5, to the OCIP Program Administrator by the 20th of each month and attach a copy of the Form-5, to their monthly pay application. If this report (Form-5) is not attached to the monthly pay application, payment may be held until the report is received.

The Contractor and all eligible Subcontractors will permit the Owner and its representative to examine and/or audit its books and records pertaining to any Designated Project. Contractor and eligible Subcontractor will also provide any additional information to the Owner, or its appointed representatives as may be required. At the end of each contract, an audit may be performed of the reported payroll by the OCIP Carrier.

Upon Final Completion of each contract, the Contractor and eligible Subcontractors will furnish a completed and signed Form-4 - Notice of Anticipated Completion Form (a copy of which is attached hereto as "Form-4") to the OCIP Administrator, together with all required documentation.

Demobilization payments will not be released until all closeout documentation has been received and approved.

C.1.6. OCIP Deductibles

General Liability:

If a claim arises under the Owner provided Commercial General Liability OCIP policy from the partial or sole negligence of a Contractor or Subcontractor, or for violation of any OCIP Safety Requirements, such Contractor or Subcontractor shall be responsible for reimbursing the Owner's deductible to the extent of their respective negligence, as determined solely by owner, up to a maximum of \$10,000 per occurrence per Contractor.

Builders Risk:

The Contractor shall be responsible for a deductible of \$25,000 for each and every loss.

C.1.7. Termination/Modification of the OCIP

The Owner reserves the right to terminate or to modify the OCIP or any portion thereof. To exercise this right, the Owner will provide thirty (30) days advance written notice of termination or material modification to the Contractor and all eligible Subcontractors covered by the OCIP. In such event, the Contractor will promptly obtain appropriate replacement insurance coverage acceptable to the Owner. Written evidence of such insurance will be provided to the Owner prior to the effective date of the termination or modification of the OCIP coverages. The reasonable cost of such replacement insurance will be reimbursed by the Owner to the Contractor.

SPECIAL NOTE: The Contractor and eligible Subcontractors who have completed their work at any Designated Project and whose insurance as provided by MSCAA OCIP has been terminated, and who returns to the site to perform warranty work does so under its own insurance coverages and not under those provided by MSCAA OCIP.

C.2 Contractor Provided Coverages

All insurance obtained by the Contractor pursuant to this Agreement shall be written by insurance companies licensed to do business in Tennessee and acceptable to Owner.

Prior to the commencement of any operations by or on behalf of the Contractor relating to the Project, and with respect to any and all such operations, the Contractor shall procure, maintain and provide to Owner and the Program Manager:

- 1) Evidence of Contractor's **Commercial Automobile Liability Insurance**. A certificate of insurance and copy of endorsement shall be provided as evidence of:
 - a) Coverage for Owner, their officers, directors, and employees as additional insureds.
 - b) Coverage to apply to all liability arising out of the ownership or use of all vehicles owned by, hired by, or used on behalf of the Contractor.
 - c) Waiver of Subrogation to be provided in favor of the Owner, the Design Professional, the Program Manager and their officers, directors, and employees.
 - d) If hazardous materials or waste are to be transported, the policy will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements.This insurance shall be for an amount not less than \$1,000,000 combined single limit liability.

- 2) Evidence of Contractor's **Workers' Compensation and Employer's Liability Insurance**. A certificate of insurance or, at Owner's request, a certified policy copy shall be provided as evidence of:
 - a) Coverage for claims for damages arising out of bodily injury, occupational sickness or disease or death of Contractor's employees under any applicable workers' compensation statute or any other applicable employers' liability law. Certificate of insurance or policy must clearly identify that coverage applies in the state of Tennessee.
 - b) A waiver of subrogation by the insurer against the Owner the Design Professional, the Program Manager and their officers, directors, and employees.
 - c) This insurance shall include Employer's Liability limits of not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease in the aggregate.
 - d) All Enrolled Contractors must provide Workers' Compensation and Employer's Liability insurance covering all employees for injuries that occur AWAY from the Designated Project Site or after OCIP termination, expiration, or cancellation.
 - e) Ineligible subcontractors or subcontractors not enrolled must provide coverage for ALL operations.

- 3) Evidence of Contractor's **Commercial General Liability Insurance**. Certificate of insurance and copies of endorsements to Contractor's primary commercial general liability policy and shall be provided as evidence of:
- a) Coverage for Owner and the Design Professional, Program Manager, their officers, directors, and employees as additional insureds as respects claims or liabilities arising from or connected with Contractor's work, operations and completed operations. The additional insured endorsements shall be at least as broad as the ISO CG 2010 (1001) during the course of construction and CG2037 (1001) until the expiration of the statute of repose, or its carrier equivalent.
 - b) Coverage shall be primary and non-contributing with any coverage Owner maintains in its own name and on its own behalf.
 - c) Coverage shall be written on an occurrence coverage form, with coverage at least as broad as that provided under the current edition of the ISO Commercial General Liability coverage form, CG 0001. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no limitations or exclusions beyond those contained in the standard policy forms which apply to property damage, products and completed operations, contractual liability, or construction defects. In addition to procuring and maintaining this insurance during the duration of the contract, contractor agrees to continue to procure and maintain products and completed operations liability insurance coverage for a minimum of six (6) year(s) after the date the contract is completed or terminated or in accordance with the applicable statute of limitations under state law, whichever is longer.
 - d) Waivers of subrogation by insurers against Owner, Design Professional, Program Manager and their officers, directors, and employees.
 - e) Contractual Liability Insurance applicable to the indemnification agreement contained in Section 21.01 of this Agreement.
 - f) The required amounts of primary Commercial General Liability Coverage in the amount of:

\$1,000,000	Bodily Injury and Property Damage Limit for each occurrence
\$1,000,000	Personal & Advertising Injury
\$2,000,000	General Aggregate (Annual)
\$2,000,000	Products/Completed Operations Aggregate (annual)

 The general aggregate limit shall apply separately to each project.
 - g) All Enrolled Contractors must provide General Liability insurance covering third-party losses that occur AWAY from the Project Site (including products liability for any product manufactured, assembled or otherwise worked upon away from the Designated Project Site) or after OCIP termination, expiration or cancellation.
 - h) Ineligible contractors or subcontractors not enrolled must provide coverage for ALL operations.
 - i) The policy will be endorsed to exclude any "Designated Project" for onsite coverage only, if you are a participant in the OCIP.
- 4) Evidence of Contractor's **Excess or Umbrella Liability Insurance**. Certificate of insurance and copies of endorsements to Contractor's Excess or Umbrella liability policy and shall be provided as evidence of this excess liability or umbrella insurance with an annual an aggregate amount of not less than **\$5,000,000** for the Contractor and \$1,000,000 limits required of subcontractors unless otherwise stated in the Contract Documents and shall be excess and follow form over primary coverages included herein. Such coverage will be excess and "drop down" for defense and indemnity in the event of exhaustion of the underlying insurances of Commercial, Automobile, Liability, Employer's Liability, and the Commercial General Liability policies.
- 5) Evidence of **Professional Liability Insurance** (If Applicable):
 Per Claim and in the Aggregate: NA
 All professional services firms must provide professional liability insurance appropriate for their profession. Architectural and engineering firms must provide coverage for liability arising out of design errors and omissions. The policies shall provide a three (3) year extended reporting period.
- 6) Evidence of **Contractors Pollution Liability Insurance** (If Applicable):
 Each Occurrence Limit and in the Aggregate: **\$1,000,000**
 Coverage applies to third-party bodily injury and property damage claims (including natural resource damage), and clean-up costs, caused by pollution conditions which result from covered operations performed by, or on behalf of,

contractors and subcontractors of all tiers at the Designated Project Site. Coverage shall apply to claims for mold and fungus damage that result from the work as well as gradual and sudden and accidental pollution incidents arising from activities of the contractors working at the project site.

Coverage must be evidenced for on-site and off-site transportation which may result in a pollution incident/event and non-owned disposal site coverage (if applicable to the project).

The policy shall be endorsed to provide a Waiver of Subrogation in favor of the Owner, Design Professional and Program Manager. In addition, the Owner, their officers, directors, and employees shall be included as Additional Insureds.

7) Evidence of **Contractor's Equipment Insurance:**

The Contractor is responsible for their tools and equipment including, but not limited to, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed. Contractor acknowledges and agrees that the Owner will not be responsible for any loss or damage to their tools and equipment. If insured, the Contractor's insurance policies covering tools and equipment will include a waiver of subrogation and any other rights of recovery in favor of the Owner. If uninsured, the Contractor will hold harmless the Owner, Program Manager and Design Professional for loss or damage to their tools and equipment.

8) **Aircraft/Aviation Liability Insurance** (If Applicable): NA

Each Occurrence Limit and in the Aggregate (including passenger liability):

The operator of an aircraft of any kind, whether manned or unmanned, must maintain liability insurance covering bodily injury and property damage on a Combined Single Limit basis. If non-employee passengers are carried, there cannot be a per-passenger sublimit.

Prior to commencing operations, the operator must provide the Owner with a certificate of insurance naming the Owner, their officers, directors, and employees as additional insureds on a primary and non-contributory basis. Operator and their insurer(s) must hold the Owner harmless and waive subrogation with respect to damage to the aircraft

If aircraft is to be used to perform lifts at the Designated Project Site, a "slung cargo" endorsement must be included to cover the full replacement value of any equipment being lifted.

NOTE: If the Contractor and / or eligible Subcontractor participating in the OCIP choose(s) to have the policy endorsed to include any "Designated Project" site during the construction period, coverage should be Excess and/or Difference in Conditions (DIC) of the OCIP and this cost should not be passed back to the Owner. Inclusion of any "Designated Project" Site on such insurance policies shall not replace the OCIP coverage or otherwise affect the cost identification requirement in paragraph C.1.2.

C.2.2. Contractor's Insurance Primary.

Any coverage applicable to Owner under Contractor's insurance policies shall be primary and non-contributing with any insurance maintained by Owner in its own name and on its own behalf. Copies of endorsements to Contractor's policies shall be provided to Owner.

C.2.3. Cancellation.

All such insurance shall be in form and substance satisfactory to the Owner and shall provide that not less than thirty (30) days' notice of cancellation or non-renewal, other than non-payment of premium which shall be ten (10) days' notice, be provided to Owner. If unavailable, Contractor must provide Owner with thirty (30) days' advance written notice of cancellation, other than non-payment of premium, which shall be ten (10) days' notice. Contractor must notify Owner of any material change or reduction in coverage to the Contractor's insurance policies.

C.2.4. Certificates of Insurance - Contractor Provided Insurance Coverage Requirements

As shown in Section C.2

Description of Operations for contractors participating in the OCIP shall read:

Workers' Compensation and Commercial General Liability coverages shown above do not apply to any Designated Project at the Memphis International Airport.

Additional Insured Wording for Contractors shall read:

Memphis-Shelby County Airport Authority, Program Manager, Design Professional and their officers, commissioners, agents and employees as now or hereafter exist as respect to the services / work to be performed under this Agreement, for coverages as required by contract.

Additional Insured Wording for Subcontractors shall read:

For Subcontractors participating in the OCIP

The Memphis-Shelby County Airport Authority, Program Manager, Design Professional and their officers, commissioners, representatives, agents, and employees ATIMA are additional insureds for coverages as required by contract 19-1423-26-01.

For Subcontractors not participating in the OCIP

The Memphis-Shelby County Airport Authority, Program Manager, Design Professional and their officers, commissioners, representatives, agents and employees ATIMA and Awarding Contractor are additional insureds as respect to the services / work to be performed under this Agreement for coverages as required by contract 19-1423-26-01.

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR APPLICABLE LAW) LIMITS THE ADDITIONAL INSURED COVERAGE THAT OWNER MAY REQUIRE FROM CONTRACTOR AND SUBCONTRACTORS, THEN CONTRACTOR AND SUBCONTRACTORS SHALL BE REQUIRED TO OBTAIN ADDITIONAL INSURED COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS CONTRACT SHALL BE READ TO CONFORM TO SUCH LAW.

Filing of Certificates

Certificates of insurance acceptable to the Owner shall be filed with the Owner by furnishing to the OCIP Administrator, prior to commencement of the Work. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment.

A sample is provided of a certificate of insurance is provided in the OCIP Manual.

MSCAA OCIP

c/o Willis Towers Watson National Project Insurance Practice.

Attn: OCIP Administrator

15305 North Dallas Parkway, Suite 1100

Addison, TX 75001

C.2.5. The Right of the Owner to Maintain Insurance.

In the event the Contractor fails to furnish and maintain the required insurance or to furnish certificates of insurance, the Owner shall have the right, at its option, to terminate this Agreement or to take out and maintain such insurance and hold the Contractor liable for the cost. Compliance by the Contractor with the requirements of this Article shall in no way relieve the Contractor from liability under any provision of this Agreement or the Contract Documents.

C.2.6. Other Insurance

Any type of insurance or any increase of limits of liability not described in this section which the Contractor or any Subcontractor requires for their own protection or on account of any statute will be their own responsibility and their own expense. Any type of insurance or any increases of limits of liability not described herein that the Contractor or any Subcontractor requires for its own protection or on account of statute shall be its own responsibility and its own expense. If the Contractor or the Subcontractors maintain any insurance policies covering owned, leased or borrowed, equipment, such policies shall contain a waiver of subrogation against the Owner. Each item must be shown as a line item and approved by the Owner.

C.2.7. Deductibles

The Contractor shall be responsible for the payment of the deductible amounts for any insurance in force pursuant to this Agreement whether such insurance is furnished by the Owner or the Contractor.

C.2.8. Insurance for Project Property While outside the United States and Canada.

If any project property is in transit or is located outside the continental United States or Canada for any reason, Contractor shall arrange to insure such property for its full replacement value separate from the other insurance described herein.

C.2.9. Subcontractors Flow-Down Clause.

Subcontractors of all tiers are subject to the same insurance requirements as Contractor. Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain such insurance and upon request, must promptly furnish Owner with copies of certificates of insurance evidencing coverage for each Subcontractor.

C.2.10. No Representation of Coverage Adequacy.

In specifying minimum Contractor insurance requirements, Owner does not represent that such insurance is adequate to protect Contractor for loss, damage or liability arising from its work. Contractor is solely responsible to inform itself of the types or amounts of insurance it may need beyond these requirements to protect itself. The insurance requirements set forth in minimum amounts shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude Owner from taking such other actions as is available to it under any other provision of the contract.

C.2.11. Contractor Responsibilities

The Contractor will cooperate with and will require all eligible Subcontractors to cooperate with The Owner and/or the OCIP Administrator with regards to the administration and operation of the OCIP. The Contractor and eligible Subcontractor's responsibilities will include, but not be limited to:

- 1) Compliance with all rules and regulations of the applicable State Insurance Bureau/Board; failure to meet state requirements may result in fines being assessed, and, if this occurs, the Owner shall deduct from monies due or to become due under the provisions of this contract for any applicable fines that are assessed against the Owner, the Contractor or any eligible Subcontractor;
- 2) Compliance with applicable Construction Safety Program;
- 3) Provision of necessary contract, operations and insurance information, including verification of current Worker's Compensation Experience Modifier;
- 4) Cooperation with any insurance company or OCIP Administrator with respect to requests for claims, payroll or other information required under the program;
- 5) The Contractor and all eligible Subcontractors shall adhere to and perform all reporting requirements as set forth in the Claims Procedures portion of the OCIP Program Manual.

C.2.12. Contractor's Responsibility for its Subcontractors.

The Contractor will include this Exhibit and the Manual with the bid documentation. The Contractor will require that all eligible Subcontractors participate in the OCIP and comply with all rules and procedures as outlined in MSCAA Enrollment Process Summary. It will be the Contractor's responsibility to submit to The Owner and its designated representative all bid documentation for approval. If Contractor fails to comply with this section and any eligible Subcontractors do not enroll in the program, the Owner has the right to retain the 3% of subcontracted work as a penalty from the awarding Contractor/Subcontractor as set out in C.1.2.c.

C.2.13. Approval of Forms and Companies

All insurance described in this Section will be written by an insurance company or companies satisfactory to the Owner and licensed to do business in Tennessee and will be in a form and content satisfactory to the Owner. No party subject to the provisions of this contract will violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

C.2.14. Coverage to be provided by Contractor during Warranty Period

During the period following the final acceptance date and prior to expiration of the warranty period hereunder, Contractor

will maintain in full force and effect all insurance as specified in paragraph C.2 covering all Work performed during such period.

C.3. Waiver of Subrogation and Waiver of Rights of Recovery

Owner Controlled Insurance Program

Except as respects any deductibles identified above, Owner waives all rights of subrogation and recovery against the Contractor and all Subcontractors of all tiers to the extent of any loss or damage, which is insured under the OCIP. Except as respects the deductibles identified above, Contractor waives all rights of subrogation and recovery against the Owner, Design Professional and Program Manager, other Contractors and Subcontractors of all tiers to the extent of any loss or damage, which is insured under the OCIP. The Contractor and each Subcontractor will require all Subcontractors to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work on any Designated Project.

Contractor Provided Coverages

Contractor waives all rights of subrogation and recovery against the Owner, Design Professional and Program Manager, to the extent loss or damage is insured under the Contractor's policies. The Contractor and each Subcontractor will require all Subcontractors to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work on any Designated Project.

C.4. Project Safety Administration

It is the responsibility of the Contractor to maintain total control of safety to ensure that its employees and the general public will be provided an environment free of recognized hazards during construction activities. In carrying out this policy it is clear the only accepted level of performance is to be "Incident Free" on this project each and every day.

A. Project Safety Manual

The safety requirements of any Designated Project Safety Manual are a supplementary document to all Government rules, codes and regulations. It is understood that the ultimate responsibility for providing a safe place to work rests with each individual Contractor. All Contractors are responsible for full compliance with the requirements and standards referenced in the manual.

B. New Employee Orientation

Each new Contractor or Subcontractor employee will be required to attend an orientation program. This orientation is designed to communicate all project specific safety policies, procedures, and expectations of "the Safety Team" in regard to the construction of any Designated Project.

C. Contractor Safety Program Review

To proactively monitor the safety, health and environmental performance of Contractors and Subcontractors the Owner and/or his Representative, will be conducting a periodic review of Contractor or Subcontractor safety programs. This will be a formal process, which will be done with or without advanced notice. Upon completion of the Safety Program Review, a list of recommendations will be provided to the Contractor or Subcontractor. There will be a timeline developed and agreed upon for the purpose of abating any deficiencies in the Contractor or Subcontractor safety program.

C.5. No Release

The provision of the OCIP by The Owner will in no way be interpreted as relieving the Contractor or any Subcontractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

C.6. CIP Exclusion Limitation

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



MSCAA OCIP IV

An Owner Controlled Insurance Program Manual for Construction Projects

Revision	Revision Summary	Date
0	First Issue for OCIP IV Projects	4-26-17
1	Update to Zurich Claims Team	4-5-18
2	Update to Zurich Claims Team	10-18-18
3	Update to Willis Towers Watson Service Team	9-22-21

MSCAA OCIP – ENROLLMENT SUMMARY

Contract Bid – All Contractors/Subcontractors

Bid package will be furnished to bidders

1. All eligible Contractors/Subcontractors of every tier will exclude their cost of insurance for coverage provided by the Owner from their bid. Contractors and eligible Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that the OCIP insurance identification cost is accurate.
2. Contractors and Subcontractors at any tier shall not charge any eligible Subcontractor for its participation in the OCIP.
3. Workers' Compensation – Tennessee Payroll Rules are applicable to WC payroll. First dollar coverage is given to all Contractors on WC.
4. General Liability – Mandatory deductible not to exceed \$10,000 will apply to any loss as described in the OCIP manual. 5% credit will be applied to Contractor's premium for this deductible

Contract Award

Once notification of contract award has been received, all eligible Contractors/Subcontractors of every tier will complete and submit Form 2 with the required certificate of insurance. Any Contractors or Subcontractors who enroll in the OCIP 30 days after their start date will have to provide a No Known Loss Letter to the Carrier along with the enrollment documentation. The OCIP Administrator will:

- 1) Assign a location code for this contract, forward the **Form 2** to the insurance carrier for enrollment into program
- 2) Issue a certificate of insurance which will reflect all OCIP coverages. The original copy will be sent to the enrolled contractor/Subcontractor with a copy to their awarding contractor.

Change Order

Contractor and all enrolled Subcontractors will price each change order to exclude the cost of insurance provided by the Owner.

Monthly Payroll Reporting

The Enrolled Contractor/Subcontractor will receive a Payroll Request e-mail from the following email address "On behalf of Willis Admin(noreply-144@servmax.com)" at the beginning of each month during construction reminding them to complete their payroll report via the link in the email by the payroll due date. The payroll link will expire in 30 days. If the payroll link expires please contact your Willis Towers Watson CIP Administrator or call the toll free number (844) 260-9015 to receive an updated link.

If Contractor/Subcontract receives additional contracts

Once the contractor/Subcontractor has enrolled in the OCIP, all additional contract bids must also exclude the Contractor's cost of insurance for coverage provided by the Owner. **Form 2** must be submitted to the OCIP Administrator to receive confirmation of enrollment in the OCIP for the additional contract. (Contact the OCIP Administrator if you have questions). The OCIP Administrator will:

- 1) Assign a location code for this contract, forward the **Form 2** to the insurance carrier for enrollment into program
- 2) Issue a certificate of insurance which will reflect all OCIP coverages. The original copy will be sent to the enrolled contractor/Subcontractor, a copy to their awarding contractor.

When Contractor/Subcontract reaches Substantial Completion

Notice of Anticipated Completion - **Form 4** – Prior to completion of all work being performed under the contract. This will initiate Closeout Procedures. Payroll and Receipts may be audited.

When Contractor/Subcontractor has completed the Work

Contractor should notify their insurance agent/broker to remove any exclusion for this Designated Project from their primary policies.

Claims

All Contractors/Subcontractors must follow claims rules and procedures outlined in the MSCAA OCIP Manual.

Safety

All Contractors/Subcontractors must follow safety rules and procedures outlined in the MSCAA OCIP Site Specific Safety Plan.

Notice to All Contractors/Subcontractors

Failure to follow the Enrollment or Claims procedures outlined in MSCAA OCIP Manual may result in fines being assessed by the State Bureau/NCCI, State's Workers' Compensation Commission or the Owner against the Contractor or Subcontractor. If the Owner or Carrier is assessed fines due to Contractor's or Subcontract's failure to follow State rules or regulations, the Owner will deduct from monies due or to become due for any applicable fines.

CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE MUST BE APPROVED BY THE OWNER AND OCIP ADMINISTRATOR. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP

REQUIREMENTS.

INTRODUCTION

This manual identifies, defines, and assigns responsibilities related to the administration of the Memphis-Shelby County Airport Authority (MSCAA) Owner Controlled Insurance Program (OCIP).

This manual:

- Describes the OCIP and details the insurance-related responsibilities of the various parties involved.
- Provides a basic description of the OCIP structure and operation, with an overview of coverage provided by the OCIP and guidelines for carrying out specific administrative and audit procedures.
- Provides answers to questions that are likely to arise during the course of the project.

Because it is impossible to anticipate every question or situation that may arise, the directory lists those involved in the administration of the OCIP and their areas of expertise. Please feel free to call with any questions.

This Manual will be updated as changes dictate during the course of this project.

NOTE

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

CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE MUST BE APPROVED BY THE SPONSOR AND OCIP ADMINISTRATOR. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.

ADMINISTRATION

Program Management

OCIP Program Coordinator

Willis Towers Watson

John Shorten

8285 Tournament Drive, Suite 130
Memphis, TN 38125

Phone: (901) 248-3102
Fax: (901) 248-3101
E-mail: john.shorten@willistowerswatson.com

OCIP Program Unit Manager

Willis Towers Watson

Nancy Jarmon

500 North Akard St., Suite 4300
Dallas, TX 75201

Phone: (972) 973-2394
Fax: (972) 386-5561
E-Mail: nancy.jarmon@willistowerswatson.com

OCIP Administration

Willis Towers Watson

Sharyn Malachi

Five Concourse Parkway 18th Floor
Atlanta, GA 30328

Phone: (770) 548-3702
E-Mail: Sharyn.malachi@willistowerswatson.com

On-Site Safety

Willis Towers Watson

Wes Shelby

4225 Airways Blvd.
Memphis, TN 38116

Phone: (901) 344-1659
Fax: (901) 345-6636
Cell: (901) 604-2136
E-Mail: wes.shelby@willistowerswatson.com

Claims Management

Zurich North America

PO Box 968077
Schaumburg, IL 60196-8077

FAX NUMBER FOR REPORTING CLAIMS: (877) 967-2567
GENERAL CLAIMS FAX NUMBER: (615) 872-1303
GENERAL PHONE NUMBER: (800) 366-8366

Leadership	Title	Phone	Email
Tammy Fike	GL Sr. Specialist	(404) 851-3616	tammy.fike@zurichna.com
Ginny Howard	WC Team Manager	(615) 872-1315	ginny.howard@zurichna.com
Karen Kingo	WC Pension Manager	(847)413-5868	karen.kingo@zurichna.com
Vea Storey	WC Claims Specialist	(615) 872-1241	veatrice.storey@zurichna.com
Patricia Painter	WC Claims Specialist	(615) 391-7501	patricia.painter@zurichna.com
Nat Woodruff	Claims Customer Service Executive	(404) 851-3278	nathaniel.woodruff@zurichna.com

Insurance Policy References

Workers Compensation

Insurance Company: Zurich American Insurance Company

Master Policy Number: WC 0183275-00

Each Contractor and/or Subcontractor will be issued their own Workers' Compensation Policy

Part One - Workers' Compensation TN State Limits

Part Two - Employers' Liability

Bodily Injury by Accident – Each Accident \$1,000,000

Bodily Injury by Disease – Policy Limit \$1,000,000

Bodily Injury by Disease – Each Employee \$1,000,000

Part Three – Other States Insurance

All States except those listed in Part One and Monopolistic States (OH,ND,WA,WY)

Commercial General Liability

Insurance Company: Zurich American Insurance Company

Master Policy Number: GLO 0183276-00

General Aggregate Limit (Other than Products – Completed Operations) \$4,000,000

Product-completed Operations Aggregate Limit \$4,000,000

Personal and Advertising Injury Limit (Any One Person or Organization) \$2,000,000

Each Occurrence Limit \$2,000,000

Fire Legal Liability (Any One Fire) \$250,000

Medical Expense Limit (Any One Person) \$10,000

Umbrella Liability

Insurance Company: ACE Property and Casualty Insurance Company

Master Policy Number: XCQ G46622029 001

Limits: \$25,000,000 excess of primary

Excess Liability – Layer 1

Insurance Company: Allied World National Assurance Company

Master Policy Number: 0310-6256

Limits: \$25,000,000 excess of \$25,000,000

Excess Liability – Layer 2

Insurance Company: Endurance Risk Solutions Assurance Co.

Master Policy Number: XSC30000293300

Limits: \$25,000,000 excess of \$50,000,000

Excess Liability – Layer 3

Insurance Company: Westchester Fire Insurance Company

Master Policy Number: G46621116001

Limits: \$25,000,000 excess of \$75,000,000

Program Definitions

Owner Controlled Insurance Program (OCIP)	The Insurance Program under which Workers' Compensation, Employer's Liability, Commercial General Liability and Excess Liability are procured or provided on a project "wrap-up" basis for Contractors/Subcontractors(s) of any tier, who have been properly enrolled, while performing operations on a designated Project Site for Memphis-Shelby County Airport Authority.
Insured	The Memphis-Shelby County Airport Authority, Contractors(s) and Subcontractors of any tier who are enrolled in the OCIP and who have been named in a policy, certificate of insurance, or advice of insurance.
Enrolled Contractors	"Enrolled Contractors", mean "Eligible Contractors" who, prior to the commencement of their work on the covered project, have completed the appropriate enrollments documents for the "designated project site".
Insurer	Insurance Company, as identified in the Insurance Policy Reference section.
OCIP Coordinator and Administrator	The firms responsible for the insurance broker and administration of the OCIP.
OCIP Safety Consultants	These representatives are employees of the Insurer and Willis Towers Watson who will provide safety consulting services to MSCAA and its contractors enrolled in the OCIP.
Project Description	All Designated Projects identified and approved by the Owner and on file with the Insurance Company.
On-Site Activities/ Designated Project	<p>Zurich's designated project means: "The project shown in this Schedule, including operations on the project site or location that are necessary or incidental to the project as described in contract documents. "Designated Project" includes the work site(s) associated with such "designated project(s)" and any offsite staging areas, as long as they are dedicated solely to the "designated project(s)" and the sponsor agrees to provide coverage. Also included are those areas immediately adjacent to the "designated projects", including boundaries of local streets or public easement, in which the enrolled subcontractors at any tier perform work under their respective contracts."</p> <p>The OCIP does not provide insurance coverage for permanent yards or other locations of any Contractors/Subcontractors, except as specifically requested by Contractors and, if accepted by insurer, endorsed to the policy.</p>
Eligible Contractors	Insured by the OCIP: Eligible Contractors include all contractors providing direct labor on the Designated Project (see definition of ineligible contractors below). Temporary labor services and leasing companies are to be treated as subcontractors.
Ineligible Contractors	Not insured by the OCIP: Includes (but is not limited to) contractors performing any type of environmental remediation work (example: asbestos or underground tank removal), consultants, suppliers (that do not perform or subcontract installation), vendors, materials dealers, guard services, janitorial services, truckers (including trucking to any Designated Project where delivery is the only scope of work performed), Blasting Contractors or Any Person or organizations that manufactures or fabricates products or components outside the designated project that does not also install the product or component at the designated project, employee leasing companies, temporary labor services and other temporary project services. However, such Employee leasing and temporary labor service companies can be insured by the OCIP but must be submitted for review to the OCIP administrator prior to acceptance.

Certificate of Insurance

Written evidence of the existence of coverage terms of a particular insurance policy.

COVERAGE SUMMARY

The OCIP coverage applies only to work performed under the Agreement at any Designated Project Site for eligible enrolled contractors. Contractor and Subcontractors must provide their own insurance as detailed in the contract.

Through a combination of insured and self-insured insurance programs the Owner, at its sole expense, will provide and maintain in force the types of insurance listed in subsection (1) through (4) below as a part of the OCIP for Contractor and eligible Subcontractors who have been enrolled. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

This section provides a brief description of the coverages provided under the OCIP. The Contractor shall refer to the actual policies for details concerning coverages, exclusions, and limitations. Policies are available for review upon request.

While the OCIP is intended to provide uniform coverages and reasonable limits, the OCIP is not intended to meet all the insurance needs of the Contractor and all eligible Subcontractors who have been properly enrolled. Contractor and eligible Subcontractors enrolled in the OCIP agree that they will discuss the OCIP with their insurance agent or consultant to ensure that proper coverages are maintained. It is the contractors' responsibility to notify their agent that the work performed on-site will be insured under an OCIP.

1) **Workers' Compensation and Employers' Liability Insurance** (Off-site operations are excluded unless locations are scheduled & approved by the Owner and OCIP insurance carriers) with Statutory Limits with All States Endorsement and minimum Employer's Liability Limits will be provided as follows:

- a) \$1,000,000 Bodily Injury with Accident - Each Accident;
- b) \$1,000,000 Bodily Injury by Disease - Policy Limit
- c) \$1,000,000 Bodily Injury by Disease - Each Employee; and

Each Enrolled Contractor will be issued a separate Workers' Compensation policy. The premium and loss experience on the Project Site will be reported to the appropriate rating authorities in the normal manner for use in calculating Enrolled Contractors' future experience modifiers. OCIP loss experience will impact Contractor's future insurance costs and, therefore, compliance with the project safety guidelines will directly benefit all Contractors.

2) **Commercial General Liability Insurance**, (Off-site operations are excluded unless locations are scheduled & approved by the Owner and OCIP insurance carriers) will be provided on an "occurrence" form under a single liability policy. Certificates of insurance will be provided to the Contractor and all tiers of eligible Subcontractors reflecting the following Limits of Liability, Coverages, and Terms:

a) Limit of Liability: Limits of Liability Shared by all Enrolled Contractors	
General Aggregate Limit (Other than Products – Completed Operations)	\$4,000,000
Product-completed Operations Aggregate Limit	\$4,000,000
Personal and Advertising Injury Limit (Any One Person or Organization)	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Legal Liability (Any One Fire)	\$250,000
Medical Expense Limit (Any One Person)	\$10,000

- b) Coverage and Terms:
 - i) Occurrence Basis;
 - ii) Products;
 - iii) Contractual Liability specifically designating the indemnity provision of this agreement as an insured contract;
 - iv) Completed Operations (Six Year Term);
 - v) Independent Contractor/Subcontractor's Liability;
 - vi) Personal Injury; Explosion, Collapse, and Underground (X, C, U) exclusion deleted;
 - vii) Coverage limited to any Designated Project;
 - viii) General Aggregate Limits will apply per project and annually;
 - ix) Products and Completed Operations Aggregate Limit applies once or all projects and applies once for the policy period and extended completed operations period combined; and

- x) Policy Exclusions include (but are not limited to) asbestos, pollution, mold, professional liability, employment practices, EIFS, impaired property and work or operations performed away from any Designated Project Site.
 - c) If a claim arises under the Owner provided Commercial General Liability OCIP policy from the partial or sole negligence of a Contractor or Subcontractor, or for violation of any OCIP Safety Requirements, such Contractor or Subcontractor shall be responsible for reimbursing the Owner's deductible to the extent of their respective negligence, as determined solely by owner, up to a maximum of \$10,000 per occurrence per Contractor.
 - d) The limits of liability detailed under 2) a) apply to construction operations within the property boundary of the applicable Airport under the management of MSCAA and as per the issued policies' definitions.
- 3) **Umbrella and Excess Liability Insurance** (Off-site operations are excluded)
- a) Limits of Liability Shared by all Enrolled Contractors
 - i) \$100,000,000 per Occurrence
 - ii) \$100,000,000 Aggregate
 - iii) \$100,000,000 Products / Completed Operations Aggregate
- 4) **Builder's Risk Insurance** will be provided on "All-Risk" coverage on a replacement cost basis, subject to the limits of the insurance policy. This insurance will include the interests of the Owner the Contractor and all tiers of Subcontractors in the Work. The Builders Risk policy will not provide coverage against loss by theft or disappearance of any materials (unless the materials are to be incorporated into the Project), tools, or equipment of the Contractor or any tier of Subcontractor, or any other person furnishing labor or materials for the Work. The Contractor shall be responsible for a deductible of \$25,000 for each and every loss.

ACCIDENT REPORTING AND CLAIMS PROCEDURES

When accidents happen, everyone needs to work together. Even though the Contractors and each Subcontractor has instituted tough safety measures, work-related accidents are bound to occur. When they do, the OCIP Insurers stand ready to serve the Contractors and Subcontractors, but they need help if they are to perform this service in the most effective and efficient manner.

Each Contractor/Subcontractor should have the claims procedures and emergency numbers posted on the jobsite and in all vehicles.

The Insurer will have a claims adjuster available to handle all Commercial General Liability and Workers' Compensation claims.

The Insurer will arrange for legal counsel to handle all lawsuits emanating from the project.

Never discuss any accident or claim with anyone except authorized representatives of MSCAA, Contractor, the Insurer(s), and the Owners Insurance Broker or Law Enforcement agencies.

MSCAA Emergency Procedures (Serious Injuries)

1. Contact MSCAA Emergency Dispatch at **(901) 922-8333 (DO NOT call 911)**. Specific directions should be given to the accident scene. If the accident occurred in the SIDA area, give location in relation to an active taxiway/runway. If outside the SIDA, give location relative to a street or construction gate. Explain the extent of injuries.
2. Notify the on-site OCIP Safety Coordinator, Wes Shelby, (901) 604-2136 (cell).
3. Methodist South Hospital Emergency Room, 1300 Wesley Drive, Memphis, TN, will be used (901) 516-3700, the decision on the treating medical facility will be made by the EMT, in serious cases, Regional One Medical Center may be used.
4. Contractors must have currently qualified First Aid personnel on site at all times. First Aid supplies must be readily available and maintained, including rubber gloves to protect First Aid personnel against blood borne pathogens, etc.
5. After the call for emergency unit is made to MSCAA, the contractor should send escorts to all locations where the emergency unit could enter the site.
6. If the injured employee does not speak English, send a good interpreter to the treating medical facility.
7. The Contractor should provide the Medical Facility with a completed Authorization for Treatment form (sample provided in the OCIP Manual).

A. Workers' Compensation Claims

1. Seek immediate medical attention for the injured person(s).
2. Immediately notify your supervisor and project manager of the situation.
3. Notify the on-site OCIP Safety Coordinator, Wes Shelby, (901) 604-2136 (cell). If you cannot reach Wes, please leave a voice mail message.
4. Complete a **First Report of Injury form** and the **Claim Reporting Cover Sheet** (include appropriate Location Code) and forward to **Zurich Insurance Company** via fax **877-967-2567** or email usz_carecenter@zurichna.com immediately. If not possible, then send before the end of the business day.
5. MSCAA the Contractor's safety representative or designated person will transport the injured worker to

Concentra Medical Center
2831 Airways Boulevard
Suite 102
Memphis, TN 38132
Phone: (901) 348-0200
Hours: 8a.m. to 8p.m. (Mon. – Fri.)

If accident occurs and Concentra Medical Center is not open:

Methodist South Hospital
1300 Wesley Drive
Memphis, TN 38116
Phone: (901) 516-3700
24 Hours, 7 days per week

Or

Baptist Memorial Hospital DeSoto
7601 Southcrest Parkway
Southaven, MS 38671
Phone: (662) 349-4000
24 Hours, 7 days per week

6. Complete the **Accident Investigation Form** and forward it along with the **Claim Reporting Cover Sheet** to Wes Shelby, OCIP Safety Coordinator (e-mail: Wes.Shelby@willis.com, fax: (901) 345-6636, or mail: 4225 Airways Blvd., Memphis, TN 38116 before the end of the day.
7. Receipt of Acknowledgement of Claim and claim number from Zurich Insurance Company will be sent to the contact person provided on the Claim Reporting Cover Sheet and to Wes Shelby, OCIP Safety Coordinator. The claim number should be used for future reference.
8. All medical bills, hospital bills, etc. should be forwarded to Zurich Insurance Company identifying the injured employee and claim number.

After Hours / Close of Business Claims Reporting

1. Call Zurich Insurance Company at (800) 987-3373.
2. Tell the Zurich representative that an injury just occurred and that you need to be routed to the on-call specialist to authorize treatment.
3. You will either be placed directly in touch with the on-call person, or the on-call person will be paged and will return your call within two hours.
4. If hospital needs to speak with Zurich directly, the contractor will have to supply the hospital name and phone number to Zurich, and they will call the hospital directly.

B. Commercial General Liability Claims

Any occurrence involving Bodily Injury or Property Damage to members of the public that is NOT caused by an automobile accident.

1. Seek immediate medical attention for any injured person(s).
2. Immediately notify your supervisor and project manager of the situation.
3. Notify the on-site OCIP Safety Coordinator, Wes Shelby, (901) 604-2136 (cell). If you cannot reach, please leave a voice mail message.
4. Complete the **Claim Reporting Cover Sheet** (include appropriate Location Code) and forward to Zurich Insurance Company via fax **(866) 691-7068** or email usz_carecenter@zurichna.com immediately. If not possible, then send before the end of the business day.
5. Complete the Accident Investigation Form and Claim Reporting Cover Sheet (include appropriate Location Code) and forward to Wes Shelby, OCIP Safety Coordinator, (e-mail: wes.shelby@willis.com, fax: (901) 345-6636, or mail: 4225 Airways Blvd., Memphis, TN 38116.
6. Receipt of Acknowledgement of Claim and claim number from Zurich Insurance Company will be sent to the contact person provided on the Claim Reporting Cover Sheet and to Wes Shelby, OCIP Safety Coordinator. The claim number should be used for future reference.
7. All investigation reports, pictures, medical bills, hospital bills, etc should be forwarded to Zurich Insurance Company identifying the injured individual, claimant and claim number.

C. Duties in the event of a claim or suit

1. Follow the claims reporting procedures above.
2. You must see to it that the OCIP Safety Coordinator, Wes Shelby, is notified promptly of an "occurrence" which may result in a claim. Notice should include:
 - a. How, when and where the "occurrence" took place, and;
 - b. The names and addresses of any injured persons and witnesses.
3. If a claim is made or "lawsuit" is brought against any insured, you provide written notice of the claim or "lawsuit".
4. You and any other involved insured must:
 - a. Cooperate with the Insurer in their investigation, settlement or defense of the claims or "suit"; and
 - b. Assist the Insurer, upon their request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
5. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without Insurer's consent.

D. Automobile Claims

Even though no Automobile Liability or Physical Damage coverage is provided under the OCIP, the Contractor/Subcontractor must notify Wes Shelby, OCIP Safety Coordinator, in writing of any automobile accident which could be related to the project. This should be done as soon as possible following the accident.

E. Contractor's Equipment Claims

Even though no coverage is provided under the OCIP for loss of or damage to Contractor's or Subcontractor's owned equipment the Contractor/Subcontractors must notify Wes Shelby, OCIP Safety Coordinator, in writing, of any loss or damage to their equipment at the project. This should be done as soon as possible, following first knowledge of loss or damage.

F. Miscellaneous Claims Notes

1. Any incident that involved injury to persons or property is to be reported to Wes Shelby, OCIP Safety Coordinator's office immediately.
2. Any claims adjuster representing a Contractor/Subcontractor's normal insurer who seeks to come onto Any Designated Project site must obtain written authorization from Wes Shelby, OCIP Safety Coordinator, prior to coming on the site. There will be no exceptions to this stipulation.

FORMS

Zurich Claim Reporting Cover Sheet

Incident Investigation Report

Workers' Compensation Referral Slip for Injured Employees

Authorization to Treat

Form 1 – Notice of Sub-contract Award

Form 2 – Enrollment Form

Form 4 – Notice of Anticipated Completion

Certificate of Insurance

ZURICH CLAIM REPORTING COVER SHEET

Email to: USZ_CARECENTER@ZURICHNA.COM

OR

Fax to: (866) 691-7068

Account Name: **Memphis Shelby County Airport OCIP IV**

Master WC policy #: **WC 0183275-00**

Master GL Policy #: **GLO 0183276-00**

Project Location: _____

Subcontractor/Employer: _____

Subcontractor/Employer Policy Number: _____

Contact Name: _____

Contact Phone Number: _____

Contact Fax Number: _____

Location Code: _____

Injured Worker: _____

Attention Zurich Representative – Please fax the receipt and claim number immediately to the contact above.

Incident Investigation Report

(To be completed within 24 hours by Supervisor at time of incident)

INJURED EMPLOYEE INFORMATION

Employee Name	_____	Male	_____	Femal	_____	Date of Birth	_____	Ht.	_____	Wt.	_____
Employee Address	_____										
	Street	_____	City	_____	State	_____	Zip Code	_____	Home Phone	_____	
Employer Name	_____				Address	_____					
Date of Incident	_____	Time	_____	AM/PM	_____	Jobsite/Area	_____				
Employee Job Title	_____					Length of Employment	_____				
Weather Condition	_____				Shift	_____	Supervisor	_____			

UNSAFE ACTS

What actions caused or contributed to the incident?

_____ Operating equipment without authority
_____ Failure to warn/signal
_____ Failure to secure/lock out/tag out
_____ Reaching into/servicing equipment in operation
_____ Making safety devices inoperable
_____ Used defective equipment
_____ Took unsafe/improper position
_____ Horseplay, disruptive actions
_____ Improper lifting or movement
_____ Other: _____
_____ No unsafe action

UNSAFE CONDITIONS

What conditions of tools, equipment, or environment contributed to incident?

_____ Inadequate guard/barrier/safety device
_____ Inadequate/improper protective equipment
_____ Inadequate warning system
_____ Defective or work tools/equipment materials
_____ Congestion or restricted area
_____ Fire or explosion hazard
_____ Hazardous storage method
_____ Unsecured against movement
_____ Lighting/noise/visual obstruction
_____ Environmental/atmospheric conditions
_____ Other: _____
_____ No unsafe condition

What actions caused or influenced above unsafe acts?

_____ Unaware of job hazards
_____ Inattention to hazards
_____ Unaware of safe method/procedure
_____ Tried to gain or safe time
_____ Influence of fatigue/illness
_____ Influence of emotions/stress
_____ Defective vision/bodily defects
_____ Under influence of alcohol or drugs
_____ Failure to enforce procedures/rules
_____ Other: _____

What caused or influenced above unsafe condition?

_____ Defective/worn from normal use
_____ Defective/worn from abuse/misuse
_____ Housekeeping/cleaning failure
_____ Lack of preventative maintenance
_____ Inadequate maintenance
_____ Exposure to environment
_____ Inadequate purchasing
_____ Safety inspection failure
_____ Other: _____
_____ Unknown

INJURY/ILLNESS DATA

Describe the nature and extent of injury/illness (body part affected, type of injury, etc.) _____

Was first aid administered? Yes No If yes, what type and by whom _____

Was employee taken to hospital/clinic? Yes No If yes, list name, address and phone number of hospital/physician/nurse attending _____

List any eyewitnesses to the incident and others who might provide information about the incident _____

INCIDENT/ILLNESS EVALUATION

How did the incident occur? Describe in detail the task the employee was doing when injured or became ill. Include specifics such as equipment, structure tools, materials, objects (size, shape, and weight), people involved in the task, positions, distances, rate of movement, sequence of events, etc.

(Attach any additional information comments, documentation of interviews, sketches, pictures, etc. as necessary)

Incident Investigation Report

Incident/Illness Evaluation (continued)

Type of exertion/body motion during injury: Pull Lift Bend Reach Twist Other
 Was this the employee's regular job? Yes No How much experience does this employee have on this job? _____
 Was the employee trained in this job or task? Yes No When was last training on this task? _____
 Was this the employee's first job-related injury or illness? Yes No If no, briefly describe previous injuries (date, nature, extent, etc.) _____

Hours of overtime worked in last 24 hours _____ Did this possibly contribute to incident? If so, describe _____

Does a safety rule or policy apply to this task? Yes No If yes, describe rule and how employee followed or violated _____

Does a specific procedure for task exist? Yes No If yes, describe procedure briefly and if it was followed _____

Is protective equipment required for this task? Yes No If yes, describe equipment, if it was used, if it was adequate/functioned properly, and if the employee(s) were trained on it. _____

Is there possibly any third party which contributed to the incident? (Other contractors, employee, etc.) Yes No
 If yes, describe. _____

Did any unsafe physical/environmental conditions exist? Yes No If yes, describe conditions (physical, mechanical, electrical, etc.) which contributed to the incident _____

Is material handling equipment required for this task? Yes No If yes, was it used and did it function properly? _____

- Possible actions to be taken to prevent reoccurrence
- | | | |
|--|---|---|
| <input type="checkbox"/> Reinstruction of employee(s) involved | <input type="checkbox"/> Do/revise Job Safety Analysis | <input type="checkbox"/> Repair/replace/modify equipment |
| <input type="checkbox"/> Preventative instruction of others who do job | <input type="checkbox"/> Revise/establish safety rule | <input type="checkbox"/> Improve clean-up procedure |
| <input type="checkbox"/> Training of employee(s) | <input type="checkbox"/> Reassign employee to another job | <input type="checkbox"/> Improve inspection procedure |
| <input type="checkbox"/> Action to improve enforcement | <input type="checkbox"/> Require/replace protective equipment | <input type="checkbox"/> Eliminate/reduce congestion |
| <input type="checkbox"/> Reprimand/discipline of employee(s) involved | <input type="checkbox"/> Install safety guard device | <input type="checkbox"/> Improve design/construction |
| | | <input type="checkbox"/> Improve environmental conditions |

CORRECTIVE ACTION(S) TAKEN OR PLANNED

What was/will be done	By Whom	Estimated Completion Date	Completion Confirmed	
			Date	Initials

Incident discussed with employee to prevent reoccurrence? Yes No Date _____
 Any disciplinary action taken? Yes No If yes, describe what type. _____

FOLLOW UP COMMUNICATION

- YES NO Incident site reviewed by supervisor with employee (and safety coordinator if applicable.)
 YES NO Incident review meeting conducted. Attended by _____
 YES NO Employee or supervisor reviewed incident with work group.
 YES NO Employee reviewed injury with safety committee
 YES NO Project Safety informed of incident

Date of Report _____ Prepared by _____ Title _____

Reviewed by _____ Superintendent _____ Signature _____

MSCAA OCIP IV

4225 Airways Blvd.
Memphis, TN, 38116

WORKER'S COMPENSATION REFERRAL SLIP FOR INJURED EMPLOYEES

On-Site EMT: (901) 922-8333

Authorized Clinic: **Concentra Medical Center**
2831 Airways Boulevard
Suite 102
Memphis, TN 38132
(901) 348-0200 (Phone)
(901) 348-0046 (Fax)

Clinic Hours: 8 a.m. to 8 p.m. (Mon. – Fri.)

Authorized After- **Methodist South Hospital**

Hours Clinics: **1300 Wesley Drive**
Memphis, TN 38116
(901) 516-3700

Baptist Memorial Hospital DeSoto

7601 Southcrest Parkway
Southaven, MS 38671
(662) 349-4000

Employee Name: _____ Date: _____

Employer: _____ Employer Policy Number: _____

Location Code (if known): _____ Claim Number (if known): _____

Account Name: **Memphis Shelby County Airport Authority OCIP IV**
Insurer: **Zurich**
Master Policy Number: **WC 0183275-00**

Instructions for medical facility:

The person listed above has been injured on the job. Please provide the employee with medical treatment per OCIP protocol.

MSCAA OCIP IV
Authorization to Treat

Local Office Information

Company Name: _____
Designated Representative: _____
Address: _____
Phone: _____ **Fax:** _____ **E-mail:** _____

Billing Information for Drug Screens

Company Name: **Zurich North America**
Address: PO Box 968077
Schaumburg, IL 60196-8077
Phone: (800) 366-8366 **Fax:** (615) 872-1303

Insurance Information for Work Comp Carrier

Company Name: Zurich American Insurance Company **Master Policy #: WC 0183275-00**
Address: PO Box 968077
Schaumburg, IL 60196-8077
Phone: (877) 928-4531 **Fax:** (866) 691-7068

Services Required

Worker's Comp Injuries _____

Drug Screen Required For (employer to check necessary testing):

<input type="checkbox"/> Pre-Employment	<input type="checkbox"/> Random
<input type="checkbox"/> Probable Cause	<input type="checkbox"/> Post Accident
<input type="checkbox"/> Urine (collection only)	<input type="checkbox"/> Breath Alcohol
<input type="checkbox"/> Test Cup (Cocaine, PCP, etc.)	

Treating Medical Center: Please be advised if negative, DO NOT send out. Be sure to mark on the Chain of Custody (COC) the information for the employer:

Employer: _____ **Fax:** _____

Special Instructions: Use TEST CUP. Do NOT send out unless the test reads positive.

Fax results to designated employer listed above.

Company Authorized Signature:

Date:

MSCAA IV - FORM 1

**MSCAA OCIP IV
Notice of Subcontract Award and Request For Insurance**

Willis Towers Watson
Sharyn Malachi
500 N. Akard Street Suite 4300
Dallas, TX 75021

Phone: (770) 548-3702

E-mail: sharyn.malachi@willistowerswatson.com

RE: Project Name: _____

This is to inform you that we have awarded the following subcontract to the following Subcontractor:

Name of Firm: _____

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

Phone: (____) _____ Fax: (____) _____

Office Contact: _____ E-Mail: _____

Type of Work: _____ Job # _____ Contract Value: \$ _____

Award Date: _____ Estimated Start Date: _____

Awarding Contractor: _____

By: _____

Title: _____

Date: _____

Prime Contractor (if different) _____

DO NOT complete this form for your own company.

A Form-1 should be completed on each of your Subcontractors.

- **Award Date – date Notice to Proceed was given (Verbally or in Writing)**

- **Start date is mandatory – date shown will be the effective date of coverage.**

Any Contractors or Subcontractors who enrolls in the OCIP 30 days after their start date will have to provide a No Known Loss Letter to the Carrier along with the enrollment documentation.

- New Award
- Additional Contract
- Time & Material Contract
- Short Term (< 30 days)
- Small Contract (< \$30,000)

MSCAA OCIP IV ENROLLMENT FORM

Project: _____

CONTRACTOR'S INFORMATION

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

CONTRACT INFORMATION

Contract Value: \$ _____

Job Name/Description: _____ Contract/JOB #: _____
 Awarding Contractor: _____ Prime Contractor: _____
 Award Date: _____ Start Date: _____ Est Completion Date: _____
 Self Performed: _____ %, Est. CV \$: _____ Subcontracted _____ %; Est. CV \$: _____
 Est. # of Subcontractors _____ Est. Man hours _____ DBE/MBE/WBE: _____

CURRENT INSURANCE INFORMATION:

Contractors' Insurance Broker or Agent:

PLEASE PRINT

Company Name: _____ Contact: _____
 City/State/Zip: _____ Phone: (_____) _____

WORKERS' COMPENSATION

Current Experience Modifier: ____ (Provide documentation confirming)

W.C. Classification	W.C. Class Codes	Estimated Payroll
1.		
2.		
3.		
4.		

It is each Contractor's responsibility to notify its own insurance carrier to exclude all work to be done under this contract from your current insurance program. Any Contractors or Subcontractors who enrolls in the OCIP 30 days after their start date will have to provide a No Known Loss Letter to the Carrier along with the enrollment documentation.

Contractor warrants that the insurance costs for coverages provided by the Owner have been removed from the bid and no eligible Subcontractor has been charged by the Contractor for its participation in the OCIP. The OWNER, or their Agent, is granted permission by Contractors to inspect the insurance and payroll records. At completion of the Work, Owner's Agent shall have the right to audit the project payroll records of Contractors. Any and all returns of premiums, dividends, discounts or other adjustments to any OCIP policy, including rights of cancellation, is assigned, transferred and set over absolutely to OWNER. This assignment is valid for insurance policies whose premiums have been paid by the OWNER on behalf of such Contractors.

Signed _____ Title _____ Date _____

Send this Form to:

**Willis Towers Watson
 Sharyn Malachi
 500 N. Akard St., Suite 4300
 Dallas, TX 75021**

**Phone: (770) 548-3702
 E-Mail: Sharyn.Malachi@willistowerswatson.com**

MSCAA OCIP IV
NOTICE OF ANTICIPATED COMPLETION
(to be submitted with Final Pay Request)

Send this Form to:

Willis Towers Watson
Sharyn Malachi
500 North Akard St., Suite 4300
Dallas, TX 75201

Phone: (770) 548-3702
E-mail: sharyn.malachi@willistowerswatson.com

Please be advised, we, _____ are scheduled to complete our work for:
Awarding Contractor: _____ Prime Contractor: _____

Project Description: _____ Actual Start Date: _____ Completion Date: _____

Reported Contract Value: _____ Final Contract Value: _____

Self Performed Work: _____ Subcontracted Work: _____

Estimated WC On Site Payroll: _____ Final WC On Site Payroll: _____

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

<u>Subcontractors</u>	<u>Reported Contract Value</u>	<u>Final Contract Value</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This is our contract: YES NO

We are still working on the following contracts:

<u>Location Code</u>	<u>Awarding Contractor</u>	<u>Prime Contractor</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Your Company's Name: _____ Date: _____

By: _____ Title: _____

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information:

Name: _____ Phone: _____ Fax: _____ E-Mail: _____

Address: _____ City: _____ State: _____ Zip _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Agent Company Name Address City, State ZIP Attn:	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED OCIP Enrolled Contractor	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
	INSURER A : AM BEST Rating A- VII or better	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <i>Applies to Off Site Risks</i>	X	X				EACH OCCURRENCE	\$1,000,000
X	COMMERCIAL GENERAL LIABILITY						DAMAGES TO RENTED PREMISES(Ea occurrence)	\$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS-COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <i>Applies to Off and On Site Risks</i>	X	X				COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
X	ANY AUTO						BODILY INJURY(Per person)	\$
X	ALL OWNED AUTOS						BODILY INJURY(Per accident)	\$
X	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	SCHEDULED AUTOS							\$
	NON-OWNED AUTOS							\$
X	UMBRELLA LIAB	X					EACH OCCURRENCE	\$1,000,000
	EXCESS LIAB						AGGREGATE	\$1,000,000
	DED							\$
	RETENTION \$							
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY <i>Applies to Off Site Risks</i>	N/A	X				X WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$1,000.00
							E.L. DISEASE - EA EMPLOYEE	\$1,000.00
							E.L. DISEASE - POLICY LIMIT	\$1,000.00
	OTHER							0

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers' Compensation and Commercial General Liability coverages shown above do not apply to any Designated Project at the Memphis International Airport – only for off-site activities/operations. The Memphis-Shelby County Airport Authority, its officers, commissioners, representatives, agents and employees ATIMA and [AWARDING CONTRACTOR] are additional insureds applicable to the Auto Liability Insurance and off-site Commercial General Liability insurance policies including Excess Umbrella. 30 Day Notice of Cancellation or Non-Renewal other than 10 days for non-payment of premium is provided to MSCAA. Waiver of Subrogation in favor of MSCAA is provided by all policies.

CERTIFICATE HOLDER

MSCAA OCIP
c/o Willis Towers Watson
Attn: OCIP Administrator
500 North Akard St., Suite 4300
Dallas, TX 75201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE