



**CONNECTING
WISCONSIN**

USH 41 Corridor Project

Owner Controlled Insurance Program

Insurance Manual

This Manual is a Contract Document

OWNER CONTROLLED INSURANCE PROGRAM

Insurance Manual

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Overview

Welcome to the USH 41 Corridor Owner Controlled Insurance Program

The Wisconsin Department of Transportation (“Owner”) has arranged for this construction project to be insured under an owner controlled insurance program (the “OCIP”). The OCIP is an insurance program that insures all eligible and enrolled Contractors and Subcontractors, and other Owner designated parties for Work performed at the Project Site. Certain Contractors and Subcontractors are excluded from this OCIP. These parties are identified in the Contract Documents and Section 3 of this manual.

Coverage under the OCIP includes Workers’ Compensation, Employer’s Liability, General Liability, Excess Liability and Builder’s Risk.

Owner will pay insurance premiums for the OCIP coverage described in this manual. You should notify your insurer(s) to endorse your coverage to be excess and contingent over the OCIP coverage provided under this OCIP for on-site activities of every tier. **Each bidder, Contractor and its Subcontractors are required to exclude from its bid price and requests for payment, the cost of insurance coverage that will be provided by the Owner.**

NOTE:

Insurance coverage and limits provided under the OCIP are limited in scope and are specific to Work performed after the inception date of your enrollment into this program. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

About This Manual

Aon Risk Services Central, Inc. (Aon) prepared the Insurance Manual. Wisconsin Department of Transportation (Owner) is the Sponsor for this OCIP. Aon is the OCIP Administrator for this OCIP. The manual is designed to identify, define and assign responsibilities for the administration of the OCIP for this project.

What This Manual Does

This Manual:

- Generally describes the structure of the OCIP
- Identifies responsibilities of the various parties involved in the Project
- Provides a basic description of OCIP coverage
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP
- Will be updated as necessary

What this Manual Does Not Do

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverages and exclusions
- Provide answers to specific claims questions

Refer questions concerning the OCIP, its administration or coverages to the appropriate party identified in the Project Directory, in Section 2.

DISCLAIMER:

The information in this manual is intended to outline the OCIP. If any conflict exists between this manual and the OCIP insurance policies, the OCIP insurance policies will govern.

Commercial General Liability Obligation

Safety on the Project Site is important to the Owner. To encourage adherence to safe practices by all parties, the Owner will require the Contractor and all Subcontractors to pay the first \$10,000 of each commercial general liability property damage and bodily injury loss, including court costs, attorneys fees and costs of defense to the extent losses are insured under the OCIP commercial general liability policy for those losses that are attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Contractor may be responsible ("contractor general liability obligation"). This "General Liability Obligation" is not compensable by the OCIP Insurance Policies and must be paid within 5 days of the billing date.

Builder's Risk Obligation

Contractor shall pay to the WisDOT's designee within five (5) days written notice a maximum of up to twenty-five thousand dollars (\$25,000.00) for each loss payable under the Builder's Risk Policy attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of Contractor's Subcontractors, or any other entity or party for whom Contractor may be responsible ("Builder's Risk obligation").

OCIP Directory

The following list includes key insurance personnel involved in the OCIP Administration.

Aon Risk Services Central, Inc. **Construction Services Group**

Program Manager

Matt Perno

(312) 381-4495 Tel
(312) 381-0290 Fax
matt_perno@ars.aon.com

Program Manager / Team Leader

Sherry Hassler

(312) 381-4499 Tel
(312) 381-0290 Fax
sherry_hassler@ars.aon.com

OCIP Administrator

Valerie Lucas

(312) 381-4497 Tel
(312) 381-0290 Fax
valerie_lucas@ars.aon.com

OCIP Administrator – On Site

TBD

(xxx) xxx-xxxx Tel
(xxx) xxx-xxxx Fax
E-mail

Workers' Compensation Claims Manager

Christine Green

(312) 381-2458 Tel
(312) 381-0290 Fax
(773) 841-9942 Cell
christine_green@ars.aon.com

General Liability Claims Manager

Bill Bartkowski
Aon Risk Services, Inc. of WI
330 E. Kilbourn Ave., Suite 450
Milwaukee, WI 53202-3179

(414) 225-5375 Tel
(800) 556-5115 Toll Free
(414) 225-7413 Fax
(414) 336-4843 Cell
bill_bartkowski@ars.aon.com

Project Safety Manager (WI)

TBD

(xxx) xxx-xxxx Tel
(xxx) xxx-xxxx Fax
(xxx) xxx-xxxx Cell
E-Mail: TBD

Express Drug Screening (EDS)

2525 N. Mayfair Road
Wauwatosa, WI 53226

Debra Auer

(414) 259-5121 Tel

OCIP Insurance Companies**Workers' Compensation**

ACE

General Liability

ACE

Excess Liability:

Lead

American International Specialty
Lines Insurance Company

Second Layer

Allied World Assurance Company
(U.S.), Inc.

Third Layer

Great American E&S Insurance
Company

Fourth Layer

Lexington Insurance Company

Fifth Layer

Landmark American Insurance
Company

Sixth Layer

Axis Specialty Insurance Company

Builder's Risk

RSUI Indemnity Company

Claims Reporting**Workers' Compensation &
General Liability**

(800) 662-2987 Tel
(866) 300-8206 Fax
FNOL@firstnotice.com

Builder's Risk

Bill Bartkowski
(414) 225-5375 Tel
(800) 556-5115 Toll Free
(414) 225-7413 Fax
bill_bartkowski@ars.aon.com

Project Definitions

The following list includes key OCIP definitions.

| | |
|--|--|
| Contract: | <p>The written agreement between the Owner and the contractor setting forth the obligations of the parties to the contract, including, but not limited to, performance of the work, furnishing of labor and materials, and basis of payment.</p> <p>The contract includes the notice to contractors, proposal, contract form, contract bond, standard specifications, special provisions, addenda, general plans, detailed plans, notice to proceed, and contract change orders and agreements required to complete the construction of the work in an acceptable manner, including authorized extensions, all of which constitute one instrument.</p> |
| Contract Modification: | <p>Any change to the Contract made after it is executed, including but not limited to, the following:</p> <ul style="list-style-type: none">- A contract change order.- A supplemental contract agreement- An administrative change adding a non-bid item.- A general administrative change. |
| Contractor: | <p>An individual, partnership, joint venture, corporation, limited liability company, limited liability partnership, or agency undertaking the performance of the work under the terms of the contract and acting directly or through a duly authorized representative of the Owner.</p> |
| Eligible Parties: | <p>All persons or firms performing labor or services at the Project Site, unless an Excluded Party.</p> |
| Enrolled Parties, Contractors/ Subcontractors: | <p>Those eligible Contractors and Subcontractors that have submitted all necessary enrollment information and have been accepted into the OCIP as evidenced by a Confirmation Letter and Certificate of Insurance.</p> |

| | |
|----------------------|---|
| Excluded Parties: | <p>“Excluded Parties”:</p> <ul style="list-style-type: none"> a) Hazardous materials remediation, removal and/or transport; b) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project Site; c) Contractors and each of their respective Subcontractors who do not perform any actual labor on the Project Site; d) Any party or entity not specifically identified in this special provision or excluded by the WisDOT as permitted by law, even if otherwise eligible. |
| OCIP: | Owner Controlled Insurance Program (OCIP) - A coordinated insurance program providing certain coverages, as defined herein, for Owner, Eligible and Enrolled Contractors, and Subcontractors performing Work at the Project Site. |
| OCIP Administrator : | Aon Risk Services Central, Inc. |
| Owner: | Wisconsin Department of Transportation |
| Project Site: | The designated physical area together with all improvements to be constructed under the contract. |
| Subcontractor: | An individual, partnership, corporation, limited liability company, or joint venture to which the Contractor, with the Owner’s written consent, sublets part of a contract. |
| Work: | The furnishing of all labor, materials, equipment and incidentals and the performing of all tasks needed to complete the project or a specific part of the project as specified in the Contract, together with fulfillment of all associated obligations and duties required by the Contract. |

OCIP Insurance Coverage

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

Evidence of Coverage

Each Enrolled Party will be issued an individual workers' compensation policy. The OCIP Administrator will provide a Certificate of Insurance evidencing workers' compensation, general liability, and excess liability insurance to each Enrolled Party, each of whom will be added as an Additional Named Insured to the OCIP Commercial General Liability and Excess Liability insurance policies. Other documentation including forms, posting notices, etc., will be furnished to each Enrolled Party. Copies of policies will be furnished upon written request.

Summary Description of OCIP Coverage

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

OCIP coverage's will apply only to those operations of each Enrolled Party performed at the Project site, as defined in the OCIP insurance policies, in connection with the Work and only to Enrolled Parties that are eligible for the OCIP. OCIP coverage's will not apply to Excluded Parties, even if erroneously enrolled in the OCIP. An Enrolled Party's operations away from the Project site, including product manufacturing, assembling, or otherwise, will only be insured if such "off-site" operations are identified, endorsed onto the OCIP policies, and are dedicated solely to the Project. Contractor may request such "off-site" operations to be insured in writing to Owner; however, OCIP coverage's will not insure "off-site" operations until the OCIP policies have been endorsed to insure such "off-site" location. The decision to insure "off-site" operations shall be determined by Owner and the OCIP insurer.

The OCIP coverage's are primary insurance for all on-site operations of eligible and Enrolled Parties. The OCIP will provide only the following insurance to eligible and Enrolled Parties:

Workers' Compensation and Employer's Liability:

Coverage: Statutory limits required by the Workers' Compensation laws of Wisconsin and Illinois, including Jones Act and USL&H coverage, on an "if any" basis.

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

Part One - Workers' Compensation: Statutory Limit

Part Two - Employer's Liability:

| | |
|--|--------------|
| Bodily Injury by Accident, each accident | \$ 1,000,000 |
| Bodily Injury by Disease, each employee | \$ 1,000,000 |
| Bodily Injury by Disease, policy limit | \$ 1,000,000 |

- This insurance is primary for all occurrences at the Project Site

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

Commercial General Liability:

Coverage: Third Party Personal Injury, Bodily Injury and Property Damage Liability.

Limits of Liability
Shared by All Enrolled Parties

| | |
|--|--------------|
| General Aggregate (Annual Limit) | \$ 4,000,000 |
| Products/Completed Operations Aggregate (Annual Limit) | \$ 4,000,000 |
| Personal/Advertising Injury Aggregate | \$ 2,000,000 |
| Each Occurrence Limit (Annual Limit) | \$ 2,000,000 |

- This insurance will **NOT** provide coverage for products liability to any enrolled party, vendor, supplier, off-site fabricator, material dealer or other party for any product manufactured, assembled or otherwise worked upon away from the Project Site.
- A single (not annual) limit of \$4,000,000 applies to the Ten (10) Year Products & Completed Operations Extension. This insurance is primary for all occurrences at the Project Site.
- The OCIP Commercial General Liability policy shall not provide coverage for any claim that could be covered under a Property or Builder's Risk policy.
- The policy contains exclusions. Please refer to actual policies.
- A single set of limits apply to all Contracts on the USH 41 Corridor Project.

GENERAL LIABILITY OBLIGATION

Contractor shall pay to Owner a sum of up to \$10,000 of each occurrence, including court costs, attorneys fees and costs of defense for property damage to the extent losses payable under the OCIP General Liability Policy are attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of Contractor's Subcontractors, or any other entity or party for whom Contractor may be responsible. The General Liability Obligation will not be covered by the OCIP Coverages and must be paid within 5 days of the billing date.

Enrolled Parties will share the limits of liability.

Excess Liability:

| | Limits of Liability Shared by All Enrolled Parties |
|--------------------------------|---|
| Each Occurrence Limit | \$150,000,000 |
| Annual General Aggregate Limit | \$150,000,000 |

- Excess Coverage is over Employer's Liability and Commercial General Liability
- This insurance will **NOT** provide coverage for products liability to any enrolled party, vendor, supplier, off-site fabricator, material dealer or other party for any product manufactured, assembled or otherwise worked upon away from the Project Site.
- A single (not annual) limit of \$150,000,000 applies to the Ten (10) Year Products & Completed Operations Extension beyond the expiration date of the policy.
- Policy substantially follows form (provisions, coverages, exclusions, etc.) of underlying Commercial General Liability and Employer's Liability policy wording.
- A single set of limits apply to all Contracts on the USH 41 Corridor Project.

Builder's Risk Insurance Coverage:

This is a brief description of Builder's Risk Insurance Coverage. Contractor should refer to the actual policies for details concerning coverage, exclusions and limitations.

Summary Description of Builder's Risk Coverage

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

The Builder's Risk insurance covers insures property, including materials, supplies, machinery, fixtures and equipment which will become a permanent part of the Work (excluding road work at grade level) in the course of construction.

The Builder's Risk coverage insures WisDOT, Enrolled Contractors and Enrolled Subcontractors.

Builders Risk:

| | <u>Limit</u> |
|--|--------------------|
| Each Occurrence Limit | \$350,000,000 |
| | <u>Sub-limits:</u> |
| Flood & Earthquake – Annual Aggregate | \$100,000,000 |
| Inland Transit/Temporary Storage | \$ 10,000,000 |
| Blueprints/Drawings | \$ 1,000,000 |
| Trees, Shrubs (not to exceed \$5,000 any one item) | \$ 250,000 |
| Debris Removal | 25% of Loss |
| Expediting Expense | \$ 500,000 |
| Fire Fighting Expense | \$ 2,500,000 |
| Claim Preparation Expense | \$ 250,000 |
| Pollution Cleanup | \$ 1,000,000 |
| Mold/Fungus | \$ 50,000 |
| Building Ordinance or Law (Coverages A, B & C, Combined) | \$ 5,000,000 |
| Service Interruption (excluding Overhead T&D Lines) | \$ 1,000,000 |
| Damage to Owner's Existing Structures | \$ 5,000,000 |

Builder's Risk Obligation:

Contractor shall pay to the WisDOT's designee within five (5) days written notice a maximum of up to twenty-five thousand dollars (\$25,000.00) for each loss payable under the Builder's Risk Policy attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of Contractor's Subcontractors, or any other entity or party for whom Contractor may be responsible ("builder's risk obligation").

Waiver of Subrogation:

The builder's risk insurance policy includes a waiver of subrogation in favor of the OCIP Enrolled Parties. The WisDOT and Contractor waive all rights against each other and against separate Contractors, if any, and any of their Subcontractors sub-Subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property or Builder's Risk insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the WisDOT as fiduciary. This waiver applies only to the extent that proceeds

are, in fact, realized as a result of a claim against the policy. Contractor shall require similar waivers in favor of the WisDOT from any of its Subcontractors, sub-Subcontractors, suppliers, and any other vendors in the procurement or construction of the Work.

Note:

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

Contractor Required Coverage

Contractors and all Subcontractors are required to maintain coverage to protect against losses that occur away from the Project Site or that are otherwise not covered under the OCIP.

Contractors and Subcontractors are required to maintain insurance coverage for the duration of the Contract that protects the Owner from liabilities. These liabilities may arise from the Contractor's operations performed away from the Project Site, from exposures not covered by the OCIP.

- A 60-day notice of cancellation provision, waiver of subrogation and additional insured status is required on all Certificates.

Enrolled Parties are to provide Workers' Compensation, Commercial General Liability and Excess/Umbrella Liability insurance for off-site activities and Automobile Liability and any other insurance as per the insurance specifications in the Contract. See Sections 3 for the definition of Enrolled Parties.

Note:

Contractor's failure to procure or maintain the insurance required by the Contract and to assure all its Subcontractors of every tier maintain the required insurance during the entire term of the Contract shall constitute a material breach of the Contract under which the Owner may immediately suspend or terminate the Contract or, at its discretion, procure or renew such insurance to protect the Owner's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from the Contractor.

Verification of Required Coverages

Contractors shall provide verification of insurance to the OCIP Administrator prior to mobilization and within five (5) days of any renewal, change or replacement of coverage. A sample of an acceptable Certificate of Insurance is provided in Section 8. **Please note the requirements for sixty (60) days notice of cancellation, waiver of subrogation and additional insured status.**

When such insurance, due to the attainment of a normal expiration date or renewal date, shall expire, Contractor shall, not less than ten (10) Days after such expiration or renewal date shall:

A. provide Owner with updated replacement Certificate of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection and scope of coverage as was provided by the Certificates and amendatory riders or endorsements originally provided.

B. if Certificate of Insurance cannot be provided prior to expiration, provide Owner with a satisfactory binder document clearly committing to the continuation of all coverage in the same manner, limits of protection and scope of coverage as was provided by the Certificates and amendatory riders or endorsements originally provided.

Contractors are responsible for monitoring their Subcontractor's Certificates of Insurance. WisDOT reserves the right to disapprove the use of Contractors unable to meet the insurance requirements or who do not meet other WISDOT policy requirements.

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

The above insurance requirements shall apply with equal force whether the Contractor or a Subcontractor, or anyone directly or indirectly employed by either, performs the work under the Project.

Contractor Maintained Coverage's

Contractor shall obtain and maintain, and shall require each of its Subcontractors of every tier to obtain and maintain, the insurance coverage specified in this Section in a form and from insurance companies reasonably acceptable to the Owner. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. The insurance required by this Section shall conform to the Owner's requirements outlined in this Insurance Manual and be written by companies authorized to do business in the state of Wisconsin, and Illinois if applicable.

As to eligible and Enrolled Parties, the workers' compensation, employer's liability, and commercial general liability insurance required by this section shall only be for off-site activities or operations not insured under the OCIP coverage's.

The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.

Workers' Compensation and Employer's Liability

Part One - Workers' Compensation:

Statutory Limit

Part Two -

Employer's Liability:

Annual Limits:

| | |
|---|------------|
| Bodily Injury by Accident, each Accident: | \$ 100,000 |
| Bodily Injury by Disease, each employee | \$ 500,000 |
| Bodily Injury by Disease, policy limit: | \$ 100,000 |

- Coverage to apply away from the Project Site for Enrolled Parties.
Coverage to apply on and off-site for Excluded parties.

Commercial General Liability

Commercial general liability insurance shall be endorsed to include blanket contractual liability coverage.

- a. \$2 Million Combined Single Limits per occurrence with an annual aggregate limit of not less than \$4 Million.
- b. The OCIP Coverage's shall exclude blasting or explosion operations. If blasting or explosion operations are used in connection with the Work, commercial general liability insurance shall not contain an exclusion for blasting or explosion and shall be provided in limits established by the Owner at the time such blasting or explosion methods are elected. Such coverage shall apply to operations whether the operations occur on the Project

site or away from the Project site.

- c. Commercial general liability insurance shall be maintained in force for two (2) years following completion and the Owner's acceptance of the work.
- d. Wisconsin Department of Transportation, their respective officers, agents and employees, and any additional entities as the WisDOT may request as additional insureds must be named as an Additional Insured which shall include: i) liability arising out of the Work performed by the named insured; ii) liability arising out of the supervision of the Work performed by or operations of the named insured; and iii) liability of the acts or omissions of the Additional Insureds relating to Work performed by the named insured for the Project, except for sole negligence of the Additional Insureds iv) will state that coverage is afforded on a primary and non-contributory basis.

ALL contractors shall provide evidence of Automobile Liability insurance. **The OCIP does not cover automobile liability.**

Automobile Liability

- Commercial automobile liability insurance as specified by Insurance Services Office (ISO), form CA 00 01, symbol 1 (any auto) with the following limits and endorsements:
 - a. No Trucking or Hauling: \$1,000,000 Each Accident
 - b. Trucking or Hauling (Non Hazardous Materials): \$2,000,000 Each Accident
 - c. Trucking or Hauling Hazardous Materials: \$5,000,000 Each Accident with an MCS 90 Endorsement and ISO Endorsement CA 99 48.
- Coverage will apply both on and off the Project Site.

Contractors Pollution Liability

For any work over water, whether deemed navigable or otherwise, Contractors Pollution Liability insurance with \$2,000,000 per occurrence and \$2,000,000 aggregate policy limits.

Property Insurance

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

The OCIP does **not** provide coverage for Contractors' personal property.

The OCIP does **not** provide Watercraft or Aircraft Liability insurance.

Watercraft and Aircraft Liability

Aviation and/or Watercraft Liability insurance, as appropriate, including hull and protection and indemnity for watercraft, or other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the Owner.

Waiver of Subrogation

Where permitted by law, Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the Owner, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any, and any other Contractor or Subcontractor performing work or rendering services on behalf of the Owner in connection with the planning, development and construction of the Project. Where permitted by law, Contractor shall also require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against Contractor together with the same parties referenced immediately above in this section. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

Note: Required Additional Insured Wording

Contractor's General Liability and Excess/Umbrella Liability Policies will name the Wisconsin Department of Transportation, their respective officers, agents and employees, and any additional entities as the WisDOT may request as additional insureds as additional insureds and will state that coverage is afforded on a primary and non-contributory basis.

Contractor Responsibilities

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

The Contractor and its Subcontractors of all tiers are required to cooperate with Owner and its OCIP Administrator in all aspects of OCIP operation and administration. The responsibilities include, but not limited to:

- Removing from your bid and all change orders the cost of OCIP-provided insurance;
- Include OCIP provisions in all subcontracts;
- Enroll in the OCIP within five (5) business days of execution of the contract and maintain enrollment in the OCIP, and assure that Contractor's eligible Subcontractors enroll in the OCIP and maintain enrollment in the OCIP within five (5) business days of subcontracting and prior to the commencement of their Work at the Project Site;
- Submit the following forms completed **in their entirety** to the OCIP Administrator prior to mobilizing in order to enroll in the program: Aon Form-3 and WKC-7213;
- Comply with all of the administrative, safety, insurance, and other requirements outlined in this special provision, the Insurance Manual, the OCIP insurance policies, the Safety and Health Plan Manual, or elsewhere in the contract documents.
- Provide each of its Subcontractors with a copy of the Insurance Manual and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this special provision, and the contract documents. The failure of (a) the Owner to include the Insurance Manual in the bid documents or (b) Contractor to provide each of its eligible Subcontractors with a copy of same, shall not relieve Contractor or any of its Subcontractors from any of the obligations contained therein;
- Acknowledge, and require all of its Subcontractors to acknowledge in writing, that the Owner and the OCIP Administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an "OCIP insurer") and that the Owner is not responsible for any claims or disputes between or among Contractor, its Subcontractors, and any OCIP

- insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP coverage's that Contractor or any Subcontractor requires for its or their own protection, or that is required by applicable laws or regulations, shall be Contractor's or its Subcontractor's sole responsibility and expense and shall not be billed to the Owner.
- Notify the OCIP Administrator of all subcontracts awarded;
- Cooperate fully with the OCIP Administrator and the OCIP insurers, as applicable, in its or their administration of the OCIP;
- Provide, within five (5) business days of the Owner's or the OCIP Administrator's request, all documents or information as requested of Contractor or its Subcontractors. Such information may include but not be limited to, payroll records, certified copies of insurance coverage's, declaration pages of coverage's, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, or such other data or information as the Owner, the OCIP Administrator, or OCIP insurers may request in the administration of the OCIP, or as required by the Insurance Manual;
- Comply with insurance, claim and safety procedures and other requirements outlined in the Contract and Insurance Manual;
- Pay to the Owner's designee within five (5) days of written notification, a sum of up to \$ 10,000 of each claim, including court costs, attorneys fees and costs of defense for property damage and bodily injury, to the extent losses are insured under the OCIP commercial general liability policy are attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Contractor may be responsible ("contractor general liability obligation"). The contractor general liability obligation will not be insured by the OCIP Coverage's.
- Obligation payment should be sent to:

Debbie Monroe
Aon Risk Services, Inc of Wisconsin
330 E Kilbourn Ave,
Milwaukee, WI 53202
- Access to the Project Site will not be allowed until each employee has gone through the orientation and passed a drug test.
- Prompt payment of Builders Risk Obligations as required by Contract.

Bid Procedures

See Section 2 for information on contacting the OCIP Administrator.

WisDOT provides certain insurance for all Enrolled Parties under the OCIP for Work performed at the Project Site. The section below, “Identifying OCIP Insurance Costs,” describes the procedures for bidding.

Identifying Insurance Costs

All Enrolled Parties are required to **exclude** from its bid its cost for the insurance coverages that are provided under the OCIP program.

Change Orders

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

Enrollment

See Section 8 for sample OCIP forms.

Each Contractor shall provide details about its Subcontractors as necessary for OCIP enrollment. Owner will need all of the information requested on the **Enrollment Application Form (Form-3)** and form **DWD Form WKC-7213** in Section 8. These forms must be completed and submitted to the OCIP Administrator **prior to mobilization** to obtain coverage under the OCIP.

A separate **Enrollment Application Form (Form-3)** is required for each contract a Contractor or Subcontractor performs work under. A separate Workers' Compensation policy will be issued to each Enrolled Party.

The OCIP Administrator will issue to each Enrolled Party a Confirmation Letter and OCIP Certificate of Insurance acknowledging acceptance of the applicant into Owner's OCIP.

Note: Enrollment is not automatic!

Enrollment into the OCIP is required, but not automatic. Eligible Contractors and all Eligible Subcontractors **MUST** complete the enrollment forms and participate in the enrollment process (including safety orientation and drug testing) for OCIP coverage to apply. Access to the Project Site will not be permitted until enrollment is complete.

Extension

If a Contractor or Subcontractor does not complete its work within the time frame indicated on its Enrollment application, it must complete and submit

DWD WKC-7214 (Contract extension) found in Section 8 to the OCIP Administrator. Please note that only the **WKC-7214** form must be submitted, not the **Aon Form 3**.

Safety Guidelines

Each Contractor and Subcontractor is required to establish a written safety program that meets or exceeds the requirements in the Project Safety & Health Program Manual. Minimum standards for contractor programs are outlined in Owner's Safety & Health Program Manual. Note, each Contractor and Subcontractor is required to submit its project-specific safety program to the Project Safety Manager prior to mobilization.

Assignment of Return Premiums

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

Payroll Reports

By the 10th of each month, every Enrolled Party must submit to the OCIP Administrator an **On-Site Payroll Report (Aon Form-4)** identifying man-hours and payroll for all Work performed at the Project Site. This report shall classify the labor expended at each Project Site according to the Standard Workers' Compensation Insurance Classification.

NOTE: The Monthly Payroll Report should include the "straight-time" payroll and the "straight-time" portion of any "overtime" payroll for all OCIP qualified employees, including on-site supervisors and on-site clerical personnel.

A monthly payroll report must be submitted for each month, including "zero (0) payroll" if applicable, until completion of the work under each Contract. For those Contractors and Subcontractors performing Work under multiple Contracts, **a separate On-Site Payroll Report (Aon Form-4) is required for each Contract.**

Payroll information may be submitted online at **www.aonwrap.aon.com**. Contact the OCIP Administrator for a login ID, password and instructions.

Contract Modification Procedures

All Contract modifications, including change orders, shall be priced by the Contractor (and its Subcontractors) to **exclude** the cost of OCIP insurance coverages.

Close Out and Audit Procedures

Submit the **Notice of Work Completion Form (Form-5)** and **WKC-7215 Wrap-Up Closure Form** when a Contractor and/or an associated Subcontractor have completed its Work at the Project Site and no longer have on-site workers. The Aon Form 5 will initiate the final payroll report and audit of payroll and man-hours by the OCIP Insurer. A copy of the Notice of Work Completion form (Aon-5) with instructions and the Wrap-Up Closure Form can be found in Section 8.

Owner will not release final payment until all necessary forms have been submitted to the OCIP Administrator. Any outstanding obligations for which the Contractor or Subcontractor of any tier is responsible for will be considered at the time of closeout.

OCIP Termination or Modification

Owner may, for any reason, modify the OCIP Coverages, discontinue the OCIP, or request that the Contractor or any of its Subcontractors withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its Subcontractors, as specified by Owner in such notice, shall obtain and thereafter maintain at the Owner's expense, Contractor Maintained Coverages as outlined on page 15 of this manual (or a portion thereof as specified by the Owner). The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to the Owner's approval.

Claim Procedures

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

General Procedures

Report all injuries, occupational-related illnesses to Project Safety Manager immediately. Report all motorist accidents, injury to the public, and property damage to the Project Safety Manager immediately. All Contractors/Subcontractors and others involved in the OCIP will instruct employees and other personnel to report all claims immediately according to the procedures detailed in this manual.

Project Safety Manager

TBD

Address

City, State Zip

Main Phone: (xxx) xxx-xxxx

Main Fax: (xxx) xxx-xxxx

Cell Phone: (xxx) xxx-xxxx

Immediately call the Project Safety Manager in the event of the following:

- Any injury for which an ambulance is called
- Injury to head or neck
- Possible injury to back or spinal cord
- Unconscious employee
- Possible blindness
- Amputation of limbs
- Fatality
- Heart attack or stroke
- Hospitalization
- Property damage estimated over \$1,000
- Auto Accidents
- Accidents involving the public

Investigation Assistance

All Contractors and Subcontractors will assist in the investigation of any accident or occurrence involving injury to persons or property. All Contractors and Subcontractors will cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

Workers' Compensation Claims

All Claims MUST be reported within 24 hours to the Project Safety Manager.

The main responsibility for any Contractor and/or Subcontractor is first to see that the injured worker receives immediate medical care. Next, you should immediately notify the Project Safety Manager in the event of a serious injury or accident.

The Contractor's and Subcontractor's on-site personnel will follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury:

1. Immediately report all injuries or occupational-related illnesses to Employer, project supervisor, Project Safety Manager and go to the designated medical facility for treatment.
2. Employer must complete a Supervisor's Accident Investigation, along with the State Employer's First Report of Injury form and return to the Project Safety Manager within 24 hours of employee's notice of injury/claim. The Project Safety Manager will fax/mail the completed form to the Insurance Claim Administrator within 24 hours of receipt.

Liability Claims

Report all Liability claims to the Project Safety Manager.

Contractor and/or Subcontractors must immediately report all accidents at the Project Site involving death, injury, or damage to property of non-employee personnel (the public, tenants, and visitors) to the Project Safety Manager. As soon as the on-site personnel become aware of the accident or occurrence, they must:

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.
2. Complete and submit a Supervisor's Accident Investigation Report and General Liability Loss Notice to the Project Safety Manager within 24 hours of the incident.

3. Immediately send all subsequent inquiries or correspondence about an insured loss or claim, including a summons or other legal documents, to the OCIP insurer. If served with a summons or other legal document relating to a covered claim under the OCIP, notify the OCIP insurer immediately.

Do not voluntarily admit liability. Cooperate with Owner or the OCIP insurer representatives in the accident investigation.

The Contractor or Subcontractor will be assessed a sum of up to \$10,000 of each claim involving property damage or bodily injury, including court costs, attorneys fees and costs of defense, to the extent losses that are insured under the OCIP commercial general liability policy are attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Contractor may be responsible ("contractor general liability obligation").

Report all Auto claims to your insurance carrier.

Automobile Claims

No coverage is provided for automobile liability insurance and automobile physical damage insurance under the OCIP. It is the sole responsibility of each Contractor and subcontractor to report accidents/claims involving their own automobiles to their own insurers.

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

Forms

This section contains the following forms:

General Information

Exhibit 1 WisDot OCIP Matrix

Enrollment Forms

Aon Form-3 Enrollment Application

WKC-7213 DWD Contractor/Subcontractor Wrap-Up Application for Divided Insurance Coverage Under the Wisconsin Worker's Compensation Act

Payroll Form

Aon Form-4 On-Site Payroll Report

Extension Form

WKC-7214 Contractor/Subcontractor Wrap-Up Extension Form for Divided Insurance Coverage Under the Wisconsin Worker's Compensation Act

Work Completion Forms

Aon Form-5 Notice of Work Completion

WKC-7215 Wrap-Up Project Closure Form

Sample Certificate of Insurance

Exhibit 2 Sample Enrolled party Off-site Certificate of Insurance

For assistance in completing these forms, please contact:

Aon Risk Services – On Site Administrator - TBD
Phone: (312) 381-4497
Fax: (312) 381-0290

EXHIBIT 1: WisDOT OCIP Matrix
WisDOT OCIP Matrix

| Employee Category | Enrolled in OCIP | Drug Testing | Full OCIP Orientation | Corporate Training | Mini Orientation | Does the OCIP Safety Program Apply | Escorted |
|--|-------------------------|---------------------|------------------------------|---------------------------|-------------------------|---|-----------------|
| CONTRACTORS | Yes | Yes | Yes | Yes | No | Yes | No |
| Sub-Contractors | Yes | Yes | Yes | Yes | No | Yes | No |
| Consultants | Yes | Yes | Yes | Yes | No | Yes | No |
| Visitors | No | No | No | Yes | Yes | Yes | Yes |
| Guests | No | No | No | Yes | Yes | Yes | Yes |
| USH 41 Project Team | No | Yes | Yes | Yes | No | Yes | No |
| State Employees with on-site business more than 3 times per year. | No | Yes | Yes | Yes | No | Yes | No |
| State Employees with on site business less than 3 times per year. | No | No | No | Yes | Yes | Yes | Yes |
| Local Government, Utilities, Delivery Personnel | No | No | No | Yes | Yes | Yes | No |
| County Highway Department and City Employees performing physical labor within the footprint. | No | No | Yes | Yes | No | Yes | No |
| Vendors providing Maintenance to vendors under a purchase order and not a contract. | Yes | Yes | Yes | Yes | No | Yes | No |
| Vendors Providing services to contractors under a written agreement or contract | Yes | Yes | Yes | Yes | No | Yes | No |
| Law Enforcement | No | No | No | No | No | No | No |

Examine your current Workers Compensation and General Liability Policies or contact your Insurance Agent to assist you with completing this form. *** NOTICE *** Enrollment is not automatic and requires the satisfactory completion of the Aon Form-3 & DWD Form WKC-7213.

A. Contractor Information:Federal ID # or Soc. Sec. #: ¹ _____Company Name & dba: ² _____

Contact Name & Title: _____

Address: _____

City, State Zip Code: _____

Telephone: _____

Fax: _____

E.mail Address: _____

Indicate your Organization's Structure: ⁴ ☐ Corporation ☐ Partnership ☐ S-Corporation☐ Joint Venture ☐ Sole Proprietor ☐ Other _____

▼ Business Information (headquarters)

▼ Contact Information (address questions to...)

B. CONTRACT INFORMATION:Contract No.: ¹ _____Date Contract Awarded: ² _____Description of Work: ³ _____Proposed Contract Price \$: ⁴ _____Are you Submitting a bid to: ⁶ ☐ Yes ☐ NoAmount of Self Performed Work \$: ⁵ _____If No, identify to whom: ⁷ _____⁷ ☐ Actual ☐ Estimated
Start Date: _____⁸ ☐ Actual ☐ Estimated
Completion Date: _____**C. Contacts: (Complete if Applicable)**

| Position | ¹ Name & Title | ² Phone | ³ Fax | ⁴ email address |
|-----------------|---------------------------|--------------------|------------------|----------------------------|
| Project Mgr: | | | | |
| Res. Engineer: | | | | |
| Insurance: | | | | |
| Contract Admin: | | | | |
| Payroll: | | | | |
| Claims: | | | | |
| Safety Rep: | | | | |

Provide Location of payroll records if
different than Corporate address: ⁵ _____

Phone: _____

City, State, Zip Code: _____

Fax: _____

D. Workers Compensation Insurance Information for Work Described Above: (attach a separate sheet if necessary)

| a State | b Class Code | c Description | d Man-hours | e Payroll |
|--------------|-----------------|------------------|----------------|--------------|
| ¹ | | | | |
| | | | | |
| Totals | | | ² | ³ |

E. Provide your current Off-Site Workers Compensation Information: (for each state you will perform work in)

| Applicable State | Risk ID Number | Rating Bureau | Anniversary Rating Date |
|------------------|----------------|---------------|-------------------------|
| ¹ | ² | ³ | ⁴ |

Your WC Insurance Carrier: ⁵ _____Policy #: ⁶ _____Effective Date: ⁷ _____Expiration Date: ⁸ _____

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

| 1 Subcontractor | 2 Subcontract \$ | 3 Contact Person | 4 Address | 5 Phone & Fax No | 6 Estimated Start Date |
|--------------------|---------------------|---------------------|--------------|---------------------|---------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

G. Enrollment Questions: *Answer* each question. Use additional paper if necessary.

- 1 Will you have any off-site location(s) 100% dedicated to this project? ☐ Yes ☐ No If yes, please provide address: _____
- 2 Please check if: ☐ Any aircraft used on this project ☐ Any watercraft used on this project
- 3 Please indicate if labor from the following sources will be used: ☐ Employee Leasing Firm ☐ Temporary Labor Agency
- 4 _____
- 5 _____
- 6 _____
- 7 _____

H. WARRANTY APPLICABLE TO PROGRAM INSURANCE COVERAGE

- 1 Premiums for this Program are the responsibility of Wisconsin Department of Transportation and I agree any and all return of premium, dividends, discounts, or other adjustments to any Program policy(ies) is assigned, transferred and set over absolutely to the Wisconsin Department of Transportation. This assignment applies to the Program policy(ies) as now written or as subsequently modified, rewritten or replaced. Rights of Cancellation for all Program insurance policy(ies) arranged by the Wisconsin Department of Transportation and are assigned to Wisconsin Department of Transportation.
- 2 I will pay the cost of premium(s) for non-Program insurance coverage, specified in the Contract Documents.
- 3 I authorized the release of all claim information for all insurance policies under this Program.
- 4 It is my responsibility to notify my insurance carrier(s) that I am enrolling in this Program.
- 5 I have omitted from my bid the insurance costs for the coverage provided by The Owner.
- 6 The statements in this insurance application are true to the best of my knowledge.

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

Name: _____
(please print)

Date: _____

Title: _____

Signature: _____

Fax or Mail to: TBD
Aon Risk Services

Phone: (312) 381-4497
Fax: (312) 381-0290

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

A. Contractor Information

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

B. Contract Information

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

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

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

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

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

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

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

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

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

G. Enrollment Questions

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

H. Warranty Statements:

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

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

Forward the completed Enrollment Application to the Aon administrator identified at the bottom of page 2 of this form. The administrator prior to the start of your work on-site must receive this form.

Department of Workforce Development
Worker's Compensation Division
Bureau of Insurance Programs
 201 E. Washington Ave., Rm. C100
 P.O. Box 7901
 Madison, WI 53707-7901
 Telephone: (608) 266-3046
 Fax: (608) 266-6827
<http://www.dwd.state.wi.us/wc/>
 e-mail: DWDDWC@dwd.state.wi.us

Contractor/Subcontractor Wrap-Up Application for Divided Insurance Coverage Under the Wisconsin Worker's Compensation Act

| | | |
|--|---|---|
| Wrap-Up Project Name USH - 41 Corridor | | |
| Name of Owner, Contractor or Other Party Who Awarded or Will Award the Contract to the Applicant | | Contract or Job # |
| Applicant (full legal name of business) | | FEIN Number |
| Are Employees Leased? | Name of Company Employees Are Leased From | |
| Applicant Street Address (P.O. Box, if any) | City, State, Zip Code | Telephone Number |
| Applicant Is (Check One) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other (Specify) | | List Parent Firm Name if Applicable |
| Are You Registered With the Wisconsin Department of Financial Institutions? <input type="checkbox"/> Yes <input type="checkbox"/> No | | If Not Located in Wisconsin, Have You Ever Done Work on Other Construction Projects in Wisconsin? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Your Estimated Starting Date on Wrap-up Project | | Estimated Completion Date or Time To Complete |
| How Many Employees Do You Expect To Employ on the Wrap-up Project? | | During the Course of Your Contract, Will You Be Engaged in Other Work in Wisconsin? <input type="checkbox"/> Yes |
| Name of Applicant Regular Worker's Compensation Insurance Company (Full Legal Name) | | |
| Name of Designated Wrap-up Carrier Insuring Worker's Compensation on the Wrap-up Project | | |

We understand this general contractor wrap-up application must receive the approval of the Wisconsin Department of Workforce Development (hereafter called department). This approval will permit a division of our insurance coverage under the Wisconsin Worker's Compensation Act. A separate policy will be issued on our worker's compensation liability on work performed under contract on the above identified wrap-up project. With this understanding, we agree to the following conditions.

- A. This divided insurance privilege may be revoked at the discretion of the department at any time.
- B. All reports which may be required under Chapters 101, 102 and 626, Wisconsin Statutes, and under Rules and Guidelines of the Department and of the Bureau will be promptly furnished to the Department and to the Wisconsin Compensation Rating Board (hereafter called WCRB).
- C. The divided worker's compensation insurance coverage as approved by written order of the department will not be changed unless the Department approves such change by a new written order.
- D. The interchange of employees between the operations covered by the separate worker's compensation policies will be at an absolute minimum. Separate payroll records will be maintained for work done under these separate worker's compensation policies so there will be no confusion between the insurance carriers in the event of any injury or illness to an employee.
- E. We will comply with all Wisconsin Statutes and all Rules and Guidelines promulgated by the Department, the Wisconsin Commissioner of Insurance (OCI) and the WCRB.

Failure to comply with applicable provisions of Wisconsin Laws, Rules and Guidelines of the Department, OCI and the WCRB, or with these agreements, or any deviation from the approved plans or procedures, shall be deemed grounds for termination of wrap-up privileges.

This Application Is Voluntarily Signed and Submitted On:

Date

Type or Print Applicant Name Above

Type or Print Name of Person Signing This Application

Signature of Official Executing This Application

Title of Official

SPECIAL ORDER

Granting permission by Wisconsin Department of Workforce Development for divided insurance coverage under the Wisconsin Worker's Compensation Act on wrap-up project.

This application has been approved and filed. The Department is satisfied that permitting divided insurance coverage will not result in confusion between the separately insured portions of the employer's liability.

IT IS NOW ORDERED, pursuant to Section 102.31, Wisconsin Statutes, that the employer's divided insurance coverage for this wrap-up project is granted from _____ until this employer's work is completed on the wrap-up project.

This Order is subject to revocation for cause at any time. It is also subject to observance of all applicable provisions of Wisconsin Laws, Rules and Guidelines of the Wisconsin Department of Workforce Development, and all Agreements included within this application.

Dated (mo/day/yr) _____ Signed by _____

cc: ☐ Applicant ☐ Designated Wrap-Up Carrier ☐ WCRB ☐ Owner

Complete a Separate Form for Each Contract with WisDOT, USH 41 Corridor.
Your report is due to the Aon Insurance Administrator, identified below, no later than the 10th day of the succeeding month.
Complete this report even though no work was performed; enter zero (0) for the Reportable Payroll.
Delay in providing this report may result in payments being withheld.

A. REPORT IDENTIFICATION

Period Beginning: ¹ _____ Period Ending: ² _____ Year: ³ _____
Contractor: ⁴ _____
Under Contract with: ⁵ _____
Contract #: ⁶ _____ USH 41 Corridor

B. ACTIVITY REPORT

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

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

C. ADDITIONAL DATA REQUIREMENTS :

1. _____
2. _____
3. _____

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

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

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

Note: Information can be submitted on-line at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.

Fax or Mail to: TBD
Aon Risk Services

Phone: (312) 381-4497
Fax: (312) 381-0290

The Contractor and every Subcontractor of any tier performing work at the Project Site for each Contract awarded must complete this form each month. The Contractor/Subcontractor must attach the completed report to their monthly pay request in order to receive interim payment. Contractors will be responsible for the submission of this form by their Subcontractors. Aon Risk Services can forward a supply of these forms to your company upon request.

A. Report Identification

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

B. Activity Report

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

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

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

Note: Information can be submitted on-line at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.

**Contractor/Subcontractor Wrap- Up Extension Form for Divided
Insurance Coverage Under the Wisconsin Worker's Compensation Act**

| | | |
|--|---|--|
| Wrap-Up Project Name USH-41 Corridor | | |
| Name Of Owner, Contractor Or Other Party Who Awarded Or Will Award The Contract To The Applicant | | Contract or Job Number |
| Applicant (full legal name of business) | | Federal Employer Identification Number (FEIN #) Number |
| Applicant Street Address (P.O. Box, if any) | City, State, Zip Code | Telephone Number |
| Are Employees Leased? <input type="checkbox"/> Yes <input type="checkbox"/> No | Name of Company Employees are Leased From | |

Due to changes in construction conditions and the work contracted on this wrap-up project will not be completed in the timeframe provided in the application and department order. I request that the order be extended to _____ so that we can meet our construction obligations under the wrap-up program.

This application is voluntarily signed and submitted on:

_____ Date

_____ Type or Print Name of Person Signing this Application

_____ Title of Official

_____ Signature of Official Executing This Application

SPECIAL ORDER

Granting permission by Wisconsin Department of Workforce Development for the extension of divided insurance coverage under the Wisconsin Worker's Compensation Act on wrap-up project.

This extension application has been approved and becomes part of the original order issued by the department. The department is satisfied that permitting divided insurance coverage will not result in confusion between the separately insured portions of the employer's liability.

IT IS NOW ORDERED, pursuant to Section 102.31, Wisconsin Statutes, that the employer's divided insurance coverage for this wrap-up project is extended to _____.

This Extension Order is subject to revocation for cause at any time. It is also subject to observance of all applicable provisions of Wisconsin Laws, Rules and Guidelines of the Wisconsin Department of Workforce Development, and all Agreements included within this and the original application.

Dated (mo/day/yr) _____ Signed by _____

cc: ☐ Applicant ☐ Designated Wrap-Up Carrier ☐ WCRB ☐ Owner

A. General Information

Contractor Name: ¹ _____
Contract #: ² _____

Description of Work Performed: ³ _____
⁴ _____

Date Work Completed: ⁵ _____

Date this Contract Completed: _____

B. Work Completion

The following Subcontractors have completed their Work at the Project Site:

(Add attachment if more space is needed)

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

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

Address: ² _____

City, State, Zip Code: _____

Contact/Phone #: _____

C. Signature Block

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

SIGNED BY: ¹ _____
Name & Title Date

APPROVED BY: ² _____
Construction Manager (Name & Title) Date

Fax or Mail to: TBD
Aon Risk Services

Phone: (312) 381-4497
Fax: (312) 381-0290

This form will be completed and returned to the Administrator by the contractor or Subcontractor whenever work is completed for each Contract or Subcontract. This form will initiate the final payroll audit process for the Contractor/Subcontractor identified in item 1. Final Payments and Release of Retainage will not occur until all payroll work is complete and finalized.

A. General Information

- 1 Provide the name of the Contractor completing their work.
- 2 Enter the contract number for the work being completed.
- 3 Provide a brief description of the work being completed.
- 4 Provide the Date the Work was completed.
- 5 Provide the Date the Contract was completed, if other than work completion date.

B. Work Completion

- 1 Enter the name of each Subcontractor that performed work for you that has also completed their work.
 - b Enter Subcontractors Contract Number.
 - c Provide a brief description of their work.
 - d Provide the Date they completed their work.
- 2 Identify the physical location of where your payroll records are retained. Provide the Address, City, State, Zip Code, Contact Name and Telephone Number of the person responsible for maintaining the payroll information for audit purposes.

C. Signature Block

- 1 This form must be signed by a representative of your company with the authority to Verify that the information is correct.
- 2 Have this form approved by the Construction Manager for the Project Site.

Department of Workforce Development
Worker's Compensation Division
Bureau of Insurance Programs
201 E. Washington Ave., Rm. C100
P.O. Box 7901
Madison, WI 53707-7901
Telephone: (608) 266-3046
Fax: (608) 266-6827
<http://www.dwd.state.wi.us/wc/>
e-mail: DWDDWC@dwd.state.wi.us

Wrap-Up Project Closure Form

| | |
|---|----------------|
| Wrap-Up Project Name USH-41 Corridor | Project Number |
|---|----------------|

The following contractor has completed its work at the above named project site.

| | | |
|---|-------|------------------------|
| Contractor Name | | |
| Completion Date | | |
| Mailing Address | | Telephone Number |
| City | State | Zip Code |
| Name of Owner, Contractor or Other Party Who Awarded the Contract | | Contract or Job Number |

Authorized Signature

Date

EXHIBIT 2 – Sample Enrolled Party Off-Site Certificate of Insurance

| ACORD® | | CERTIFICATE OF INSURANCE | | ISSUE DATE: CURRENT DATE | |
|---|---|--|---|---------------------------------|--|
| PRODUCER Insurance Agent's Name And Address TELEPHONE # | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW | | | |
| INSURED Subcontractor's Name and Address Sample Certificate for <u>Subcontractor Enrolled Parties</u> Required Insurance | | COMPANIES AFFORDING COVERAGE | | | |
| | | COMPANY A INSURANCE CARRIER | | | |
| | | LETTER | | | |
| | | COMPANY B | | | |
| | | LETTER | | | |
| | | COMPANY C | | | |
| | | LETTER | | | |
| | | COMPANY D | | | |
| | | LETTER | | | |
| COVERAGES | | | | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | |
| CO LTR | TYPE OF INSURANCE | POLICY NO. | POLICY EFF. DATE MM/DD/YY | POLICY EXP. DATE MM/DD/YY | ALL LIMITS |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> <u>PER PROJECT AGGREGATE</u> ENDORSEMENT | Policy Number | | | GENERAL AGGREGATE PRODUCTS-COMP/OPS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MEDICAL EXPENSE (Any one person) |
| | | | | | \$4,000,000 \$4,000,000 \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Policy Number | | | COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE |
| | | | | | \$1,000,000 |
| | EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE AGGREGATE |
| | | | | | |
| A | WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | Policy Number | | | STATUTORY LIMITS <input checked="" type="checkbox"/> {Project State} (Each accident) (Disease-policy limit) (Disease-each employee) |
| | | | | | \$100,000 \$500,000 \$100,000 |
| A | CONTRACTORS EQUIPMENT | Policy Number | | | |
| | | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: RE: USH 41 Corridor Project; CONTRACT # _____. Wisconsin Department of Transportation their officers, directors, employees and agents of the foregoing, are Additional Insureds on a Primary and Non-contributing basis, on the General Liability and Excess/Umbrella Liability Policies. Waiver of Subrogation applies to all policies. GL and WC coverage apply off-site. | | | | | |
| CERTIFICATE HOLDER WisDOT c/o Aon Risk Services Central, Inc. – Illinois Division 200 E. Randolph Street, 12 th Floor Chicago, IL Attention: Valerie Lucas | | | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. | | |
| | | | AUTHORIZED REPRESENTATIVE By: _____ (original signature) | | |
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