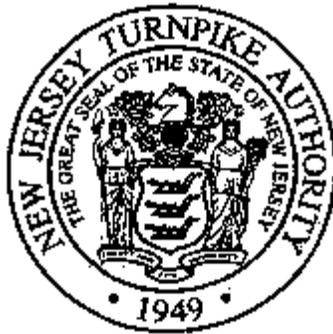


INSURANCE MANUAL

FOR:

The New Jersey Turnpike Authority

**Owner Controlled Insurance Program
(OCIP)**



OCIP

Insurance

Manual

THE NEW JERSEY TURNPIKE AUTHORITY

Interchange 6 to 9 Widening Owner Controlled Insurance Program Insurance Manual

This OCIP Manual is a Contract Document as defined in the Authority's 2004 Standard Specifications, and is fully incorporated into the Contract Documents as if fully set forth therein. In the event of a discrepancy between the terms of the other documents which comprise the Contract Documents, the terms of the other documents shall take precedence.



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Section 1 - Introduction

Overview

Welcome to The New Jersey Turnpike Authority's Owner Controlled Insurance Program.

The New Jersey Turnpike Authority (the "Authority") has arranged insurance for the New Jersey Turnpike 6-9 Widening Program under an Owner Controlled Insurance Program (hereafter referred to as "OCIP"). An OCIP is a single insurance program that insures Contractors, Subcontractors, Consultants and Sub-consultants and other designated parties, hereinafter "Enrollee(s)", for Work, as defined in the Contract Documents and herein, or Services, as defined in a Consultant's OPS, performed at the Project Site and designated off site exposures (if any). Certain parties may be ineligible for this program and will be excluded from the OCIP. These parties are identified in Section 3 of this OCIP Manual, and in the contract between the Authority and its Contractor or Consultant.

Coverage under the OCIP includes Workers' Compensation & Employer's Liability, General Liability, Excess Liability, and Contractor's Pollution Liability. Refer to Section 4 of this OCIP Manual for complete details of the OCIP Coverage for the project you are working on:

While the OCIP is intended to provide broad coverage and high limits, the OCIP is not intended to meet all the insurance needs of Enrollees. In addition to any insurance provided by the Authority, all Enrollees and Excluded Parties will be responsible for providing certain insurance as specified in Sections 5 and 6 of this OCIP Manual. We recommend that Enrollees discuss this OCIP with their insurance agent or insurance consultant to assure that all essential and/or specialized coverage are maintained.

Disclaimer:

The information in this OCIP Manual is intended to outline the OCIP. If any conflict exists between this Manual and the OCIP insurance policies or contracts between the Authority and Enrollees, the insurance policies will govern first, then the Contract Documents, then this Manual.



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Section 1 - Introduction cont.

About This Manual

This Manual is designed to identify, define and assign responsibilities for the administration of the Authority's OCIP.

What This Manual Does

This Manual:

- Generally describes the OCIP
- Identifies responsibilities of the various parties involved in the various projects covered by the OCIP
- Provides a basic description of the OCIP coverage
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP
- May be updated during the course of construction to reflect any changes in State rules and/or regulations or procedures that may be necessary, and said revised and said revisions will replace all previous versions. Copies of any revised Manual will be distributed electronically by the OCIP Administrator

What This Manual Does Not Do

This Manual does not:

- Provide coverage interpretation
- Provide complete information about coverage
- Provide answers to specific claims questions

Specific questions about the OCIP, its administration or the coverage provided should be referred to the appropriate party identified in the Project Directory section immediately following this introduction.

**NO ENROLLEE HAS THE AUTHORITY TO CHANGE, AMEND OR WAIVE
OCIP PROCEDURES OR REQUIREMENTS. ALL CHANGES MUST BE
APPROVED BY THE AUTHORITY AND OCIP ADMINISTRATOR.**



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Section 2 – Project Directory

OCIP Sponsor

The New Jersey Turnpike Authority, (the “Authority”)

OCIP Administrator

Risk Strategies Company, “RSC”

New Jersey Turnpike 6-9 Widening Program OCIP

Refer to Section 10 for full listing of contacts



RSC OCIP Website

<https://intranet.risk-strategies.com/njta/ocip/contractors>

User ID: **njtaocip**

Password: **enroll**

OCIP Insurance Carrier - Primary

Refer to Section 4

OCIP Insurance Carrier - Excess

Refer to Section 4

Additional Insurance Coverage

Refer to Section 4



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Section 3 – Project Definitions

The following definitions apply to this project and to the descriptions of the OCIP used in this OCIP Manual.

Audit

Reconciliation of estimated payrolls to reported payrolls.

Audited Payroll

The total amount of payroll expended and reported by the Enrollees for the contract and verified by an Insurance Company auditor at the sole discretion of the Authority or Insurance Company.

Change Order (CO)

As defined in the Contract Documents, a written order to the Contractor, signed by the Chief Engineer, ordering a change in the work from that shown by the original Plans and Specifications.

Composite Rating

Composite rate is the calculation of the basic rates, increased factors, credits and surcharges into a combined rate.

Consultant

Consultant shall mean any entity that has entered into an Order for Professional Services with the Authority to provide engineering, architectural, construction management, space planning, technical consultant, scientist or land surveying professional services to the Authority in connection with the OCIP.

Contract

As to this OCIP Manual, a Contract is: a written agreement between:

- 1) The Authority and a Consultant to provide Services related to an OCIP project; or
- 2) The Authority and a Contractor to provide construction Work for a project covered by an OCIP.

Contract Documents

With respect to Contractors, Contract Documents includes, without limitation: Advertisement for Proposal, Proposal Guaranty, Contract Agreement, Contract Bond, Power of Execution, Standard Specifications, Supplemental Specifications, Special Provisions, Plans, Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, Change Orders, Field Orders, and Supplementary Agreements, all of which are to be treated as one instrument whether or not set forth at length in the written Contract Agreement. For a fuller definition of Contract Documents please refer to the Authority's 2004 Standard Specifications.



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Section 3 – Project Definitions cont.

With respect to Consultants, Contract Documents shall include the Order for Professional Services entered into between the Authority and the Consultant, and any documents incorporated therein.

Contractor

Shall mean any entity undertaking the execution of the Work, as defined in the Contract Documents, including General Contractors, Construction Managers, Consultant, Design Builder or Subcontractor of Any Tier.

Enrollee

Includes Contractor, Subcontractor, Consultants and Sub-consultants of any tier providing direct services or labor or subcontracting services for the Project, as defined in the contract between the parties, who have submitted all necessary enrollment forms and have been accepted into the OCIP as evidenced by a Certificate of Insurance. Temporary labor services and leasing companies are to be treated as Eligible Enrollees.

Enrollment Form

Form to be completed by each Enrollee containing mandatory information required to enroll in the OCIP.

Estimated Payroll

The total amount of payroll, for each applicable trade classification estimated to perform work at the Project Site that was used to calculate the Initial Estimated OCIP Insurance Deduct.

Excluded Parties

Applies to contractors, subcontractors, and other individuals who are hazardous materials removal and/or transport companies, vendors, suppliers, fabricators, material dealers, drivers, or others whose function is solely to supply materials, personnel parts or equipment to and from the Project Site and who do not provide or subcontract labor. This includes but is not limited to vendors, suppliers, off-site fabricators, material dealers, drivers, truckers and crane owner/operators whose on-site employees are engaged solely in the delivery, loading, hauling, and/or unloading of material to or from the Site. Contractors and Subcontractors not working at the Project Site (such as deliverymen, truckers, haulers, etc.) and others who occasionally work/visit the Site are also excluded. Determination of who is an Excluded Contractor shall be made by the Authority in consultation with the Contractor and the Insurance Broker.



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Section 3 – Project Definitions cont.

Notwithstanding any apparent limits to the definition of "Excluded Parties" described above, the Authority reserves the right, in its sole discretion to remove or exclude (after first being included) any Contractor or Subcontractor from the OCIP, notwithstanding such party's apparent eligibility for same.

"Excluded Parties" shall not be included under the OCIP. All Excluded Parties as defined in this Paragraph are required to provide evidence of their own insurance to the Authority before access to the Site is allowed. The specific requirements are detailed in below. "Excluded Parties" may also be referred to as "Excluded Contractors" elsewhere in the Contract Documents.

Although enrollment in the OCIP is required, it is not automatic and the Authority may elect to exclude an entity from the OCIP.

Experience Modification Rating Factor

Also known as EMR or Exp Mod. The factor that is applied to each Contractor's Workers Compensation Policy which is based on that Contractor's own payroll and loss experience.

Incident

Any incident that takes place at the Project Site whether medical attention is sought or not.

Ineligible Parties

Refer to Excluded Parties and/or Excluded Contractors.

Insurer/Insurance Company/Insurance Carrier

The insurance companies named on a policy or certificate of insurance that provide coverage for the OCIP.

Notice of Work Completion Form

Form that Enrollees must complete and submit to the OCIP Administrator upon completion of Enrollee's Work on the Project Site.

OCIP

A coordinated insurance program providing certain insurance coverage as generally described in this Manual for Enrollees performing Work at the Project Site.



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Section 3 – Project Definitions cont.

OCIP Administrator

Firm appointed by the Authority to administer the OCIP, Risk Strategies Company.

OCIP Coverage

Insurance coverage provided by the OCIP.

Off-Site

Generally refers to operations outside the defined Project Site, such as at a fabrication facility.

Off-Site Certificate of Insurance (OSC)

Insurance Certificate setting forth the required coverage maintained by Enrollees beyond the OCIP coverage.

Payroll/Net Rate

The amount calculated by dividing the Estimated OCIP Insurance Credit by the Total Estimated Payroll for each Enrollee.

Project Name

New Jersey Turnpike 6-9 Widening Program

Project Site

The Project Site designated by the Authority and on file with the insurance company. The Project Site includes those activities at or emanating from contiguous areas, storage areas, work sites, temporary construction yards, staging areas, and/or any dedicated location or area in which Work, services or storage related to the Project is conducted. The OCIP does not provide insurance coverage for permanent yards or other locations of any Enrollee, except as specifically requested by an Enrollee, approved by the Authority and OCIP Administrator and added to the policies by the Insurance Carrier(s).

Reported Payroll

Payroll reported by Enrollees to the OCIP Administrator for Work expended on the Project Site.



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Section 3 – Project Definitions cont.

Safety Representative (SR)

A SR is an employee of the Contractor. The SR is required to have at least 5 years heavy construction experience in the type of work of the contract with at least 2 years in a supervisory capacity. The SR shall have completed a 30 hour OSHA Construction Safety and Health course.

Duties of the SR include, but are not limited to:

- Primary role is contract safety.
- Is key contact person for all safety-related issues for the Contractor.
- Person must be reachable 24 hours a day.
- Responsible for designating a Competent Person for each work operation for each shift.
- Ensure an alternate SR is designated for time when primary SR is unavailable – vacation, sick, etc.
- Shall be familiar with the work being performed, shall be competent to instruct others, and shall be familiar with HASP.
- Safety Representative shall have the authority to order the work to be stopped in the affected area if an unsafe condition is identified.

The SR shall appoint a Competent Person (CP). A CP shall be an employee or designee of the Contractor. The CP is required to have at least 3 years heavy construction experience and at least 1 year in a supervisory capacity in the designated work operation to which they are assigned. CP shall be given the authority to assure corrective action is accomplished. The CP shall have completed a 30 hour OSHA Construction Safety and Health course.

Duties of the Competent Person include, but are not limited to:

- A Competent Person shall be familiar with the work being performed.
- A Competent Person shall be competent to instruct others.
- A Competent Person shall be familiar with the HASP.
- A Competent Person shall have the authority to order the work to be stopped in the affected area if an unsafe condition is identified.



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Section 3 – Project Definitions cont.

Subcontractor

Includes only those persons, entities or other parties that enter into a contract with an Authority Contractor or Consultant or Subcontractors or Sub-consultants of Any Tier to perform work at the Project Site. Temporary Labor Services and Leasing Companies are included as Subcontractors.

Subcontractor of Any Tier

Subcontractors and lower tier subcontractors engaged to perform Work at the Project Site. This term shall include Sub-consultants also.

Work

With respect to Contractors, as defined in the Contract Documents, the furnishing of all labor, services, materials, equipment, tools, transportation, supplies, and other incidentals necessary or convenient for the successful completion by the Contractor of the construction described in the Contract Documents, and the carrying out of all duties and obligations imposed by the Contract Documents on the Contractor. “Work” is usually performed at or emanating directly from the Project Site. With respect to Consultants, the Work may primarily consist of services provided pursuant to an Order for Processional Services.



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Section 4 – OCIP Insurance Coverage

This section provides a brief description of OCIP Coverage. You should refer to the actual OCIP policies for details concerning coverage, exclusions and limitations.

Covered Parties

Parties covered as Named Insureds include the Authority and Enrollees. Parties included as Additional Insureds are those designated by the Authority, and any other party the Authority is required under Contract to add as an Additional Insured.

Excluded Parties

Excluded Parties are not granted any insurance coverage under the OCIP.

Excluded Parties as defined in Section 3 of this Manual must meet the insurance requirements outlined in Section 6 and provide evidence of coverage to the Authority and the OCIP Administrator.

Evidence of Coverage

Upon compliance with all requirements of the OCIP, the OCIP Administrator will provide a Certificate of Insurance evidencing Workers Compensation, General Liability and Excess Liability coverage to Enrollees, each of whom will be a Named Insured on the policies.

Enrollees will be issued an individual workers' compensation policy. Other documentation including forms, posting notices, etc., may also be furnished. Copies of the general liability policy will be furnished upon request to Enrollees upon written request to the Authority.

If an Enrollee needs to return to the Project Site after the OCIP has expired, it will be required to procure and maintain insurance coverage as outlined in Section 6 of this OCIP Manual under **EXCLUDED PARTIES**.



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Section 4 - OCIP Insurance Coverage cont.

Description of OCIP Coverage

The following section is for information purposes only and describes the policies the Authority has arranged for the OCIP project.

The OCIP does not provide coverage for Automobile Liability, Equipment Floaters, or Performance Bonds. The Authority will pay insurance premiums including deductibles or self-insured retention unless otherwise stated in the Contract Documents for the OCIP coverage described in this Manual.

Coverage:	Workers' Compensation and Employer's Liability
Insurance Carrier:	Old Republic Insurance Corp.
Effective Date:	June 1, 2009
Limits:	Part 1: Workers Compensation - Statutory
	Part 2: Employer's Liability
	\$1,000,000 Bodily Injury by Accident, each Accident
	\$1,000,000 Bodily Injury by Disease, each employee
	\$1,000,000 Bodily Injury by Disease, policy limit
<ul style="list-style-type: none">• Statutory coverage required by the Workers' Compensation laws of the applicable jurisdiction (excluding monopolistic states) with Employers Liability• Enrollees will be issued a separate Workers' Compensation policy	



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Section 4 - OCIP Insurance Coverage cont.

Description of OCIP Coverage cont.

Coverage:	Commercial General Liability
Insurance Carrier:	Old Republic Insurance Corp.
Effective Date:	June 1, 2009
Limits:	\$4,000,000 General Annual Aggregate
	\$4,000,000 Products/Completed Operations Aggregate
	\$2,000,000 Personal/Advertising Injury
	\$2,000,000 Each Occurrence
	\$100,000 Fire Damage Legal Liability (any one fire)
	\$5,000 Medical Expense Limit (any one person)
<ul style="list-style-type: none"> • Third Party Bodily Injury and Property Damage • Limit of Liability - Shared by All Insureds • A single General Liability policy will be issued for the Authority and all Enrollees. 	

Coverage:	Excess Liability
Insurance Carrier:	See Below
Effective Date:	June 1, 2009
Limits:	\$100,000,000 Annual General Annual Aggregate
	\$100,000,000 Each Occurrence
	\$100,000,000 Products/Completed Operations Aggregate
<ul style="list-style-type: none"> • \$25M Limit – Allied World National Assurance Co. • \$25M xs \$25M Limit – Endurance American Insurance Co. • \$25M xs \$50M Limit – National Union Fire Insurance Co. of Pittsburgh • \$25M xs \$75M Limit – AXIS Surplus Insurance Co. • Limit of Liability - Shared by All Insureds 	



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Section 4 - OCIP Insurance Coverage cont.

Description of OCIP Coverage cont.

Coverage:	Contractor's Pollution Legal Liability Insurance
Insurance Carrier:	Ironshore Specialty Insurance Co.
Effective Date:	June 1, 2009
Limits:	\$10,000,000 Each Occurrence and Aggregate Limit
<ul style="list-style-type: none">• Limit of Liability - Shared by All Insureds	

OCIP Termination or Modification

The Authority reserves the right to terminate or modify the OCIP or any portion thereof. If the Authority exercises this right, Enrollees will be provided notice as required by the terms of the Contract Documents. At its option, the Authority may procure alternate coverage or may require Enrollees to procure and maintain appropriate replacement insurance coverage acceptable to the Authority upon 45 day advance written notice per the Contract Documents.



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Section 5 – Required Coverage for Enrollees

Coverage and Limits

Enrollees are required to maintain insurance coverage for the Authority's OCIP from liabilities arising from the Enrollees operations performed away from the Project Site, for types of coverage not provided by the OCIP, and for operations performed in connection with the OCIP by Excluded Parties.

Verification of insurance may be submitted in the form of an Off-Site Certificate of Insurance (OSC) on a standard ACORD Form 25-S. A sample of an acceptable OSC is available on the OCIP Administrator's website. Requirements include thirty (30) days notice of cancellation, waiver of subrogation, primary and non-contributory and additional insured status.

The Authority reserves the right to disapprove enrollment of Enrollees unable to meet the insurance requirements. OSC evidencing compliance shall be submitted to the OCIP Administrator. A valid Certificate of Insurance must be on file at all times until your Contract is complete or until your Contract is accepted by the Authority's Commissioners, as the case may be.

Prior to mobilization and within ten (10) days of any renewal, change or replacement of coverage, Enrollees shall submit to the OCIP Administrator an OSC evidencing the coverage and limits as specified in this section. The OSC shall evidence a 30 day notice of cancellation provision. The limits of liability shown for the insurance required of the Enrollee are minimum limits only and are not intended to restrict the liability imposed on the Enrollee for Work performed under their Contract.

In addition to insurance coverage provided under the OCIP, Enrollees shall maintain and require each of its enrolled Subcontractors/Sub-consultants of any tier to maintain the insurance coverage specified below. Such insurance shall be from insurance companies licensed in the State of New Jersey and carry at least an "A-7" rating by A.M. Best.



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Section 5 – Required Coverage for Enrollees cont.

Coverage:	Automobile Liability
Limits:	\$2,000,000 Combined Single Limit (BI/PD)
<ul style="list-style-type: none"> THIS OCIP DOES NOT COVER AUTOMOBILE LIABILITY Enrollees must provide evidence of Automobile Liability covering all owned, leased, hired and non-owned automobiles, trucks and trailers with coverage not less than that of the Commercial Business Auto Policy. Coverage shall apply both On-Site and away from the Project Site. Limits can be provided by a combination of an automobile liability policy and an excess or umbrella liability policy and shall not be less than shown above. 	

Coverage:	Commercial General Liability
Limits:	\$2,000,000 General Annual Aggregate
	\$2,000,000 Products/Completed Operations Aggregate
	\$2,000,000 Personal/Advertising Injury
	\$2,000,000 Each Occurrence
	\$100,000 Fire Damage Legal Liability (any one fire)
	\$5,000 Medical Expense Limit (any one person)
<p>For operations AWAY FROM THE PROJECT SITE and which are not otherwise specifically covered by the OCIP, in a form providing coverage not otherwise less than the standard ISO Commercial General Liability (Occurrence) Policy form. Limits can be provided by a combination of a primary general liability policy and an excess or umbrella liability policy and shall not be less than shown above.</p>	



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Section 5 – Required Coverage for Enrollees cont.

Coverage:	Workers' Compensation and Employer's Liability
Limits:	Part 1: Workers Compensation - Statutory
	Part 2: Employer's Liability
	\$1,000,000 Bodily Injury by Accident, each Accident
	\$1,000,000 Bodily Injury by Disease, each employee
	\$1,000,000 Bodily Injury by Disease, policy limit
<p>To the extent where required by law, statutory workers' compensation including occupational disease and employers liability insurance for operations AWAY FROM THE PROJECT SITE and which are not otherwise specifically covered by the OCIP, with statutory limits as required in the state(s) where the Enrollee is performing such operations.</p>	

Coverage:	Umbrella Liability
Limits:	\$3,000,000 Annual General Annual Aggregate
	\$3,000,000 Each Occurrence
	\$3,000,000 Products/Completed Operations Aggregate
<p>For operations AWAY FROM THE PROJECT SITE and which are not otherwise specifically covered by the OCIP, in a form providing coverage not otherwise less than the standard ISO Commercial General Liability (Occurrence) Policy form.</p>	

Coverage:	Environmental Liability (where applicable)
Limits:	\$5,000,000
<p>Enrollees whose work involves transportation of hazardous waste/ materials from the project site will maintain Environmental Liability insurance with an endorsement for transporting hazardous material by auto. Such coverage will include as Additional Insured's those entities listed above. MCS-90 Endorsement must be attached to the policy and supplied on a primary basis.</p>	



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Section 5 – Required Coverage for Enrollees cont.

Coverage:	Tools & Equipment (at discretion of Enrollee)
<p>At their discretion, Enrollees shall secure, pay for, and maintain Property Insurance necessary for protection against loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools, equipment, staging, towers, and forms owned, borrowed or rented by the Enrollee. The requirement to secure and maintain such insurance is solely for the benefit of the Enrollee. Failure of the Enrollee to secure such insurance or to maintain adequate levels of coverage shall not obligate the Authority or their agents and employees for any losses, and their agents and employees shall have no such liability. The property insurance shall include a Waiver of Subrogation in favor of all parties required to be named as additional insureds under the Contract Documents.</p>	

Coverage:	Railroad
<p>If work is to be performed on, over, beneath or within 50 feet of the properties of a railroad, the Authority will provide Railroad Protective Liability Policy as set forth in the Contract Documents. In the event additional coverage is required in order to be in compliance with the requirements of the specific Railroad Company, the Contractor shall provide such additional coverage.</p>	

Coverage:	Marine Protection and Indemnity Insurance (where applicable)				
Limits:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">\$5,000,000</td> <td style="text-align: center;">Per Occurrence</td> </tr> <tr> <td style="text-align: center;">\$10,000,000</td> <td style="text-align: center;">Aggregate</td> </tr> </table>	\$5,000,000	Per Occurrence	\$10,000,000	Aggregate
\$5,000,000	Per Occurrence				
\$10,000,000	Aggregate				
<p>Where applicable, as respects any watercraft (Boats, Barges, etc.) used during the performance of this contract, Enrollees shall provide Marine Protection and Indemnity Insurance covering all marine hazards arising from this contract;</p> <ul style="list-style-type: none"> • Including injuries to crew members, if not provided through other insurance, and • Bodily Injury to third parties and Property Damage to wharves, piers and other structures and loss or damage to other vessels not caused by collision. <p>If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.</p>					



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Section 5 – Required Coverage for Enrollees cont.

Coverage:	Aircraft Liability Insurance (where applicable)
Limits:	\$10,000,000 Per Occurrence
<ul style="list-style-type: none">• If the Enrollee is engaged in any operations utilizing aircraft, it shall maintain aircraft liability insurance written on an occurrence basis.• This policy shall name the Authority, its commissioners, officers, employees and agents as additional insureds.	

Off-Site Certificate of Insurance (OSC) Requirements

The Certificate of Insurance must evidence the following:

- (1) The Automobile Liability, General Liability (ISO Form CG 20 10 11/85 or its equivalent) and Umbrella/Excess Liability shall name the following entities as Additional Insureds:
 - The New Jersey Turnpike Authority, its commissioners, officers, employees and agents (to the extent applicable) and any other entity as required by agreement.
- (2) Workers Compensation, General Liability, Automobile Liability and Umbrella/Excess Liability shall provide a Waiver of Subrogation in favor of all entities listed above and any others required by contract. Coverage will be primary and non-contributory.



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Section 6 – Required Coverage for Excluded Parties

Coverage and Limits

Excluded Parties shall maintain and require each of its Enrolled Subcontractors/Sub-consultants to maintain the insurance Coverage specified below. Such insurance shall be in a form and from insurance companies licensed in the State where the project is located and carry at least an “A-7” rating by A.M. Best’s.

Coverage:	Automobile Liability
Limits:	\$2,000,000 Combined Single Limit (BI/PD)
<p>Covering all owned, leased, hired and non-owned automobiles, trucks and trailers with coverage not less than that of the Commercial Business Auto Policy. Limits can be provided by a combination of an automobile liability policy and umbrella liability policy.</p>	

Coverage:	Commercial General Liability
Limits:	\$2,000,000 General Annual Aggregate
	\$2,000,000 Products/Completed Operations Aggregate
	\$2,000,000 Personal/Advertising Injury
	\$2,000,000 Each Occurrence
	\$100,000 Fire Damage Legal Liability (any one fire)
	\$5,000 Medical Expense Limit (any one person)
<ul style="list-style-type: none"> • Coverage should include a Combined Single Limit for Bodily Injury, Personal Injury and Property Damage. Limits can be provided by a combination of a primary general liability policy and umbrella liability policy. • The terms and conditions of coverage shall be provided through the use of ISO Commercial General Liability (Occurrence) Policy form CG 00 01 10/01 or its equivalent and shall encompass at least the following; <ul style="list-style-type: none"> ○ Independent contractors; ○ Blanket written contractual liability covering all indemnity agreements; • Products Liability and Completed Operations, with the provision that coverage shall extend for a period of at least 3 Years from project completion or for any longer period if required elsewhere in the Contract Documents (such longer period shall take precedence.) 	



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Section 6 – Required Coverage for Excluded Parties cont.

Coverage:	Workers' Compensation and Employer's Liability
Limits:	Part 1: Workers Compensation - Statutory
	Part 2: Employer's Liability
	\$1,000,000 Bodily Injury by Accident, each Accident
	\$1,000,000 Bodily Injury by Disease, each employee
	\$1,000,000 Bodily Injury by Disease, policy limit
Workers' compensation (including occupational disease) in accordance with the laws of the state in which the work is being performed, including All Other States.	

Coverage:	Umbrella Liability
Limits:	\$3,000,000 Annual General Annual Aggregate
	\$3,000,000 Each Occurrence
	\$3,000,000 Products/Completed Operations Aggregate

Coverage:	Environmental Liability (where applicable)
Limits:	\$5,000,000
Enrollees whose work involves transportation of hazardous waste/ materials from the project site will maintain Environmental Liability insurance with an endorsement for transporting hazardous material by auto. Such coverage will include as Additional Insured's those entities listed above. MCS-90 Endorsement must be attached to the policy and supplied on a primary basis.	



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Section 6 – Required Coverage for Excluded Parties cont.

Coverage:	Tools & Equipment (at discretion of Enrollee)
<p>At its own discretion an Excluded Party shall maintain Property Insurance as necessary for protection against loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools, equipment, staging, towers, and forms owned, borrowed or rented by the subcontractor. The requirement to secure and maintain such insurance is solely for the benefit of the Enrollee. Failure of the Enrollee to secure such insurance or to maintain adequate levels of coverage shall not obligate the Authority or their agents and employees for any losses, and their agents and employees shall have no such liability. The property insurance shall include a Waiver of Subrogation in favor of all parties required to be named as additional insureds under the Contract Documents.</p>	



THE NEW JERSEY TURNPIKE AUTHORITY

Interchange 6 to 9 Widening Owner Controlled Insurance Program Insurance Manual

Section 6 – Required Coverage for Excluded Parties cont.

Certificate of Insurance (COI) Requirements

The Certificate of Insurance must evidence the following:

- (1) The Automobile Liability, General Liability (ISO Form CG 20 10 11/85 or its equivalent) and Umbrella/Excess Liability shall name the following entities as Additional Insureds:

The New Jersey Turnpike Authority, its commissioners, officers, employees and agents (to the extent applicable) and any other entity as required by agreement.

All policies to be primary and non-contributory as respects coverage afforded the Additional Insureds.

- (2) Workers Compensation, General Liability, Automobile Liability and Umbrella/Excess Liability shall provide a Waiver of Subrogation in favor of all entities listed above and any others required by contract.
- (3) Certificate must provide thirty (30) days written notice prior to cancellation, non-renewal or material modification in any policy and must be submitted and approved prior to commencement of work.



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Section 7 – Enrollee Responsibilities

General Information

Throughout the course of this OCIP Project, Enrollees will be responsible for reporting and maintenance of certain records as outlined in this section. Failure of Enrollees to comply may result in progress payments being withheld.

Participation in the OCIP is mandatory but not automatic.

Enrollees of any tier who are found working on the Project Site prior to enrollment in the OCIP will be required to provide a “No Known Loss Letter” on their letterhead, to the Authority, OCIP Administrator and the OCIP Insurance Carrier along with the enrollment documentation. If a loss occurs prior to enrollment, the loss may not be covered under the OCIP. The Authority retains the sole discretion to determine whether to accept any Enrollee in the OCIP.

Enrollees are required to cooperate with the Authority, OCIP Administrator and the OCIP Insurance Carriers with all aspects of the OCIP operation and administration. Responsibilities of the Enrollees include but are not limited to the following:

- Endeavor to provide a Drug-Free Workplace;
- Endeavor to provide a Temporary Alternate Work/Return to Work Program for all Employees;
- Identify the insurance cost removed from initial bids and change orders;
- Enroll in the OCIP;
- Upon request, provide a copy of rating pages from insurance policies to verify insurance costs to be removed;
- Include OCIP provisions in all subcontracts as appropriate;
- Provide timely evidence of insurance to the OCIP Administrator;
- Notify the OCIP Administrator of all subcontracts awarded;
- Maintain and report monthly payroll records;
- Cooperate with the OCIP Administrator’s requests for information;
- Comply with insurance, claim and safety procedures;
- Notify the OCIP Administrator immediately of any insurance cancellation or non renewal (contractor-required insurance); and
- Report all incidents immediately as referenced in Section 8 of this OCIP Manual.



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Section 7 – Enrollee Responsibilities cont.

OCIP Enrollment

If you are a Contractor awarded a Contract, or a Consultant who has entered into an OPS with the Authority:

1. You will be required to complete **an OCIP Enrollment Form** to request enrollment in the OCIP. A separate OCIP Enrollment Form is required for each Contract under which you are performing Work; however, only one Workers' Compensation policy will be issued for your firm.
2. You will **exclude the cost of insurance in your bid** and identify the cost for all insurance coverage to be provided by the Authority for Work at the Project Site on the Enrollment Form. Upon request, Enrollees must furnish copies of the declaration page, rating sheets, deductible or self insured retention endorsements from their primary Workers' Compensation and General Liability policies.
3. You will be required to provide an **Off-Site Certificate of Insurance** evidencing coverage as outlined in sections 5 and 6 of this OCIP Manual. It is each Enrollee's responsibility to make sure all approved Subcontractors of Any Tier comply with these requirements.
4. When a portion of Work at the Project Site under your Contract is subcontracted, the hiring Contractor must complete and submit a **Notice of Subcontract Award** to the Authority and the OCIP Administrator prior to mobilization.
5. You will be provided with a certificate of Workers Compensation and General Liability insurance evidencing your participation in the OCIP. This certificate should be provided to your regular insurance carrier so that payroll allocated and reported through this OCIP is not charged to your regular insurance as well. Policies evidencing other insurance provided by the OCIP will be provided upon written request to the Authority. Payroll allocated to this project should be kept separate so that it can be excluded from your regular insurance.
6. Access to the Project Site **WILL NOT BE PERMITTED** until the OCIP Administrator has approved and confirmed your OCIP Enrollment Form and Off-Site Certificate of Insurance.



THE NEW JERSEY TURNPIKE AUTHORITY

Interchange 6 to 9 Widening Owner Controlled Insurance Program Insurance Manual

Section 7 – Enrollee Responsibilities cont.

Assignment of Return Premiums

The Authority will pay the insurance premiums for the OCIP and will be the sole recipient of any return OCIP premiums or dividends. All Enrollees shall assign to the Authority all adjustments, refunds, premium discounts, dividends, credits or any other monies due from the OCIP insurers.

Payroll Reports

Enrollees must submit monthly payroll reports via the OCIP Administrator website identifying worker hours and payroll for all Work performed at the Project Site.

Payroll reports shall include all personnel performing work and shall certify all work performed at the Project Site. Payroll shall be raw wages without burden or fringes, but should include overtime (at the straight-time rate), sick, vacation, holiday pay, and imputed income. For those months where no on-site labor was expended, a payroll report must be submitted indicating zero (\$0) payroll.

Payroll Reports are due by the 10th of the month for the previous month worked and shall be submitted to the OCIP Administrator until completion of the Work under the Contract. A separate payroll report should be submitted for each Contract awarded.

Failure to submit Payroll Reports may result in the withholding of payments until required documentation is received.

The OCIP payroll and loss experience information sent by the OCIP insurance carrier to the applicable Workers Compensation Bureau will be reflected in each subcontractor's Experience Rating Modifier (ERM). Therefore, it is important that you properly classify payrolls and report your payroll promptly and accurately. Inaccurate or missing payroll may have an adverse impact on your ERM.



THE NEW JERSEY TURNPIKE AUTHORITY

Interchange 6 to 9 Widening Owner Controlled Insurance Program Insurance Manual

Section 7 – Enrollee Responsibilities cont.

Audit

Enrollees are required to maintain payroll records for the Project Site in accordance with the Basic Manual of Rules, Classifications, and Experience Rating Plan for Workers' Compensation and Employer's Liability Insurance. Such records shall allocate the payroll (including overtime) by Workers' Compensation classification(s) and shall include total hours worked.

Enrollees shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the OCIP insurance carriers and/or Authority representatives at any reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

Change Orders

Any Change Orders shall **exclude** insurance costs.

Completion of Work

Upon completion of work, Enrollees will complete a **Notice of Work Completion Form** located on the OCIP Administrator's website and submit it to the OCIP Administrator.

Final Payment will not be released by the Authority until all necessary forms have been submitted to the OCIP Administrator.

Claim Reporting

Enrollees shall follow the claims procedures as established by the Authority, the OCIP Insurance Carrier(s) and the OCIP Administrator as outlined in Section 8 of this OCIP Manual. Enrollees agree to assist and cooperate in every manner possible in connection with the adjustment of all claims and demands in which the Authority's OCIP Insurance Carriers(s) are called on to adjust or defend.



THE NEW JERSEY TURNPIKE AUTHORITY

Interchange 6 to 9 Widening Owner Controlled Insurance Program Insurance Manual

Section 8 - Claim Procedures

Workers' Compensation Claims

These procedures are to apply to ALL employees covered by the OCIP for the Project(s):

- Immediately report any incident to Medcor. All incidents must be reported whether medical treatment proves to be necessary or not. Medcor will complete a Workers Compensation Incident Report and submit to the insurance carrier and will notify the GC's Safety Representative.
- The Authority has partnered with Medcor to provide on-site, Injury evaluation and the ability to accommodate minor injuries. Specific medical facilities will be identified depending on the location of the injured party.
- If the injured employee requires medical attention from a clinic or hospital, Medcor will issue the injured employee an Authorization for Medical Treatment which must be presented, to the applicable clinic or hospital personnel at time of treatment.
- In the event of an emergency, site specific emergency procedures should be followed.

General Liability Claims

Promptly report to Medcor any injuries to the public and any property damage related to construction work at or around the Project Site, including public property and property within the Project Site. Medcor will complete a General Liability Report Form and submit it to the insurance carrier.

All notices regarding general liability claims should be immediately reported regardless of whether or not the incident was previously reported under separate cover (i.e. Workers Compensation, Property etc.)

Automobile Liability Claims

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of Enrollees to report accidents involving their automobiles to their own insurers. HOWEVER, all accidents occurring in or around the Project Site must be reported to Medcor. These accidents will be reviewed with regard to any liability arising out of the Construction Operations at the Project Site that could result in future claims (i.e. due to the conditions of the roads, etc.) Enrollees shall cooperate in the investigation of all automobile accidents.



THE NEW JERSEY TURNPIKE AUTHORITY

Interchange 6 to 9 Widening Owner Controlled Insurance Program Insurance Manual

Section 8 - Claim Procedures cont.

Pollution Claims

Enrollees must **immediately** notify Medcor of any known or suspected pollution incidents.

A Pollution Incident means: the discharge, dispersal, release, escape, migration, or seepage of pollutants on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater.

You must see to it that Medcor is notified immediately (within 24 hours) of an occurrence or pollution incident which may result in a claim. To the extent possible, notice must include:

- (1) How, when and where the occurrence or pollution incident took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the occurrence or pollution incident.

If a claim is made or suit is brought against any enrolled contractor, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify Risk Strategies Company – Caroline Brayne at ocipclaims@risk-strategies.com within 24 hours, including a written copy of the claim or suit within 48 hours.

You and any other involved enrolled contractor must:

- (1) Immediately send Risk Strategies Company copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize Risk Strategies Company to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist Risk Strategies Company, upon 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.



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Interchange 6 to 9 Widening Owner Controlled Insurance Program Insurance Manual

Section 8 - Claim Procedures cont.

Pollution Claims cont.

No enrolled contractor will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid and emergency response expense, without our consent.

When any enrolled contractor becomes legally obligated to pay clean up costs to which this insurance applies, the enrolled contractor must:

- (1) Submit, for NJTA approval, all proposed work plans prior to submittal to any regulatory agency;
- (2) Submit, for NJTA approval, all bids and contracts for clean up costs prior to execution or issuance; and
- (3) Forward progress submittals regarding clean up costs at reasonable intervals and always prior to submittal to any regulatory agency that is authorized to review and approve such submittals.



THE NEW JERSEY TURNPIKE AUTHORITY

Interchange 6 to 9 Widening Owner Controlled Insurance Program Insurance Manual

Section 8 - Claim Procedures cont.

Workers Compensation Claim Form



003759 NJTPA
Workers' Compensation Report of Accident
 VDN # 7497
 (* = Required Information)

INSURED LOCATION INFORMATION:

POLICY#		PAYROLL STATE:		BENEFIT STATE:	
LOCATION CODE		FAX REPORTING NUMBER:			
*COMPANY					
*ADDRESS WHERE EMPLOYEE WORKS OUT OF:					
CITY		STATE:	ZIP CODE:	COUNTY:	
FAX COPY OF CLAIM TO-FAX #		PHONE #			
*EMPLOYEE'S SUPERVISOR/FOREMAN NAME:					
EMPLOYEE'S SUPERVISOR/FOREMAN CODE:					

EMPLOYEE INFORMATION:

*LAST NAME		*FIRST NAME		MI		
*ADDRESS:				SEX:	<input type="checkbox"/> MALE	<input type="checkbox"/> FEMALE
*CITY		*STATE	ZIP CODE:			
*SSN		DATE OF BIRTH:	HOME PHONE#			
MARITAL STATUS:		#DEPENDENT'S UNDER 18:	*DATE OF HIRE:			
WEEKLY WAGES:		OR HOURLY PAY:	HOURS PER WEEK:			
EMPLOYEE'S OCCUPATION (i.e. Driver, Warehouse Person, etc. ...)						

ACCIDENT INFORMATION:

*INCIDENT DATE:		*TIME:	*DATE REPORTED TO EMPLOYER:	
ACTIVITY ENGAGED IN:				
*ACCIDENT DESCRIPTION:				
IS THERE A REASON TO DOUBT THE VALIDITY OF THE CLAIM? <input type="checkbox"/> YES <input type="checkbox"/> NO				
IF YES, PLEASE EXPLAIN:				
WAS EMPLOYEE PERFORMING REGULAR DUTIES? <input type="checkbox"/> YES <input type="checkbox"/> NO				
INCIDENT LOCATION:		CONTRACT SECTION and/or INTERCHANGE NUMBER and/or MILE MARKER:		
ADDRESS:				
CITY:		STATE:	ZIP:	COUNTY:
DID ANOTHER PERSON CAUSE INJURY?		<input type="checkbox"/> YES	<input type="checkbox"/> NO	IF YES, NAME OF PERSON:
ADDRESS:				
IS THERE ANY WITNESSES?		<input type="checkbox"/> YES	<input type="checkbox"/> NO	IF YES, NAME OF WITNESS:
ADDRESS:				PHONE NUMBER:
WAS A POLICE REPORT FILED?		<input type="checkbox"/> YES	<input type="checkbox"/> NO	POLICE DEPARTMENT NAME
REPORT NUMBER:		PHONE NUMBER:		

INJURY INFORMATION:

PART OF THE BODY INJURED:	
NATURE OF INJURY:	
CAUSE OF INJURY:	



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Section 8 - Claim Procedures cont.

Workers Compensation Claim Form cont.



IS EMPLOYEE LOSING TIME?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	IF SO, DATE DISABILITY BEGAN		# LOST DAYS	
EMPLOYEE RETURN TO WORK?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	DATE RETURNED TO WORK:			
EMPLOYEE PAID FOR DATE OF ACCIDENT?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO				
WAS SAFETY APPARATUS PROVIDED?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO				
WAS SAFETY APPARATUS USED?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO				
SAFETY APPARATUS DESCRIPTION: _____								

PROVIDER INFORMATION:

MEDICAL TREATMENT RENDERED?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	UNDER ACTIVE MEDICAL CARE?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	
NAME:	_____				PHONE NUMBER:	_____				
ADDRESS:	_____									
CITY:	_____				STATE:	_____		ZIP:	_____	
WAS CLAIMANT HOSPITALIZED?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	HOSPITAL NAME:	_____				
ADDRESS:	_____				PHONE NUMBER:	_____				
CITY:	_____				STATE:	_____		ZIP:	_____	

ADDITIONAL COMMENTS:

Reported by: _____	Phone: _____
Completed by: _____	Phone: _____



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Section 9 - Safety Procedures

All parties performing work on the Project Site must follow the Contractor's Health and Safety Plan.



THE NEW JERSEY TURNPIKE AUTHORITY

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Section 10 - OCIP Administration Contacts



REPORT CLAIMS TO:



Jim Enos
Medcor Trailer
T: 815-981-0602

E: njturnpikema@medcor.com

ENROLLMENT CONTACT:



Abby Cohen
OCIP Administrator

T: 617-330-5707
F: 617-330-5775

E: ocip@risk-strategies.com

Mike Vitulli

OCIP Director



T: 617-330-5726
F: 617-330-5775

E: ocip@risk-strategies.com

Rachel Wilson

OCIP Manager



T: 617-330-5715
F: 617-330-5775

E: ocip@risk-strategies.com

Shawn Barry
OCIP Safety Director

M: 860-558-8493



F: 617-330-5775

E: ocipclaims@risk-strategies.com

Joe Woods
OCIP Site Safety Advisor

M: 774-444-7295



T: 609-336-3207

F: 617-330-5775

E: ocipclaims@risk-strategies.com

Ann Baumann
OCIP Claims Director

T: 212-669-5401



F: 212-566-6714

E: abaumann@risk-strategies.com

Caroline Brayne
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T: 617-330-5740



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