



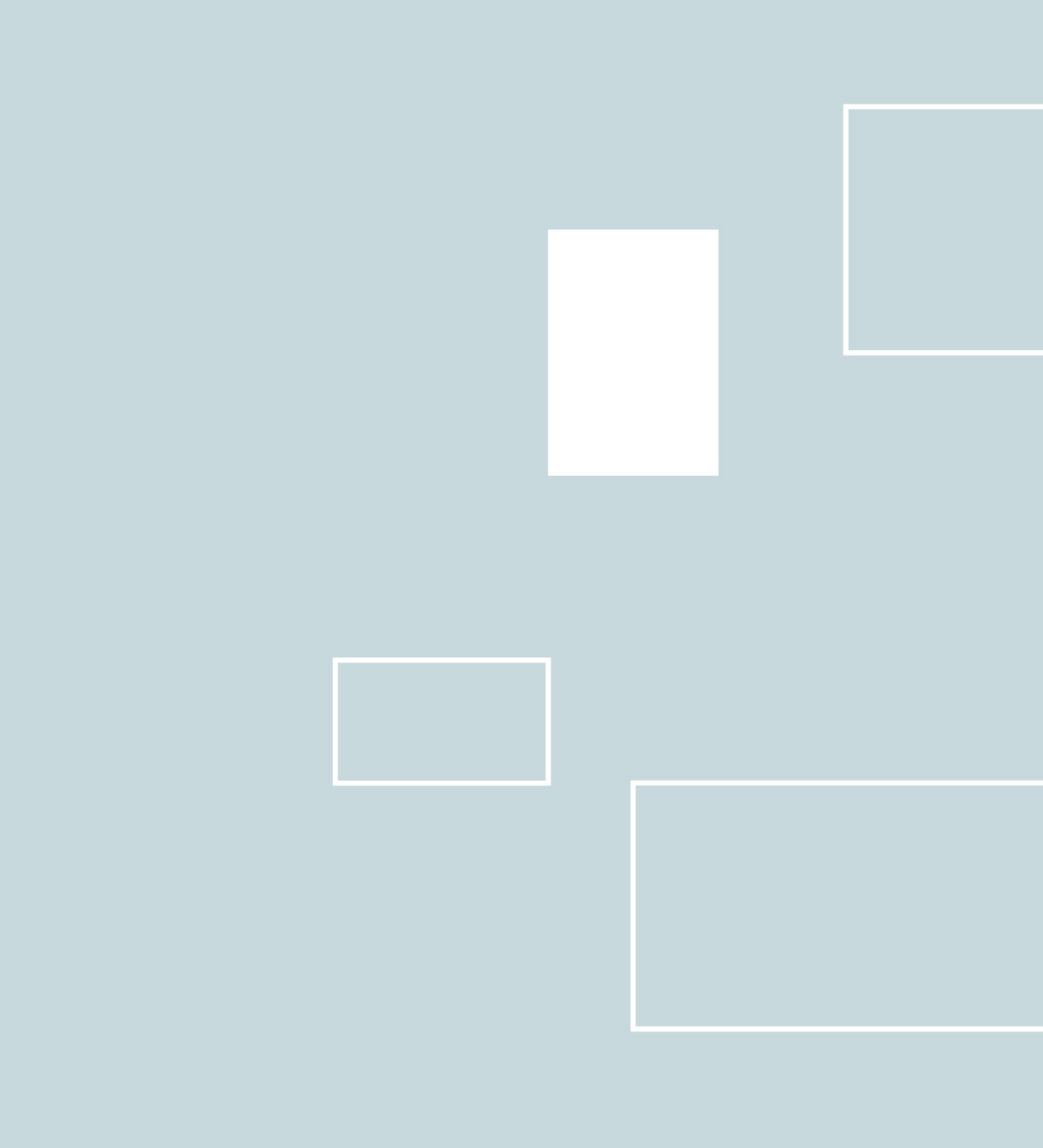
Owner Controlled Insurance Program (OCIP)

Insurance Manual for Contractors

Newark Terminal 1



Updated March 2022



This manual is a general guide of the Owner-Controlled Insurance Program with reference to the Newark Terminal 1 Contractor Insurance Program of The Port Authority of NY & NJ. It is not intended to modify, amend, or alter any provision of your Contract, the insurance policies, or insurance certificate. In any manner that the manual conflicts, in any respect, with the language of such documents, the provisions of the actual Contract or insurance document will govern. Insurance is not effective until a Certificate of Insurance is issued by Willis Towers Watson (WTW).

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Section 1: Introduction

To reduce the cost of Contracts, The Port Authority of New York and New Jersey ('Port Authority') has elected to purchase and administer an Owner-Controlled Insurance Program ('OCIP') for the construction activity of specific Contractors of all approved tiers.

Only Port Authority-designated Prime Contractors and their approved Sub-Contractors of all tiers will be subject to the provisions of the OCIP. The provision for insurance shall in no way be interpreted as relieving any of the parties of any responsibility whatsoever. The presence of an OCIP is not a representation by Port Authority and its related entities of adequacy of insurance. It is the responsibility of the Contractors of all tiers to review the actual insurance policies for coverage terms and conditions of such policies under the OCIP. Contractors may carry, at their own expense, such additional insurance as they may deem necessary, in addition to the section "Insurance Procured by Contractor" as required by Contract.

This manual is intended to provide a general OCIP overview, be informative as to the insurance afforded, outline the program administration, and identify Contractors' obligations. This manual is neither an insurance policy nor does having this manual imply coverage. All questions concerning the program and/or confirmation of coverage should be referred to:

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General Manager – Risk Financing Treasury

Port Authority of NY & NJ

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150 Greenwich Street, 19th Floor
New York, NY 10007

Phone: 646-265-9245

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Giovanni Villar

Client Advocate – Construction

Willis Towers Watson Northeast, Inc.

Brookfield Place
200 Liberty Street, 7th Floor
New York, NY 10281-1003

Phone: 212-915-8626

giovanni.villar@willistowerswatson.com

Section 2: Directory

OCIP Sponsor

The Port Authority of New York & New Jersey, 4 WTC, 150 Greenwich Street, New York, NY 10007

| Responsibility | Role | Name | Telephone/Mobile | E-Mail Address |
|----------------|------------|----------------|------------------|--------------------------------------------------------------|
| Treasury | Management | Nancy Medwid | 212 435 5860 | nmedwid@panynj.gov |
| WC Treasury | Management | Erika Graham | 212 435 5853 | egraham@panynj.gov |
| Treasury | Management | Kim Baum | 212 435 5837 | kbaum@panynj.gov |
| Law | Management | Nicole Mikulas | 212 435 3424 | nmikulas@panynj.gov |

OCIP Manager

Willis Towers Watson Northeast, Inc., Construction Practice, 200 Liberty Street, New York, NY 10281

| Responsibility | Role | Name | Telephone/Mobile | E-Mail Address |
|----------------|-------------------------|---------------------------------------------------|----------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Management | OCIP Manager | Sonia Drexler | 212 915 7998 | sonia.drexler@willistowerswatson.com |
| Claims | Workers Compensation | Julie Sanchez | 212 309 3497 | julie.sanchez@willistowerswatson.com |
| Claims | General Liability | Shakira Dixon | 212 915 8654 | shakira.dixon@willistowerswatson.com |
| Claims | Builder's Risk | Michael Kennedy | 212 915 8097 | michael.j.kennedy@willistowerswatson.com |
| Loss Control | Loss Control Management | Frank McIntyre | 631 742 0351 | frank.mcintyre@willistowerswatson.com |
| Enrollments | OCIP Administration | Olga Fiallos Ayana Burke-Watson Mike Cimino | 212 309 5545 212 309 3841 212 309 3742 | PANYNJEnroll@willistowerswatson.com |

Claims Administration

Workers' Compensation: Sedgwick, P.O. Box 183188, Columbus, Ohio 43218

Claim Reporting Email Address: 7424PANewark@sedgwick.com

| Role | Name | Telephone | E-Mail Address |
|--------------------------|------------------|----------------------------|----------------------------------------------------------------------------------|
| WC Claims Team Lead | Barbara Hullihen | 856-396-2602 ext. 62602 | barbara.hullihen@sedgwick.com |
| Client Services Director | Cara Lee | 985 624 6757 ext. 13311 | cara.lee@sedgwick.com |

General Liability: John R. Riddle & Associates, LLC, 125 Half Mile Road, Suite 200, Red Bank, NJ 07701

PANYNJ Loss Reporting Email: PAConstructionClaims@panynj.gov

| Role | Name | Telephone | E-Mail Address |
|---------------------|---------------|--------------|------------------------------------------------------------|
| Claim Administrator | Leslie Riddle | 732-933-2753 | lriddle@iratpa.com |

Section 3: Program Definitions

For this Manual, the following terms shall have the following meanings:

| | |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract | <p>The written agreement entered between Port Authority and the Prime Contractor.</p> <p>Also, the Contract between any approved Sub-Contractor and its hiring Prime Contractor.</p> |
| Contractor | <p>Any individual, partnership, joint venture, firm, or corporation working on a Port Authority project site with written consent of Port Authority, requiring labor at the project worksite and designated as a participant in Port Authority's OCIP.</p> <p>Contractor is used collectively for Prime Contractors and Sub-Contractors of every tier. The term 'Contractor', for the purpose of this guide, will mean any Contractor, prime Contractor, and sub-Contractor of all tiers.</p> |
| Excluded Contractors | <p>Excluded Contractors are expressly not enrolled in the OCIP. They include but are not limited to Contractors of any tier typically working as:</p> <ul style="list-style-type: none"> ■ Asbestos removal, or any other abatement contractors (only excluded for WC) ■ Consultants ■ Demolition Contractors using explosives ■ Guard services ■ Janitorial services ■ Materials dealers ■ Manufacturers ■ Suppliers (that do not perform installation) ■ Temporary Project services ■ Truckers that merely transport materials, parts, or equipment to or from the project worksite ■ Vendors |
| General Liability Claims Administrator | John R. Riddle & Associates, LLC, working on behalf of PANYNJ |
| Insurance Broker & OCIP Administrator | Willis Towers Watson Northeast, Inc. 200 Liberty Street New York, NY 10281 |
| Insured | Port Authority and its related entities, its enrolled Prime Contractors, and approved enrolled Sub-Contractors. |
| Insurers | <ul style="list-style-type: none"> ■ Liberty Mutual ■ Lloyd's and London Companies ■ PAICE |

| | |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OCIP | <p>The Port Authority of NY & NJ Owner Controlled Insurance Program.</p> <p>The insurance coverage provided by Port Authority to designated Contractors as further defined in the Contract with Port Authority.</p> |
| Offsite | Premises other than the project site, as defined in the CIP policies. |
| Port Authority Site Safety Manager | The representative of Port Authority's Inspection & Safety Division at the Project. |
| Port Authority | The Port Authority of New York and New Jersey, Port Authority Trans-Hudson Corporation, and all subsidiaries and related entities that are affiliated, managed, owned, or controlled that are now in existence or hereafter formed or acquired. |
| Prime Contractor | <p>The Prime Contractor is the Contractor performing construction work, or other construction related services, under direct Contract with Port Authority, requiring labor at the worksite and designated as a participant in Port Authority's OCIP.</p> <p>The Prime Contractor may also be referred to as GC or General Contractor.</p> |
| Project | All work to be performed or provided at a Port Authority construction site, as defined in the Contract. |
| Project Health and Safety Program (H.A.S.P.) | The written program developed by the Prime Contractor specifically for the Project that describes the requirements and procedures for implementing a site-specific safety program. This program will apply to all the Contractor's personnel and all individuals at the Project. |
| Project Manager | A person, firm, or corporation (e.g., the Prime Contractor, and/or other entity) as designated in the Project documents, responsible for supervising and controlling all construction work performed on the Project. |
| Project Supervisor | The individual designated by a Contractor who has overall authority and responsibility for work performed by that Contractor in accordance with the Project's Health and Safety Program (H.A.S.P.). |
| Resident Engineer | The duly authorized Port Authority representative of the Engineering Department who has the responsibility for the administering of the Contract, as defined in the terms of the Contract. |

| | |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sub-Contractor | <p>Any individual, partnership, joint venture, firm, or corporation to whom the Prime Contractor sublets work with the written consent of Port Authority, requiring labor at the project worksite and designated as a participant in Port Authority's OCIP.</p> <p>The Prime Contractor must apply for written consent by submitting a properly completed Sub-Contractor Approval Request (S.A.R.) form to Port Authority's Resident Engineer's Office for approval. The term Sub-Contractor includes all lower-tier Contractors.</p> <p>It is the responsibility of the Prime Contractor to obtain written consent from Port Authority for all Sub-Contractors prior to the Sub-Contractor's start of work.</p> |
| Sub-Contractor Approval Request (S.A.R.) | <p>The form completed by the Prime Contractor used to request approval from Port Authority to utilize any Sub-Contractor. A Sub-Contractor Approval Request (S.A.R.) form must be submitted for each Sub-Contractor.</p> <p>Submittal of an SAR does not guarantee approval or enrollment into the OCIP. It is the responsibility of the Prime Contractor to obtain written consent from The PANYNJ & receive a confirmation letter from WTW for all Sub-Contractors prior to the Sub-Contractor's start of work.</p> |
| Workers' Compensation Claims Administrator | <p>Sedgwick, working on behalf of PANYNJ.</p> |

Section 4: Program Overview

The OCIP is administered by Port Authority Risk Financing Division in conjunction with Willis Towers Watson ('WTW'), which performs all services usual of a broker-client relationship with respect to each individual Contractor insured.

The following pages provide a brief explanation of the OCIP insurance coverage, incident reporting requirements, enrollment procedures, and the forms to be completed. This OCIP Manual and Forms can be found on PANYNJ website:

https://www.panynj.gov/port-authority/en/business_opportunities/Vendor-Resources.html.

It is the responsibility of the Contractor and approved Subcontractors to review and understand the actual insurance policies (available at the office of Port Authority, Treasury Risk Financing Division by appointment only) for coverage, terms, and conditions of such policies. All enrolled Contractors will receive copies of their Workers' Compensation policies electronically from WTW. Contractors of all tiers shall comply and cooperate with all obligations of the insured under or in connection with said policies.

The OCIP will provide Workers' Compensation, Commercial General Liability, Excess Liability, and Builder's Risk coverage for each approved and enrolled Contractor, where applicable. Each Contractor may, therefore, at its individual discretion, exclude this project from its practice policies. Premiums for the OCIP insurance will be paid by PANYNJ.

Contractors should maintain insurance for their operations outside of this PANYNJ Contract and any coverage not afforded under this OCIP. It is the obligation of Enrolled Contractors to notify their own insurance agents, brokers, and companies of their OCIP participation. Enrolled Contractors should ask their insurance agent or broker to review the coverage provided by the OCIP and provide any exclusionary wording from their policies (e.g. Wrap-Up Exclusions).

- The coverage to be provided to the additional insureds shall NOT contain any consolidated insurance program, i.e., "wrap-up" program, exclusions that bar coverage in instances where (1) the Subcontractor (as a named insured) is not enrolled in the "wrap-up" program, or (2) where the injury or damage that gives rise to an insurance claim occurs away from a "wrap-up" program jobsite, or (3) the injury or damage that give rise to an insurance claim occurs after the wrap up program has been cancelled, non-renewed or otherwise no longer applies.
- Alternatively, any additional insured endorsements shall not be subject to any "wrap-up" program endorsements within the policies obtained by the Subcontractor.
- Additional Insured form CG 20 10 or its equivalent is required and is not amended to deviate from the standard ISO language.

Willis Towers Watson, Port Authority, and its related entities make no representation as to the adequacy of the insurance to protect the Contractors. The Contractors should consult with their own insurance representatives to determine their own individual requirements. The Contractor is responsible for any deductibles and all claims not covered by the OCIP.

Section 5: Insurance Coverage

OCIP Coverage Provided by the Owner

The insurance described below applies **only** to the operations of each Insured at the Project as outlined in the Contract. It does not apply to any other operations or work of the Contractor at the site or the offsite operations of any Contractor, including but not limited to, its regularly established main or branch office, factory, warehouse, or other property. Insurance is not effective until a Certificate of Insurance is issued by Willis Towers Watson.

A. Workers' Compensation

A separate standard Workers' Compensation policy will be issued to each enrolled Contractor performing work at the Project. Coverage will include:

1. Workers' Compensation, including Occupational Disease, subject to the laws of New York and New Jersey.
2. Employer's Liability Coverage of:
 - \$2,000,000 Each accident
 - \$2,000,000 Each disease – each employee
 - \$2,000,000 Each disease – policy limit
3. U.S. Longshore and Harbor Workers' Act, Federal Employer's Liability Act, and maritime endorsement, as applicable.

Please refer to the actual insurance policies and your Contract. It is the responsibility of the Contractor to comply with the Workers' Compensation laws and under certain Contracts, to provide its own Workers' Compensation insurance in accordance with the requirements of where the work will take place. OCIP coverage will cease at the end of the Contract or when the Contractor/sub-Contractor(s) is/are off the job site, whichever comes first.

B. Commercial General Liability and Excess Liability

The Insurers will provide Commercial General Liability Insurance to each enrolled Contractor as follows:

1. Primary \$5,000,000 Combined Single Limit each occurrence.
2. \$290,000,000 each occurrence in excess of the \$5,000,000 primary limit.
3. Losses insured under the Commercial General Liability and Excess Liability policies may be subject to certain annual or other period aggregation of limits of liability as more fully described in the insurance policies.
4. General Liability and Excess Liability policies include the following coverage and provisions:
 - Bodily Injury and Property Damage Liability

- Completed Operations extended for six (6) years from the date of termination of the Insurance Policy or completion of the Contract, whichever comes first. “Completed Operations Liability” means liability for “Bodily Injury” and/or “Property Damage” arising out of the “Insured’s” operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the “Bodily Injury” and /or “Property Damage” happens after such operations have been completed or abandoned and happens away from the premises owned by or rented to any “Insured” (other than those premises owned or operated by the named “Insured”).
- Personal Injury Liability
- Cross Liability in respect to Bodily Injury claims
- Incidental Malpractice Liability
- Advertising Liability
- Coverage for work within fifty feet (50’) of railroad property (the railroad owner(s) will determine the need for additional railroad coverage).

5. Exclusions include, but are not limited to:

- Aircraft Liability
- Asbestos/Environmental
- Automobile Liability and Physical Damage
- Intentional acts
- Nuclear Losses
- Pollution
- Professional Services – This exclusion shall not apply to resultant Bodily Injury and Property Damage arising out of Professional Services
- Property in Insured’s Care, Custody and Control
- Watercraft Liability

C. Builder’s Risk Insurance Master OCIP

A policy of Builder’s Risk Insurance applies to all covered OCIP Contracts.

1. The Master OCIP Builder’s Risk Coverage is summarized as follows: Limits: \$1,400,000,000 per occurrence subject to a limit of liability of \$250,000,000 any one occurrence / annual aggregate in respect of Flood damage. Other certain sublimits apply such as a limit of \$20 million per occurrence for materials stored offsite and a limit of \$20 million per occurrence for materials in transit. The Contractor and the Subcontractors must refer to the policy form to determine all properties and perils included and excluded and to determine their rights and responsibilities as insureds under the policy form.

2. Deductible: \$50,000 per occurrence for all losses except for \$250,000 with respect to storm, tempest, flood, subsidence, collapse, water damage, earthquake, named windstorm, defective design, workmanship and materials. The Contractor is responsible for all losses within the deductibles and losses not covered by Builder's Risk Insurance.
3. Coverage: Includes, but is not limited to, all property to be used in or incidental to the Project, including property in the Insured's custody, property in which the Insured has an insurable interest, property for which the Insured is liable, including (but not limited to) and as more fully described in the Insurer's Completed Value Builder's Risk policy form:
 - Builder's Risk
 - Debris removal
 - Demolition and increased cost of construction
 - EDP equipment and media and extra expense
 - Expediting expense
 - Extra expense
 - Fire brigade charges and extinguishing expenses
 - Materials offsite
 - Partial payment of loss
 - Permission to occupy
 - Plans, blueprints, drawing, renderings, etc.
 - Pollutant clean-up (caused by covered perils)
 - Professional fees
 - Removal charges
 - Resulting damage from error in design, faulty workmanship, or faulty material recovered
 - Temporary works
 - Testing
 - Transit including shipments on inland or coastal waters, excluding ocean
 - Valuable papers and records
 - Waiver of Subrogation, if required in an approved Contract
4. The Builder's Risk Insurance contains various exclusions, including (but not limited to) and as more fully described in the Builder's Risk policy form:

- Aircraft
- Automobiles
- Contents/Personal Property
- Contractor's Equipment, Mobile Equipment
- Cranes and other equipment not to become permanently fixed, but used as a part of the Contract
- Machinery, Contractor's machinery, tools, temporary structures, trailers, and equipment not destined to become a permanent part of a building or structure
- Watercraft

All Builder's Risk deductibles and claims not covered by the OCIP are the responsibility of the Contractor.

Insurance Coverage to be Provided by Contractors

Please refer to your Contract for specific policy and limit requirements.

A. All Contractors (including Sub-Contractors)

All Contractors, whether enrolled in the OCIP or excluded, must evidence the following minimum insurance coverage for all operations as required by the Contract. In the event the Contractor maintains insurance in greater limits than the stated minimum, Port Authority and its related entities, its commissioners, directors, officers, partners, employees, and agents shall be included as additional insureds to the full extent of all such insurance. Further, it is the Contractor's responsibility to maintain, ensure that the type and limits of coverage are current and accurate, and to retain all Sub-Contractors' certificates of insurance. All certificates of insurance shall be turned over to Port Authority or their designee

1. Automobile Liability

- At minimum, Combined Single Limit: \$2,000,000 each accident for Bodily Injury and Property Damage.
- Coverage shall include all owned, hired, and non-owned automobiles, trucks and trailers operating and/or used by the Contractor.
- Coverage shall be primary and non-contributory for the Sub-Contractor, Prime Contractor, Port Authority, and all other indemnities named in the Contract.
- Higher limits may be required, and all Contractors should refer to their Contract for applicable Contract limits and other insurance requirements.

Contractor may also be required to provide evidence of the following coverage for all operations both on-site and offsite, depending on the scope and location of work. Please refer to your Port Authority Contract to determine responsibility and specific requirements.

2. Environmental Liability
3. Pollution Liability
4. Protection & Indemnity Liability
5. Railroad Protective Liability

B. Enrolled Contractors (including Sub-Contractors)

All Contractors enrolled in the OCIP should evidence the following coverage for offsite exposures only.

1. Workers' Compensation
2. General Liability
 - The coverage to be provided to the additional insureds shall NOT contain any consolidated insurance program, i.e., "wrap-up" program, exclusions that bar coverage in instances where (1) the Subcontractor (as a named insured) is not enrolled in the "wrap-up" program, or (2) where the injury or damage that gives rise to an insurance claim occurs away from a "wrap-up" program jobsite, or (3) the injury or damage that give rise to an insurance claim occurs after the wrap up program has been cancelled, non-renewed or otherwise no longer applies .
 - Alternatively, any additional insured endorsements shall not be subject to any "wrap-up" program endorsements within the policies obtained by the Subcontractor.
 - Additional Insured form CG 20 10 or its equivalent is required and is not amended to deviate from the standard ISO language

C. Excluded Contractors (including Sub-Contractors)

If there is a question regarding whether a Contractor should be enrolled, please contact Port Authority. All Contractors that are expressly excluded from the OCIP must evidence Automobile Liability coverage for both on-site and off-site exposures as required in the "Insurance Procured by Contractor" section of the Contract. In addition to Automobile Liability, evidence of the following coverage's may also be required.

1. Workers' Compensation
 - Will not provide coverage for any workers' compensation for the Contractor and/or subcontractors who perform any asbestos work. In such cases, the Contractor or subcontractors shall procure and maintain, at their own expense, the workers' compensation insurance in accordance with the requirements of law in the state(s) where the Work will take place, including employer's liability insurance (in limits of not less than \$1 million per occurrence).
2. General Liability
 - The coverage to be provided to the additional insureds shall NOT contain any consolidated insurance program, i.e., "wrap-up" program, exclusions that bar coverage in instances where (1) the Subcontractor (as a named insured) is not enrolled in the "wrap-up" program, or (2) where the injury or damage that gives rise to an insurance claim occurs away from a "wrap-up" program jobsite, or (3) the injury or damage that give rise to an insurance claim occurs

after the wrap up program has been cancelled, non-renewed or otherwise no longer applies

- Alternatively, any additional insured endorsements shall not be subject to any “wrap-up” program endorsements within the policies obtained by the Subcontractor.
- Additional Insured form CG 20 10 or its equivalent is required and is not amended to deviate from the standard ISO language

Certain work is excluded, or may be excluded, from the OCIP. Entities performing such work are responsible for procuring and maintaining their own insurance and must provide the necessary documentation. The following are types of typically excluded work:

1. Hazardous materials remediation, removal, and/or transport companies and their consultants.
2. Asbestos-related activities or any other environmental abatement Contractors.
3. Vendors, suppliers, materials dealers, and truckers (including trucking to the Project where delivery or removal of materials is the only scope of work performed).
4. Demolition Contractors using explosives.
5. Consultants, guard services, janitorial services, maintenance, and other temporary Project services.
6. Work performed primarily offsite, such as fabrication.

Section 6: Insurance Coverage

Management

Coverage is intended to become effective as of the date of Contract award, or in the case of a Sub-Contractor of any tier the date the Port Authority Resident Engineer has approved the Sub-Contractor. All Contractors must complete the Sub-Contractor Approval Request (SAR) enrollment process prior to entering the Project.

To avoid enrollment delays, it is critical that all forms and any additional information requested be provided by each Contractor of any tier and returned to the Primary OCIP Administrator immediately upon request. Failure to return completed forms in a timely manner may result in denial of coverage by the Insurers.

OCIP Enrollment Process

A. Prime Contractors

When the Port Authority awards a Contract to a Prime Contractor, the awarded Prime Contractor will receive an award letter.

1. After the Pre-Construction Meeting, the Prime Contractor is required to complete an OCIP Form 1 (OCIP Enrollment Information), a copy of which is included in the disk provided by Port Authority and can be found in Section 9 (Forms) of this manual.
2. The Prime Contractor will forward a copy of this completed enrollment form, along with a current non-OCIP certificate of insurance, to the Primary OCIP Administrator with a copy to the Resident Engineer's office.

B. Sub-Contractors

When a subcontract is awarded, of any tier, by the Prime Contractor, it is the Prime Contractor/GC's responsibility to submit the following items to the Resident Engineer's office:

1. S.A.R. *submittal of SAR does not guarantee approval or enrollment
2. Non-OCIP Certificate of Insurance

When a subcontract is awarded, of any tier, by the Prime Contractor, it is the Prime Contractor/GC's responsibility to submit the following items to the Primary OCIP Administrator:

1. OCIP Form 1 *submittal of Form 1 does not guarantee approval or enrollment
2. Non-OCIP Certificate of Insurance

Prior to any sub-contractor entering the project site, the Prime Contractor must receive a confirmation of OCIP enrollment containing an OCIP certificate of insurance, or exclusion letter from WTW for the sub-contractor.

Failing to submit the above items in a timely fashion will result in full OCIP exclusion. The contractor's insurance will be liable for any incidents that occur.

C. Enrolment Verification

When OCIP enrollment has been completed and confirmed by the OCIP Contract Administrator, the enrolled Contractor will receive:

1. An OCIP Certificate of Insurance, evidencing Workers' Compensation/Employer's Liability, General Liability, Excess Liability, and Builder's Risk coverage for each Contract awarded, where applicable.
2. A "Confirmation of Enrollment Letter" issued by the Primary OCIP Administrator (WTW), which lists a unique identifier ("Line Number") for each Workers' Compensation enrolled Contract.
3. Instructions to submit the required OCIP payroll via WTW's online payroll portal. Contractors will need to reach out to WTW if corrections to submitted payroll need to be made.
4. Workers' Compensation policies for New York and/or New Jersey, as applicable for the Project and work. Policies will be sent directly to the Contractor at a later date once issued by the OCIP WC carrier.

Payroll Reporting

All payroll records for each OCIP Contract must be maintained accurately and kept separate from all other work. OCIP payroll reporting is the same payroll that the Contractor would have reported to its Workers' Compensation carrier for this work as if it had not been covered under the OCIP. **The payroll you report for the OCIP is not in lieu of any other payroll reporting as required by the Contract.**

1. OCIP payroll must be entered into **WTW's ComPas** online payroll portal by the 10th of each month for the previous month's work for all active Contracts. Zero work hour and payroll values must be entered for all months where no on-site work took place. The portal can be accessed via <http://cp.wtwcompas.com>
 - To login enter your USER ID and Password
 - Please review the previously submitted payroll reports in the portal prior to making additional entries.
 - OCIP payroll can only be assigned to enrolled WC class codes for the selected Contract in the portal. Contractors will need to reach out to WTW if additional WC class codes need to be added.

If OCIP payroll is not reported in a timely manner, payment may be held until the payroll is received by the Primary OCIP Administrator (WTW), including for any Subcontractors.

2. Payroll submitted to WTW shall include the total unburdened remuneration and hours for all employees working on the project site by WC class code for each Contract.
3. For payroll on **New Jersey** Projects, the Contractor is required to provide "Unburdened Payroll" for each WC class code.
 - "Unburdened Payroll" is all on-site hours (including overtime hours) reported at regular time rates for each classification. Unburdened payroll does not include fringe benefits such as vacation, holiday, and sick pay.
4. For payroll on New York Projects, the Contractor is required to provide "Unburdened Payroll" (see definition above) and "Limited Payroll" for each WC class code.

- “Limited Payroll” is NY state capped payroll by worker and by week, according to the state district where the work is performed. Please reference the websites for the NY State Insurance Fund or NY Workers Comp Bureau for additional information.
5. OCIP payroll reporting is a separate requirement from the submission of certified payroll to the Resident Engineer’s office.

All Contractors must make their relevant payroll records and any related information available to Port Authority’s representatives, including the Insurer auditors, at any reasonable time, including post-completion of the Contract work.

Workers’ Compensation Experience Modification

Payroll and claim information for each Contractor will be filed with the New York and New Jersey Compensation Insurance Rating Boards by the Insurers, as required by law.

The individual experience modification of each Contractor will be affected by the loss experience for work performed under Port Authority Project and may directly affect the Contractor’s future insurance costs.

Change Orders

Change Order pricing must exclude the cost of insurance provided for you under this Contract.

Work Completion

Contractors must notify the Primary OCIP Administrator when they have completed all on-site work for a specific Contract. Please complete a Notice of Work Completion Form and email it to OCIP Administrator.

The form can be found on PANJNJ website:

<https://www.panynj.gov/port-authority/en/business-opportunities/Vendor-Resources.html>

Section 7: Safety & Loss Control Program

The effectiveness of the Safety & Loss Control Program will depend on the active participation and cooperation of all parties involved in construction operations. Experience has confirmed that an effective loss control program improves overall project efficiency and on-time performance, controls costs, retains skilled workers, and maintains a good public image.

Please refer to the loss control section within your Port Authority Contract that includes, but is not limited to, the following best-practice provisions.

This Section is a general guide to the safety and loss control requirements of the OCIP. The Project Health and Safety Program (A.A.S.P.) is the controlling safety document for the Project. If there are any conflicts in this Section with the language of the H.A.S.P, the provisions of the H.A.S.P. will govern.

Program Objectives

1. A requirement of this OCIP is a strong commitment to loss control and safety program on the part of all Contractors performing work at the Project site. The program objectives are to:
 - Minimize conditions and actions that could lead to accidents involving the general public, Project workers, and damage to property or equipment.
 - Accomplish cost effective construction activities.
2. Each Contractor is responsible for the safety of its employees. It shall ensure that all employees obtain the training and certification to perform all work in compliance with any applicable federal, state, and local safety codes, as well as these OCIP guidelines.

Loss Control Program Requirements

The following loss control procedures are to be incorporated into the Project:

1. All work is to be planned to minimize the potential for injury, property damage, and loss of productive time.
2. A system must be established and maintained, to provide for the prompt detection and timely correction of unsafe conditions and practices.
3. Prompt investigation and written report (see Loss Report Form in Section 9: Forms) of all accidents to determine the condition responsible for the accident and the initiation of timely corrective measures.
4. Training and educational materials to encourage cooperation and participation by all employees in the safety program. This shall include at least the following:
 - New employee safety orientation.
 - Contractor toolbox safety sessions.
 - Project Supervisor safety meetings.
 - Additional training as required by the Resident Engineer.
5. Full compliance with all Federal Occupational Safety and Health Standards and any applicable state and local laws.

Responsibilities and Authority

Each Contractor's Project Supervisor shall:

1. Have overall responsibility for all construction, maintenance, and related activities.
2. Regularly monitor all construction activities to ensure compliance with the project H.A.S.P. and must immediately notify the responsible party of any conditions or practices that may cause illness, injury, or damage.
3. Authorize timely action to correct or abate hazardous safety conditions reported or observed.
 - Where imminent danger exists, appropriate action may include immediate suspension of operations in the affected area.
4. Regularly schedule Project safety meetings, which all employees will be required to attend.
5. Cooperate with Resident Engineers and safety engineers, Broker, Third Party Administrators and Insurer Loss Control specialists, and Port Authority authorized consultants.
6. Provide and enforce the use of personal protective equipment as required under applicable federal Occupational Safety and Health Standards, state, and local laws.
7. Develop and submit to the Resident Engineer a site-specific safety plan for the scope of work to be performed on the Project.
 - The program shall comply with the stated objectives of the safety program and include descriptions of responsibility and authority at all levels of supervision.
8. Ensure that the Project is regularly monitored for potentially hazardous conditions.
 - Immediately notify the responsible Contractor of any conditions/acts that may cause illness, injury, or damage.
9. Require full compliance with all federal Occupational Safety and Health Standards and any applicable state and local laws.
10. Conduct Project surveys to monitor compliance with Safety & Loss Control Program guidelines and the implementation of the Project H.A.S.P by the Contractor.
11. Review accident investigation reports for proposed corrective action and implementation.
12. Coordinate activities of the loss control engineers and consultants as designated by Port Authority's Risk & Insurance Management team.

Section 8: Incident, Injury, and Accident Procedures

First Aid Incidents

All Contractors must make first aid available to their employees working at the Project. All incidents no matter the severity, must be immediately reported to PAPD, a PA Safety Representative, and the Resident Engineer.

Workers' Compensation Claims (Employee Injuries)

If a worker is injured at the Project worksite, the injured worker's employer must:

1. Call the primary contact, Thomas Everhart of Tutor Perini, phone # 267-738-9483. If Thomas Everhart is unavailable, please contact the secondary contact Christopher Frey of Tutor Perini, phone 848-236-784. If Thomas Everhart and Christopher Frey are unavailable, please contact John Metz of Tutor Perini, phone # 914-346-7555.
2. Tutor Perini is responsible for reporting ALL workers' compensation claims to Sedgwick on behalf of all enrolled subcontractors as follows:
 - Preliminary incident notification: Email 7424PANewark@sedgwick.com, Barbara.Hullihen@sedgwick.com and Cara.Lee@sedgwick.com
 - Tutor Perini full incident report: Email Barbara.Hullihen@sedgwick.com and claimsmail@sedgwick.com
 - OCIP PA Loss Report From: Email Barbara.Hullihen@sedgwick.com and claimsmail@sedgwick.com

Subject Line of ALL emails should include "Client #7424", injured worker's name, and date of injury.

If you need to provide additional information, you must email documents to claimsmail@sedgwick.com. Sedgwick handles all aspects of workers' compensation claims after they are reported.

General Liability Incidents

1. All bodily injury or property damage incidents involving the general public or third-party property (rather than damage to the work itself) should be considered a serious incident and reported following the claim reporting under Item 2 below.
2. Complete the Loss Report Form ([see Section 9: Forms](#)) and immediately forward as noted below.
 - One copy e-mailed PAConstructionClaims@panynj.gov .
 - One copy emailed to PANYNJ Resident Engineers Office.

3. When damage occurs to the property of others, the Port Authority Police and Project Resident Engineer should be notified immediately.
 - All repair work and subsequent invoicing must be approved by the Resident Engineer and be compliant with provisions found in Port Authority Contract.
 - Those materials, along with the completed Loss Report Form ([see Section 9: Forms](#)) should be forwarded to WTW immediately so that an Insurer's representative can schedule an inspection of the damage before repairs are begun. See e-mail address in Item 2 above.
 - Copies should also be sent to Port Authority to the attention of OCIP Claims. See address in Item 2 above.
4. Any incident which affects the public or which could potentially lead to allegations of bodily injury, personal injury, or damage to property of third parties (e.g. pedestrians, general public) must be reported. This includes, but is not limited to:
 - Damage to property outside of the Project Site
 - Any incident affecting a third party
 - Any object falling off a building or bridge
 - Damage to the property itself
 - Damage due to pollutants

Serious Incidents

1. In the event of, or potential for, a serious incident, immediately notify:
 - Port Authority Police Desk
 - Project Resident Engineer
 - PA Safety
 - WTW Safety & Loss Control at 631-742-0351
 - WTW Claims at 212-915-8664
2. Serious Incidents include, but are not limited to:
 - An incident involving the general public.
 - Any fatality.
 - Any incident that involves an amputation or potential loss of use of a limb or body part.
 - Incidents that might result in the loss of bodily functions, senses, or abilities.
 - Head injuries resulting in unconsciousness.
 - Falls from any height.
 - Major property damage, including collapse, explosion, or fire.
 - Utility disruption, causing interruption to facility operations.
 - Impairment to facility fire protection systems.
 - Any incident resulting in injury to two or more workers or individuals.

Builder's Risk Claims

Any occurrence that might fall under the Builder's Risk coverage should immediately be reported to the following so they may begin their investigation and documentation of the incident:

1. The Port Authority Police Desk
2. The Resident Engineer
3. The Project Supervisor
4. WTW – refer to Directory
5. PANYNJ – refer to Directory – *Attn: Nancy E. Medwid, Esq.*

All claim documentation, including material cost data and the Loss Report Form should be forwarded to WTW immediately so that an Insurer's representative can schedule an inspection of the damage before repairs are begun.

Accident and Incident Investigations

Contractors are required to assist and cooperate with the Port Authority Site Safety Manager and Port Authority representatives regarding all accident and incident investigations and, when necessary, assist in attaining:

1. Protection and preservation of the scene
2. Tagging and securing evidence
3. Collection of tools, equipment, and materials
4. Photos of accident site
5. Witness statements
6. Evidence of a suspicious claim
7. Preservation of property
8. Other information or action required

Correspondence and Legal Documents

Immediately send all correspondence or legal documents received relative to injury or damage incidents to WTW and GL Claim Administrator – Please refer to Directory.

Section 9: Forms

You can find the following forms on PANYNJ website

<https://www.panynj.gov/port-authority/en/business-opportunities/Vendor-Resources.html>

- OCIP Enrolment Form
- Notice of Work Completion
- Loss Report Form (English & Spanish)
- Ante Medical Procedures

About WTW

At WTW (NASDAQ: WTW), we provide data-driven, insight-led solutions in the areas of people, risk and capital. Leveraging the global view and local expertise of our colleagues serving 140 countries and markets, we help you sharpen your strategy, enhance organizational resilience, motivate your workforce and maximize performance. Working shoulder to shoulder with you, we uncover opportunities for sustainable success — and provide perspective that moves you. Learn more at [wtwco.com](https://www.wtwco.com).

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