INVITATION FOR BIDS
CCK-2457-20, Project 2530.0
Improve Student Center Space 2 –
Dining Facilities Expansion Project
BP-01 TC-001 Site Excavation
TC-002 Site General Conditions
ADDENDUM # 1
12/20/2019

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: BID AND ADDENDUM MUST BE RECEIVED BY 1-10-2019 @ 3:00 P.M. LEXINGTON, KY TIME

Bidder must acknowledge receipt of this and any addendum as stated in the Invitation for Bids.

1. Please refer to the attached Addendum No. 1 dated 12/20/2019 and include in the Offer:

2. Also, include the attached updated CCIP Insurance Manual dated 12/19/2019, pages 1 thru 38.
UK Student Center Space 2 – Dining Facilities Expansion Project
ADDENDUM No. 1
CCK-2457-20
12/20/2019

Item No. 1  Revise Advertisement for Bids, item 13. WRITTEN QUESTIONS; Written questions shall be due in writing to Mike Mudd or Suellen Bowling, Capital Construction Procurement, no later than 5pm on January 2, 2020.

Item No. 2  Revise Attachment A, 3A page, item “C” and project manual Table of Contents to include Attachment D – CCIP Manual dated December 19, 2019 and include in your scope of work for all trades.

C. ADDITIONAL CONTRACT DOCUMENTS
  ▪ Attachment “B” – Trade Contractor ___ Scope of Work
  ▪ Project General Requirements
  ▪ Attachment “C” Project Safety Program dated December 5, 2018
  ▪ Attachment “D” CCIP Manual dated December 19, 2019
  ▪ Attachment “E” Accounting Procedures
  ▪ Attachment “F” Percentage Markup Sheet
  ▪ Attachment “G” Project Schedule
  ▪ Attachment “H” Reserved for future bid packages
  ▪ Attachment “I” Project Logistics Plan
  ▪ Project General Conditions
  ▪ Project Special Conditions
Adherence to the Provisions of this Manual is a Requirement of Your Contract

This Manual Dated: December 19, 2019
UK Student Center Dining Expansion

Project Location:
Lexington, KY

Turner Business Unit: Cincinnati
250 West Court St., Cincinnati, OH  45202
Telephone: 513.721.4224
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CCIP Overview

Welcome to the Turner Contractor Controlled Insurance Program (CCIP). Turner Construction Company (Turner) has purchased the coverage and is therefore the Sponsor of the CCIP. A CCIP is a coordinated insurance program where Turner provides specified coverage for enrolled contractors performing work at the project site. Turner Surety and Insurance Brokerage (TSIB) is the administrator for the CCIP.

About This Insurance Manual

This insurance manual (Manual) provides information about bidding procedures, contact information, coverages provided by the CCIP, insurance coverage required of enrolled and excluded Subcontractors, the CCIP enrollment process and claim procedures. The manual also provides information about participant responsibilities and obligations.

This Manual:
- Generally describes the structure of the CCIP
- Provides answers to basic questions about the CCIP
- Identifies responsibilities and obligations of the various parties involved in the Project
- Provides a basic description of CCIP coverage (CCIP coverage is determined exclusively by the terms of the CCIP insurance policies)
- Sets forth insurance requirements for project Subcontractors
- Sets forth enrollment requirements
- Describes audit and administrative procedures

This Manual does not:
- Provide complete information about coverages and policy exclusions
- Provide coverage interpretations
- Provide answers to specific claims questions

Refer questions about the CCIP, its coverage or administration to the contact provided in the Project Directory in Section 2.

Advisory

The information in this Manual is intended to outline the CCIP. CCIP coverage is provided as set forth in the CCIP insurance policies. If any conflict exists between this Manual and the CCIP insurance policies, the CCIP insurance policies will govern.
Notify Your Agent/Broker

It is important that you immediately notify your insurance agent(s) or broker(s) about your participation in the CCIP so they can consider your exposures and arrange your coverage in consideration of the CCIP. You can provide them a copy of this Manual. Your insurance representative should review the scope and limitations of the CCIP coverage since CCIP coverage only applies to work performed at the project site, after the inception date of your enrollment into this program.

Most liability policies include an exclusion for work covered by a controlled insurance program (CIP) or CCIP (often referred to as a “Wrap” exclusion). It is important for you and your agent or broker to fully understand the scope of the CIP exclusion on your policy and how it may apply to your operations or activities. You should ask your insurance agent or broker to endorse your liability coverage to be excess and contingent over the CCIP coverage provided by this Program. Any additional coverage you may wish to purchase will be at your option and expense.

Bid Instructions

You are required to prepare your bid to exclude the cost of your insurance for onsite workers’ compensation, employer’s liability, and primary and excess general liability. You must calculate the cost of insurance to be removed from your bid based on your current insurance rates at the time of bid. Turner may modify bidding and insurance cost identification procedures as necessary based on the specific project requirements.
CCIP Project Directory

CCIP Administration

**SUBCONTRACTOR CONTACT:**

Turner Surety and Insurance Brokerage Wrap-Up Services  
35 Nutmeg Drive, Suite 300  
Trumbull, CT 06611  
***SERVICE CENTER WRAP ADMINISTRATOR***  
Brandon McLawhon  
Direct: 203.945.1765  
E-Mail: rmclawhon@tsibinc.com

**REGIONAL PROGRAM MANAGER:**

Turner Surety and Insurance Brokerage  
Melissa Jarrett  
Direct: 256.665.1300  
E-Mail: mjarrett@tsibinc.com
<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Telephone</th>
<th>Direct</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT MANAGER</strong> –</td>
<td>Ben Noble</td>
<td>859.509.2398</td>
<td>PM’s Cell #</td>
<td><a href="mailto:bnoble@tcco.com">bnoble@tcco.com</a></td>
</tr>
<tr>
<td><strong>SITE SAFETY MANAGER</strong> –</td>
<td>Mathew Cardani</td>
<td>(786) 390-6434</td>
<td>Safety’s Cell #</td>
<td><a href="mailto:mcardani@tcco.com">mcardani@tcco.com</a></td>
</tr>
<tr>
<td><strong>PROJECT SUPERINTENDENT</strong> –</td>
<td>Austin Stivers</td>
<td>(513) 904-7631</td>
<td>Superintendent’s Cell #</td>
<td><a href="mailto:astivers@tcco.com">astivers@tcco.com</a></td>
</tr>
<tr>
<td><strong>PROJECT ENGINEER</strong> –</td>
<td>Stephanie Sharp</td>
<td>(513) 316-3845</td>
<td>Project Engineer Cell #</td>
<td><a href="mailto:stsharp@tcco.com">stsharp@tcco.com</a></td>
</tr>
<tr>
<td><strong>CLAIM COORDINATOR</strong> –</td>
<td>Emily Viltrakis</td>
<td>(513) 404-1060</td>
<td>Claim’s cell #</td>
<td>email</td>
</tr>
<tr>
<td><strong>CCIP COORDINATOR</strong> –</td>
<td>CCIP coordinator</td>
<td>phone</td>
<td>CCIP Coord’s cell #</td>
<td><a href="mailto:eviltrakis@tcco.com">eviltrakis@tcco.com</a></td>
</tr>
</tbody>
</table>
**Project Definitions**

The following list includes key CCIP definitions.

**CCIP:** A “CCIP,” or Contractor Controlled Insurance Program, is a coordinated insurance program providing certain coverages, as defined herein, for Turner and Enrolled Parties performing Work at the Project Site.

**CCIP Coverage:** Workers’ compensation and employer’s liability insurance, commercial general liability insurance, and excess liability insurance as detailed in the CCIP insurance policies for the benefit of Turner and Enrolled Parties performing Work at the Project Site.

**CCIP Administrator:** The party that provides administration services for the CCIP. Turner Surety and Insurance Brokerage (“TSIB”) is the CCIP Administrator.

**CCIP Insurer:** The insurance company(s) named on a policy or certificate of insurance. Liberty Mutual is the CCIP Insurer for workers’ compensation, employer’s liability and primary general liability.

**CCIP Sponsor:** The party that purchases the CCIP. Turner Construction Company (“Turner” or “Turner Construction”) is the sponsor for the CCIP.

**California Affirmation Audit** The CA Workers Compensation Insurance Rating Bureau (WCIRB) routinely audits insurers’ use of limiting and restricting endorsements to ensure compliance with CA regulations. Title 10 of the California Code of Regulations requires insurers to obtain written documentation from the policyholder confirming that other coverage is in place (or is lawfully uninsured/self-insured) for the employees, operations, and locations excluded by a limiting and restricting endorsement. The CA WCIRB completes affirmation audits to ensure compliance with Title 10.

**California Limiting and Restricting Endorsements** A limiting and restricting endorsement is defined under the California Code as “an endorsement that excludes from coverage some portion of workers’ compensation liability for which the employer is required to secure payment pursuant to the Labor Code.” They include officer, operations, and location exclusions. For Enrolled contractors, this applies to offsite operations.

**Contractor Portal:** The website used by all contractors to manage their participation in the CIP.

**Eligible Parties/Eligible Subcontractor:** Parties performing labor or services at the Project Site who are not Excluded Parties and are eligible to enroll in the CCIP.
Those Eligible Parties or Eligible Subcontractors who have submitted all necessary enrollment information as detailed in Section 6, have been accepted and enrolled into the CCIP and have received a Welcome Letter and Certificate of Insurance as evidence of enrollment.

At the discretion of Turner, or subject to state regulations, the following parties are excluded from (not eligible for) enrollment in the CCIP:

1. Hazardous materials remediation, removal and/or transport companies and their consultants;
2. Any Subcontractor performing structural demolition which is the moving or relocating of load bearing beams, columns, or walls;
3. Architects, engineers, soil testing engineers, surveyors, and their consultants;
4. 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;
5. Subcontractors, and any of their respective Sub-subcontractors, who do not perform any actual labor on the Project Site;
6. Mobile crane owners and/or operators whose sole scope of work involves the lifting or placement of materials or equipment for other Contractors/Subcontractors of any tier;
7. Building implosion Subcontractors of any tier, or Subcontractors of any tier involved with blasting or the use of explosives;
8. Window washing systems (davit type systems or equivalent).
10. Any other Subcontractor of any tier which Turner, at its sole discretion (and as permitted by law), chooses to exclude from enrollment.
11. In NYC, Local 3 Electricians

The project location (designated in this Manual and more fully identified in the Subcontract Agreement) and adjacent or nearby areas as defined in the project documents where incidental operations are performed, excluding permanent locations of any insured party.

Includes only those persons, firms, joint venture entities, corporations, or other parties that enter into a direct contractual agreement with Turner to perform Work at the Project Site.

Includes only those persons, firms, joint venture entities, corporations, or other parties of any tier that enter into a Sub-subcontract Agreement with a Subcontractor or Sub-subcontractor of any tier to perform Work at the Project Site.

A written agreement between Turner Construction and the Subcontractor.

A written agreement between Subcontractors of any tier.

The cost, at current corporate insurance rates, to provide insurance required by the Subcontract Agreement or Sub-subcontract Agreement if the CCIP was not provided.
**PROJECT DEFINITIONS**

**Verified Insurance Cost:** The Subcontractor or Sub-subcontractors Insurance Cost that has been verified by the CCIP Administrator.

**Verified Blended Payroll Rate:** The composite rate determined by dividing an Enrolled Party’s total Verified Insurance Cost by the Enrolled Party’s estimated payroll multiplied by 100. The Verified Blended Payroll Rate is expressed as per $100 of payroll. The Verified Blended Payroll Rate formula equals (Verified Insurance Cost / Estimated Payroll) * 100.

**Final Insurance Cost Adjustment:** An adjustment to the subcontract price that Turner, at their sole discretion, can make in the event of an underestimate of payroll.

**Work:** Operations or activities, as fully described in the Subcontract Agreement or Sub-subcontractor Agreement, performed at the Project Site.

**Work Description:**

This project includes the expansion of the newly constructed Student Center. It includes a three story addition with the primary use being for commercial dining and food services.

**Liberty Mutual Health Care Network (HCN)**

Turner provides medical care for work related injuries for enrolled subcontractors through the Liberty Health Care Network (HCN) for the State of Texas and California. Documentation regarding the Liberty HCN is available upon written request or at the Turner jobsite.

State law requires Turner to provide covered employees with a notice of network requirements and obtain a signed acknowledgement form from each covered employee at the following times: 1) within 3 days of hiring a new employee and 2) at the time Turner receives notification of an injury. All materials are available in English, Spanish, and Vietnamese. Other languages are available upon request.
CCIP Insurance Coverage

This Section provides a brief description of coverage provided by the CCIP. Participants should refer to the actual CCIP insurance policies for details about coverage, exclusions and limitations.

Disclaimer
Neither Turner nor TSIB assumes any obligation to provide insurance other than that specified in this Manual and the CCIP insurance policies. Turner’s arranging of CCIP coverages shall in no way relieve or limit, or be construed to relieve or limit, Subcontractor or any of its Sub-subcontractors of any responsibility, liability, or obligation imposed by the Subcontract Agreement or by law, including without limitation any indemnification obligations which Subcontractor or any of its Sub-subcontractors has to Turner or any other designated entity thereunder. Turner reserves the right at its option, without obligation to do so, to arrange other insurance coverage of various types and limits provided that such coverage is not less than that specified in the Subcontract Agreement.

Overview
As the Contractor Controlled Insurance Program (CCIP) sponsor, Turner has arranged with TSIB for this Project to be insured under Turner’s CCIP. Eligible Parties performing labor or services at the Project Site are eligible to enroll in the CCIP unless they are an Excluded Party or a Party No Longer Covered by the CCIP. The CCIP provides workers’ compensation and employer’s liability insurance, commercial general liability insurance, and excess liability insurance for the benefit of Enrolled Parties, as summarily described below, in connection with the performance of the Work (CCIP Coverage). CCIP Coverage shall cover only Enrolled Parties. Enrolled Parties are Turner, Eligible Subcontractors, and Eligible Sub-subcontractors of any tier and such other persons or entities as Turner at its sole discretion may designate who enroll in the CCIP and are provided a Welcome Letter and Certificate of Insurance as evidence of enrollment.

Excluded Parties and Parties No Longer Covered by the CCIP

Excluded Parties and Parties No Longer Covered by the CCIP are not granted any insurance coverage under the CCIP. Excluded Parties and Parties No Longer Covered by the CCIP must meet the insurance requirements in the Subcontract Agreement and outlined in Section 5, and provide evidence of coverage to Turner and TSIB.

Excluded Parties and Parties No Longer Covered by the CCIP shall require each of its Sub-subcontractors to obtain and maintain the insurance coverage specified in the Sub-Subcontract Agreement and outlined in Section 5. Excluded Contractors are to confirm there are no Wrap-Up Exclusions on their policies and must provide a copy of any Wrap-Up Exclusion endorsements for review with the COI.

Evidence of CCIP Coverage

The CCIP Administrator will provide a Certificate of Insurance evidencing CCIP Coverage to include workers’ compensation, general liability, and excess liability insurance to each Enrolled Party. Each Enrolled Party will be included as a named insured to the CCIP general liability insurance policy and excess liability policies. Liberty Mutual will furnish other documents including claim forms, and posting notices to each Enrolled Party. A copy of the primary General Liability policy can be obtained upon Subcontractor’s written request to the CCIP Administrator. Copies of Excess/Umbrella policies are
Description of CCIP Coverage

The summary descriptions of the CCIP Coverage in this Manual are not intended to alter or amend the actual CCIP Coverage. Rather, the CCIP Coverage and exclusions summarized in this Manual are set forth in full detail in their respective insurance policy forms. In the event any provision of this Manual conflicts with the CCIP insurance policies, the provisions of the actual CCIP insurance policies shall govern.

CCIP Coverage shall apply only to Enrolled Parties and only for those operations or activities performed at the Project Site in connection with the Work.

CCIP Coverage Summary

Turner will furnish the following CCIP Coverage to Enrolled Parties performing Work at the Project Site.

Workers’ Compensation and Employer’s Liability

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

<table>
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<td></td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limit</td>
</tr>
<tr>
<td>Part Two -</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury by Accident, each accident</td>
<td>Annual Limits</td>
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<td>Bodily Injury by Disease, each employee</td>
<td>Per Enrolled Party</td>
</tr>
<tr>
<td>Bodily Injury by Disease, policy limit</td>
<td>$2,000,000</td>
</tr>
</tbody>
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- Does not cover the offsite operations of any Enrolled Party.
- Primary insurance for all covered occurrences at the Project Site.

How to Obtain a Copy of Your Workers’ Compensation Policy

Approximately sixty (60) days after you enroll and receive your Welcome Letter and Certificate of Insurance, a copy of your workers’ compensation policy and or endorsement to the policy, will be uploaded into the Contractor Portal. Please refer to Section 8 (Contractor Portal Instructions) for how to login to the Portal. If after ninety (90) days your policy is not posted, or if you have problems navigating through the Portal, please contact the Wrap Administrator listed in the CCIP Project Directory in Section 2 for assistance.

Commercial General Liability

A single general liability policy will be issued for all Enrolled Parties. Each Enrolled Party will be a named insured on the CCIP general liability policy.

Coverage: Third party bodily injury, property damage liability and personal and advertising liability per the policy terms, conditions and exclusions.

<table>
<thead>
<tr>
<th>Primary Policy</th>
<th>Limits of Liability</th>
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<tr>
<td>General Aggregate Per Project</td>
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<tr>
<td>Completed Operations Aggregate Per Project</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Fire Damage Legal Liability (any one fire)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Medical Expense Limit (any one person)</td>
<td>$5,000</td>
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</tbody>
</table>
CCIP INSURANCE COVERAGE

Terms
- General liability insurance issued on an Insurance Services Office (ISO) form or its equivalent.
- Provides primary coverage for all covered occurrences at the Project Site.
- Does not provide coverage to any insured 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.
- Does not cover offsite operations or activities of any Enrolled Party.
- Completed Operations coverage is extended with a single non-reinstated aggregate limit for the period beginning from the earliest occurrence of (i) when the Project is put to its intended use, (ii) project completion, or (iii) CCIP policy termination, and ending after the earlier occurrence of (a) ten (10) years or (b) the expiration of the applicable statute of repose established per the civil code or statute of the state where the Project is located. Consult your Insurance Professional and/or legal counsel for additional information regarding the statute of repose for the state where the Project is located.

Excess Liability

A tower of Excess Liability coverage will be issued, covering all Enrolled Parties.

<table>
<thead>
<tr>
<th>Limits of Liability</th>
<th>Shared by All Enrolled Parties</th>
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<tr>
<td>Each Occurrence Limit (Combined Single Limit)</td>
<td>$100,000,000</td>
</tr>
<tr>
<td>Completed Operations Aggregate (Shared limit with other Projects)</td>
<td>$100,000,000</td>
</tr>
<tr>
<td>Annual General Aggregate Limit (Shared limit with other Projects)</td>
<td>$100,000,000</td>
</tr>
</tbody>
</table>

Coverage NOT Provided by the CCIP

The CCIP does not provide all coverage that may be needed by an Enrolled Party for their Work at the Project Site. Notably, the CCIP does not provide automobile coverage, professional liability, pollution liability or coverage for any Enrolled Party’s rented, owned, leased or borrowed equipment or materials not included for inclusion in the project. Enrolled Parties should consult with their agent(s) or broker(s) to arrange any coverage that may be needed in addition to the CCIP.


**Subcontractor Insurance Requirements**

*Subcontractors of any tier are required to provide and maintain coverage to protect against losses that occur away from the Project Site or that are otherwise not covered under the CCIP. All Certificates of Insurance must be submitted to the CCIP Administrator prior to start of Work at the Project Site.*

The required coverage must protect the Subcontractor, Turner, the Project Owner, and all others as required by the Subcontract Agreement. Liability may arise from the Subcontractor of any tier’s operations performed away from the Project Site, from operations performed by Excluded Parties or Parties No Longer Covered by the CCIP or from operations or activities not covered by the CCIP. Insurance coverage must be maintained for the duration defined in the Subcontract Agreement.

**Enrolled Parties**

Enrolled Parties are to provide evidence of workers’ compensation, general liability and excess or umbrella liability insurance for its offsite activities, automobile liability (both onsite and offsite activity), and any other insurance required by the insurance specifications in the Subcontract Agreement or Sub-subcontractor Agreement. See Section 3 for the definition of Enrolled Parties.

**Excluded Parties and Parties No Longer Covered by the CCIP**

Excluded Parties and Parties No Longer Covered by the CCIP must provide evidence of workers’ compensation, general liability, excess/umbrella liability, automobile liability, and any other insurance as per the insurance specifications in the Subcontract Agreement for all activities both on and off the Project Site. See Section 3 for the definition of Excluded Parties and Parties No Longer Covered by the CCIP.

**Proof of Required Coverage**

Subcontractors shall provide an acceptable Certificate of Insurance and copies of Additional Insured endorsements as proof of compliance with the insurance requirements to the CCIP Administrator prior to start of Work at the Project Site and within three (3) days of any renewal, change or replacement of coverage.

Subcontractors are responsible for collecting, monitoring and retaining copies of their Sub-subcontractors’ Certificates of Insurance. Turner, at its sole discretion, may request copies of Sub-subcontractor’s Certificates of Insurance and/or Additional Insured endorsements to ensure compliance with the requirements of this Manual. Turner reserves the right to disapprove the use of Subcontractors or Sub-subcontractors unable to meet the insurance requirements or who do not meet other Turner policy requirements.

**Sample Certificate of Insurance**

A sample of an acceptable Certificate of Insurance that includes the requirements for waiver of subrogation, primary and non-contributory language and additional insured status is provided in Section 9 of this CCIP Insurance Manual.

**Insurance Requirements**

Subcontractor and their Sub-subcontractors shall obtain and maintain, and shall require each of its Sub-subcontractors to obtain and maintain, the insurance coverage specified in this Section and in each Subcontract Agreement in a form and from insurance companies reasonably acceptable to Turner. The insurance limits may be provided through a
combination of primary and excess policies, including the umbrella form of policy. Each policy required under this Section, except for workers’ compensation and professional liability, shall name The Turner Corporation, Turner Construction Company, Owner, their respective officers, agents and employees, and any additional entities as Turner may request as additional insureds. Coverage is to be afforded on a primary and non-contributory basis with respect to any other insurance available to the additional insured. The additional insured endorsement utilized for the General Liability policy must provide coverage as broad as that available under the ISO CG 20 10 07 04 and CG 20 37 07 04 or their equivalent endorsement(s). The insurance obtained by Subcontractor and any Sub-subcontractor shall not contain any wrap-up exclusion or wrap-up excess endorsement that would bar or limit available coverage where the Subcontractor or Sub-subcontractor is not enrolled in the CCIP, or in instances where liability arises out of work performed by an enrolled Subcontractor away from the CCIP jobsite (i.e., offsite activities). Such insurance obtained by the Subcontractor and any Sub-subcontractor shall be primary to, and not contribute with, any CCIP insurance in any circumstance where the Named Insured is not enrolled in the CCIP or in instances where liability arises out of work performed by an enrolled Subcontractor away from the CCIP jobsite (i.e., off-site activities).

In the event that the law of the state in which the project is located (or other applicable law) limits the indemnity obligations of the Subcontractor, then the indemnity obligations of the Subcontractor shall be enforced to the fullest extent permitted by applicable law, and this Manual shall be read to conform to such law.

Blanket Certificate of Insurance and Blanket Additional Insured Endorsement
A so-called blanket Certificate of Insurance is a certificate that applies to all work versus a Certificate of Insurance that refers to a specific project. A blanket additional insured endorsement does not identify a specific additional insured but instead provides coverage to various additional insureds as detailed in the endorsement language. A blanket Certificate of Insurance and blanket additional insured endorsement conforming to Turner’s policies may be used for this project. Questions regarding Turner’s allowance of blanket Certificates of Insurance and blanket endorsements should be directed to Turner’s Procurement Agent for the project.

Waiver of Claim / Waiver of Subrogation. Where permitted by law, Subcontractor hereby waives all rights of recovery against Turner, Owner, the other additional insured parties, the CCIP Administrator, their respective officers, agents, or employees, and any other contractor, Subcontractor, or Sub-subcontractor performing Work or rendering services on behalf of Turner in connection with the planning, development and construction of the Project because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason. Where permitted by law, Subcontractor shall also require that all Subcontractor’s insurance coverage related to the Work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against the same parties referenced immediately above in this Section. Subcontractor shall require similar written express waivers and insurance clauses from each of its Sub-subcontractors. A waiver of claim / waiver of subrogation (as the case may be) shall be effective even if the party from which the claim against has been waived (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.

Insurance Requirements for Activities or Operations Not Insured Under the CCIP
Refer to your Contract/Subcontract Agreement for limits and coverages.

Required Insurance Summary

Workers’ Compensation and Employer’s Liability
- **Enrolled Parties** will provide evidence of workers’ compensation insurance coverage for all activities away from the Project Site.
- **Excluded Parties** and **Parties No Longer Covered by the CCIP** will provide evidence of workers’ compensation insurance coverage for all activities at and away from the Project Site.
SUBCONTRACTOR MAINTAINED COVERAGE

<table>
<thead>
<tr>
<th>Part One -</th>
<th>Workers’ Compensation</th>
<th>Limits of Liability</th>
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<tbody>
<tr>
<td>Part Two -</td>
<td>Employer’s Liability</td>
<td>Statutory Limit</td>
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<tr>
<td></td>
<td>Bodily Injury by Accident, each accident</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>Bodily Injury by Disease, each employee</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>Bodily Injury by Disease, policy limit</td>
<td>$1,000,000</td>
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</table>

CALIFORNIA PROJECTS:
The CA Workers Compensation Insurance Rating Bureau (WCIRB) routinely audits insurers’ use of limiting and restricting endorsements to ensure compliance with CA regulations. Title 10 of the California Code of Regulations requires insurers to obtain written documentation from the policyholder confirming that other coverage is in place (or is lawfully uninsured/self-insured) for the employees, operations, and locations excluded by a limiting and restricting endorsement. The CA WCIRB completes affirmation audits to ensure compliance with Title 10.

A limiting and restricting endorsement is defined under the California Code as “an endorsement that excludes from coverage some portion of workers’ compensation liability for which the employer is required to secure payment pursuant to the Labor Code.” They include officer, operations, and location exclusions. For Enrolled contractors, this is coverage away from the project site.

In order to comply with Title 10 of the California Code, if enrolled, you must confirm existence of Workers Compensation, away from the project site by entering your current workers compensation coverage information and checking the affirmation box on the Contractor Portal. If exempt, you must also check the affirmation box to verify you are lawfully uninsured/self-insured.

Commercial General Liability/Umbrella or Excess Liability

- **Enrolled Parties** shall provide evidence of general liability insurance for off-site activities with Turner and other required parties named as additional insured (ISO CG 20 10 07 04 and CG 20 37 07 04 version or their equivalent) to the policy. Coverage will apply away from the Project Site.
- **Excluded Parties** and **Parties No Longer Covered by the CCIP** shall provide evidence of general liability insurance applicable to this Project Site and must name Turner and other required parties named as additional insured (ISO CG 20 10 07 04 and CG 20 37 07 04 version or their equivalent) to their policy. Coverage will apply both onsite and offsite.

The required commercial general liability insurance shall include completed operations, contractual liability insuring against the liability assumed herein, personal injury liability, broad form property damage (including completed operations), and explosion, collapse and underground hazards, with the following minimum limits:

<table>
<thead>
<tr>
<th>Combined Single Limit</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>As stipulated in Article XXIV of the Subcontract Agreement, in the Invitation to Bid, or as otherwise instructed by Turner.</td>
<td></td>
</tr>
</tbody>
</table>

Coverage shall be equivalent to the current ISO occurrence form. The required commercial general liability/umbrella liability Insurance shall not contain any wrap-up exclusions or wrap-up excess endorsements that would bar or limit coverage in instances where the Subcontractor or Sub-subcontractor is not enrolled in the CCIP (i.e., is an Excluded Party or Party No Longer Covered by the CCIP) or where liability arises out of work performed by an Enrolled Party away from the CCIP jobsite (i.e., involving offsite activities).
**Completed Operations Coverage**

Refer to your Contract/Subcontract Agreement for coverage and limits.

**Automobile Liability**

Refer to your Contract/Subcontract Agreement for coverage and limits.

**Property Insurance**

The CCIP does not provide coverage for Subcontractor’s or Sub-subcontractor’s personal property. Subcontractors of any tier must provide their own insurance for owned, leased, rented and borrowed equipment, whether such equipment is located at a Project Site or in transit. Subcontractors of any tier are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Subcontract Agreement or Sub-subcontract Agreement until installed at the Project Site, Subcontractor tools and equipment, scaffolding and temporary structures.

**Watercraft and Aircraft Liability**

The CCIP does not provide watercraft or aircraft liability insurance. The operator of any watercraft or aircraft of any kind must maintain liability insurance naming Turner, the Owner, and others as required, and the respective Subcontractor as an additional insured with primary and non-contributory wording. In addition, the limit of liability must be satisfactory to Turner. Such project-specific insurance requirements will be indicated in the Subcontract Agreement.

**Professional Liability**

The CCIP does not provide professional liability insurance. All professional service firms must provide professional liability insurance appropriate for their profession. Architect and engineering firms must provide insurance covering liability arising out of design errors and omissions. Professional liability insurance requirements will be indicated in the Subcontract Agreement.

**Pollution Liability**

The CCIP does not provide pollution liability insurance. A Subcontractor who’s Work involves removal or treatment of hazardous materials will provide and maintain contractor’s pollution liability insurance. Such coverage will specifically schedule the type of work defined in the Subcontract. Such project-specific insurance requirements will be indicated in the Subcontract Agreement Form.

**Limits of Liability**

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

**Cancellation Notice**

Each Certificate of Insurance shall contain evidence that notice of cancellation will be provided to the certificate holder for cancellation or material change in coverage. The Certificate of Insurance must also include an endorsement allowing such notice attached to the Certificate for each applicable policy.

**Deductible, Self-Insured Retention (SIR) and Coverage Reduction Notification**

The Certificate of Insurance shall list all insurance carried by the Subcontractor or Sub-subcontractor for the coverage specified above and shall state the full policy limits, even if the limits exceed the amounts required above. All deductibles and/or self-insured retentions and all reductions in coverage from the standard policy forms shall be disclosed on the Certificate of Insurance. Turner reserves the right to reject the insurance obtained by the Subcontractor or Sub-subcontractor if the deductible or SIR exceeds a certain amount.
Subcontractor Responsibilities and Obligations

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

The Subcontractors of all tiers required to cooperate with Turner, the insurance carrier(s), and the CCIP Administrator in all aspects of CCIP operation and administration.

Notice to Out-Of-State Subcontractors of Any Tier
All out-of-state Subcontractors of any tier are advised to contact the workers’ compensation department in the state where the project is located regarding requirements and compliance with the local workers’ compensation laws and regulations. Check to make sure that your primary workers’ compensation policy reciprocates in the state where the project work is being performed.

Identifying and Verifying Insurance Costs

Under the CCIP, Turner provides certain insurance (CCIP Coverage) for Enrolled Parties for Work performed at the Project Site and pays the premium for the CCIP Coverage. Accordingly each Enrolled Party will be required to identify the amount of Insurance Cost that was removed from its bid and submit copies of its policy documents to the CCIP Administrator for verification. The CCIP Administrator will provide you with the insurance cost calculation once all documents have been provided. This is done by accessing the Contractor Portal and uploading all required documents through the portal.

As part of the enrollment process Eligible Subcontractors of any tier are required to upload insurance policy pages that document their coverage and insurance rates using the Contractor Portal on the CCIP website. Required documentation includes the following pages from the workers’ compensation, general liability and umbrella or excess liability policies as follows:

- Declaration or Information Page
- Rate Page(s)
- Experience Modification Verification (Workers’ Compensation only)

If the Subcontractor is “self-insured”, carries a deductible or declares a dividend credit for its workers’ compensation and/or general liability program, then the following must also be provided:

- **Deductible Page(s)**
- Summary-5 Years of loss history for entities that retain losses
- Summary-5 Years of audited payroll by annual total

Umbrella or excess liability policies that are “flat rated” will be converted to a rating basis that matches the general liability policy and pro-rated for this project in order to include a value for it in the Insurance Cost calculation. Deductible credits will not be allowed for retroactively rated programs, including LRARO programs, in order to reflect the contractor’s loss fund for the program(s).

Enrolled Parties must also provide their estimated reportable payroll (follow the statutory guidelines in the state the
SUBCONTRACTOR RESPONSIBILITIES AND OBLIGATIONS

project is located as to what is reportable) for that portion of the Work that will be performed at the Project Site (Initial Payroll Estimate) and projected subcontract amount on the Contractor Portal.

Once the Initial Payroll Estimate and all policy documents are submitted and reviewed, the CCIP Administrator will review the information to verify the Insurance Cost. The CCIP Administrator will perform an Insurance Cost calculation based upon estimated payroll, contract volume and the rating information from the policy pages. The CCIP Administrator will apply discounts and modifiers in the order used by the insurance carrier and shown on the policy pages.

The Verified Insurance Cost, along with the Verified Blended Payroll Rate, will be available to the Enrolled party, and Turner, via the Contractor Portal. The Verified Blended Payroll Rate is determined by dividing the Enrolled Party’s total Verified Insurance Cost by the Enrolled Party’s Estimated On-Site Payroll as detailed in the Contractor Portal. The Verified Blended Payroll Rate is expressed as per $100 of on-site labor payroll. (Verified Blended Payroll Rate = Verified Insurance Cost / Estimated Initial Payroll * 100). Once established, the Verified Blended Payroll Rate is set for the life of the Enrolled Party’s performance of Work on site.

Until each Subcontractor or Sub-subcontractor submits all required documentation to enable verification and calculation of the Subcontractor of any tier’s Insurance Cost, an Insurance Cost of up to, but not greater than 10% of the contract value may be assigned by Turner. Failure to submit the required documentation may result in a higher Final Insurance Cost Adjustment, if applicable.

Deductible and/or Dividend Credits

If Subcontractor or Sub-subcontractor fails to submit the required information summarized above, the CCIP Administrator will make one (1) written request via email for the information. If the required information is not received by the CCIP Administrator within seven (7) days of the written request, the Subcontractor or Sub-subcontractor’s Verified Insurance Cost and Verified Subcontractor Blended Payroll Rate will be calculated without any deductible and/or dividend credit. The Verified Insurance Cost and Verified Subcontractor Blended Payroll Rate may not be recalculated if Subcontractor submits the required information at a later date. Failure to submit the required documentation may result in a higher Final Insurance Cost Adjustment, if applicable.

Change Order Procedures

Enrolled Subcontractors of any tier are required to price all change orders to exclude their Insurance Cost for CCIP Coverage and must provide an estimate of payroll, including any payroll estimates for Eligible or Enrolled Sub-subcontractors for Work to be performed under the change order, must be provided to Turner.

Adjustments for Subcontractor Insurance Costs

Upon completion of the Work, Turner, at its sole discretion, unless subject to state regulations, may direct the CCIP Administrator to calculate the Subcontractor’s additional Insurance Cost, and Turner may deduct such costs from future payments, based on the following formula:

Final Insurance Cost Adjustment Formula:

Total Reported or Audited Payroll (including all Change Order Work)

- Initial Payroll Estimate
- Change Order Payroll Estimate(s)

Equals Payroll Overrun

Times Verified Blended Payroll Rate (\$10 per \$100 of payroll)

Equals Final Insurance Cost Adjustment
At Turner’s sole discretion, the Final Insurance Cost Adjustment may include any or all Final Insurance Cost Adjustments resulting from Sub-subcontractors as follows:

\[
\text{Subcontractor's Final Insurance Cost Adjustment} + \text{Sum of all Sub-subcontractor's Final Insurance Cost Adjustments} = \text{Subcontractor's Final Insurance Cost Adjustment}
\]

Turner will deduct the Final Insurance Cost Adjustment from the Subcontract price. Subcontractors are solely responsible for recovering Final Insurance Cost Adjustments from its Sub-subcontractors of any tier.

**Interim Insurance Cost Adjustment**

Turner, at its option, may choose to perform an interim Insurance Cost adjustment should an Enrolled Party's reported payroll exceed the Initial Payroll Estimate for the Work.

**Assignment of Premiums**

Since Turner pays the cost of the CCIP Coverage as described above, all Enrolled Parties are required to assign to Turner all adjustments, refunds, premium discounts, dividends, costs or any other monies due from the CCIP insurer(s). The assignment is part of the online enrollment application. Subcontractors will ensure that its Sub-subcontractors of any tier execute such an assignment.

**Withholding of Payments**

In the event a Turner audit of a Subcontractor’s (of any tier) records reveals a discrepancy in the insurance, payroll, safety, or any other information required by the Subcontract Agreement, or reveals the inclusion of any Insurance Cost in any payment for the Work, Turner shall have the right to withhold or deduct from the Subcontract price all such Insurance Cost amounts. If the Subcontractor or its Sub-subcontractor fail to timely comply with the provisions of this Manual, Turner may withhold any payments due Subcontractor and its Sub-subcontractors until such time as they have met the requirements of the CCIP as outlined this Manual.

Failure to submit any information required by the CCIP may result in the withholding of payments by Turner until required documentation is received.

**Enrollment Procedures**

**ENROLLMENT IS NOT AUTOMATIC**

The Application for Enrollment is required to be completed online via the Contractor Portal. See Section 8 for instructions. Section 2 of this manual provides the Wrap Administrator’s contact information if you require or need assistance.

Each Subcontractor and Sub-subcontractor shall provide details about its Sub-subcontractors as necessary for CCIP enrollment. The information requested on the online Application for Enrollment is mandatory for enrollment. The online application must be completed through the Contractor Portal, and CCIP coverage subsequently confirmed by the CCIP Administrator, prior to Mobilization or the start of Work to obtain CCIP Coverage.
A separate online Application for Enrollment is required for each Eligible Sub-subcontractor of any tier that performs Work at the Project Site.

The CCIP Administrator will issue to each Enrolled Party a Welcome Letter and a CCIP Certificate of Insurance acknowledging acceptance of the applicant into the CCIP.

**Fines for Late Enrollments / Late Reporting**

Should the insurance carrier(s) or any regulatory agency assess a fine or penalty for late enrollment and/or late reporting, Turner reserves the right to assess these fines to the Subcontractor. This reservation of rights applies whether fines and/or penalties are due to a Subcontractor or any of its Sub-subcontractors. If a fine or penalty is assessed to a Sub-subcontractor, the prime tier Subcontractor is solely responsible for recovering the fine or penalty amount from its Sub-subcontractor(s).

**Payroll Reports**

Each Enrolled Party is required to submit payroll and work hour information each month using the Contractor Portal, See Section 8. Enrolled Parties must report payroll expended at the Project Site for each applicable workers’ compensation classification that was included in the Subcontractor’s Application for Enrollment.

A monthly payroll report must be submitted for each month, including months where there was zero payroll or work hours, until completion of the Work under each Subcontract. For those Subcontractors performing Work under multiple Subcontract Agreements, a separate monthly payroll report is required for each Subcontract.

The monthly payroll report should include reportable payroll for all CCIP qualified employees, including onsite supervisors and onsite clerical personnel. Please follow the required Statutory Guidelines in the state the project is located as to what is reportable.

This is in addition to any federal, state or local requirements for your project. Example: LCP tracker, certified payroll reports.

All payrolls submitted for this project should be excluded from the payroll submitted to your corporate insurance carrier(s) to avoid paying premiums for exposures covered by the Turner CCIP. The Certificate of Insurance issued to you for coverage can be used to provide evidence of your enrollment in the Turner CCIP to your corporate insurance carriers.

**Insurance Company Payroll Audit**

Each Enrolled Party is required to maintain payroll records for each Subcontract. Such records must allocate payroll by workers’ compensation classification(s). Please follow the required Statutory Guidelines in which the project is located. It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future experience modifiers for your firm.

All Enrolled Parties shall make available their books, vouchers, contracts, documents, payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, insurance cost information, prior loss history information, safety records or history, OSHA citations, or such other data or information as Turner, the CCIP Administrator, CCIP Insurers including the CCIP Insurer Auditors, or other Turner Representative may request in the administration or payroll audit of the CCIP, or as required by this Manual. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.
Modified Alternate Duty Program

Subcontractor and its Sub-subcontractor(s) must provide a modified return to work program for any of its injured employees insured under workers’ compensation as part of the CCIP. **Failure to provide reasonable accommodations to an injured worker will result in a penalty assessment to the Subcontractor of any tier of $1,500 weekly until such time as the injured worker is returned to work.** Subcontractors are responsible for the assessments of their Sub-subcontractors. Job expectations are defined as outlined in the Position Description for each Trade. Turner and the CCIP insurer will determine reasonable accommodations.

Claim Reporting

Subcontractor and its Sub-subcontractor(s) must **immediately** report all injuries, occupational-related illnesses, property damage or near misses to the Site Designated Employee. All Subcontractors of any tier will instruct employees and other personnel to report, **within 24 hours**, all accidents and occurrences of any type to the Project Designated Employee. **Failure to immediately report a claim or incident to the Turner Site Designated Employee may result in a $5,000 penalty.**

CCIP Closeout and Audit Procedures

When a Subcontractor has completed its Work at the Project Site and no longer has onsite workers, the Subcontractor must complete and submit the Work Completion Form electronically via the Contractor Portal. The Work Completion form should be e-signed by Turner for all Subcontractors and e-signed by the Subcontractors for all Sub-subcontractors of any tier. Note: Subcontractor electronic Completion Form closes out all Sub-subcontractors. The form will be used to initiate the final audit of payroll and man-hours by the CCIP insurance carrier. If you return to work at the site before the CCIP is terminated, you must notify Turner immediately to re-instate or be issued a new policy.

Turner will not release final retention payment until all necessary CCIP forms and documents have been submitted and accepted by the CCIP Administrator for Subcontractor and all of its Sub-subcontractors as well as all other requirements of the Subcontract Agreement. Any outstanding general liability obligations for which the Subcontractor of any tier is responsible but unpaid will be considered at the time of closeout.

CCIP Termination or Modification

Turner reserves the right to terminate or modify the CCIP or any portion thereof, or modify this Manual. If Turner exercises this right, Subcontractors will be provided written notice as required by the terms of their individual Subcontract Agreements. At its option, Turner may procure alternate coverage or may require the Subcontractors to procure and maintain alternate insurance coverage.

Upon written notice, Turner may, for any reason, modify the CCIP Coverage, discontinue the CCIP, or request that Subcontractor or any of its Sub-subcontractors withdraw from the CCIP. Upon such notice, Subcontractor and/or one or more of its Sub-subcontractors, shall obtain and thereafter maintain replacement insurance. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to Turner’s approval. The final cost of such insurance shall not exceed the amount of the applicable Subcontractor Insurance Cost, or its pro rata portion, as described elsewhere in this document.

Subcontractor’s CCIP Obligations

Subcontractor shall:

1. Incorporate the terms of this Manual in all Sub-subcontract Agreements.
2. Within five (5) days of execution of the Subcontract Agreement, or no less than forty five (45) days before Mobilization onsite, enroll in the CCIP and maintain enrollment in the CCIP, and ensure that Subcontractor’s eligible Sub-subcontractors enroll in the CCIP and maintain enrollment in the CCIP within five (5) days of sub-subcontracting or no less than forty five (45) days before Mobilization.
3. Comply with all of the administrative, safety, claims management, insurance, and other requirements contained in
this Manual, the CCIP insurance policies, and the Subcontract Agreement.

(4) Provide each of its Sub-subcontractors with a copy of this Manual and ensure Sub-subcontractor compliance with the provisions of this Manual, the CCIP insurance policies, and the Subcontract Agreement. The failure of (a) Turner to include this Manual in the bid documents, or (b) Subcontractor to provide each of its eligible Sub-subcontractors with a copy of it shall not relieve Subcontractor or any of its Sub-subcontractors from any of the obligations contained therein.

(5) Provide timely evidence of required insurance to Turner and the CCIP Administrator.

(6) Subcontractor shall access the Contractor Portal and upload copies of its workers’ compensation, general liability and umbrella or excess rates, deductible endorsement/page (if applicable), and other requirements set forth in Section 6 to verify the Insurance Cost calculation.

(7) Be solely responsible for the recovery of any Sub-subcontractor Insurance Cost attributable to such Sub-subcontractors’ eligibility for participation in the CCIP. If unit pricing is the basis for the Subcontract price, Turner may, at its option, apply a “per unit” Subcontractor Insurance Cost where appropriate.

(8) Notify the CCIP Administrator and Turner’s Designated Employee of all Sub-subcontracts awarded (first tier and subsequent tiers). Accordingly, Subcontractor shall cause all Sub-subcontractors to submit an online Application for Enrollment and all documents required to verify their Insurance Cost.

(9) Provide estimated onsite payroll amount for itself and its eligible or enrolled Sub-subcontractors for its Work. Subsequently identify estimated onsite payroll for each Change Order request.

(10) Acknowledge, and require all of its Sub-subcontractors to acknowledge in writing, that Turner and the CCIP Administrator are not agents, partners or guarantors of the insurance companies providing coverage under the CCIP (“CCIP Insurer”) and that Turner is not responsible for any claims or disputes between or among Subcontractor, its Sub-subcontractors, and any CCIP Insurer(s). Any type of insurance coverage or limits of liability in addition to the CCIP coverages that Subcontractor or any Sub-subcontractor requires for its or their own protection, or that is required by applicable laws or regulations, shall be Subcontractor’s or its Sub-subcontractor’s sole responsibility and expense and shall not be billed to Turner or the Owner.

(11) Cooperate fully with the CCIP Administrator and the CCIP Insurers, as applicable, in its or their administration of the CCIP.

(12) Notify the CCIP Administrator immediately of any insurance cancellation or non-renewal of Subcontractor’s and Sub-subcontractor’s required insurance and any subsequent reinstatement of coverage.

(13) At Turner’s discretion, be required to pay a sum of up to $5,000 of each occurrence, including court costs, attorney’s fees and costs of defense for bodily injury or property damage to the extent losses payable under the CCIP General Liability Policy are attributable to Subcontractor’s Work, acts or omissions, or the Work, acts or omissions of any of Subcontractor’s Sub-subcontractors, or any other entity or party for whom Subcontractor may be contractually or legally responsible.

(14) Acknowledge that Turner shall pay the costs of premiums for the CCIP coverages on behalf of all Enrolled Parties and will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. Accordingly, each Subcontractor and each of its Sub-subcontractors agrees to assign to Turner the right to receive all such adjustments.

Subcontractor Representations and Warranties to Turner

Subcontractor represents and warrants to Turner, on behalf of itself and its Sub-subcontractors:

(1) That all information it submits to Turner and/or the CCIP Administrator shall be accurate and complete.

(2) That they have had the opportunity to read this Manual request, read and analyze a copy of the CCIP general liability policy and that they understand the CCIP Coverage.

Duty of Care

Nothing contained in this Manual shall relieve the Subcontractor or any of its Sub-subcontractors of their respective
obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Subcontract Agreement.

Conflicts

In the event of a conflict, the provisions of the Subcontract Agreement and its other related Subcontract Agreement shall supersede the provisions of this Manual. Likewise, in cases of conflict regarding CCIP Coverage, the provisions of the policies supersede the provisions of this Manual.
Claim Procedures

This section describes basic procedures for reporting various types of claims: Workers’ Compensation, Liability, and damage to the project.

General Procedures

Subcontractors and Sub-subcontractors (of any tier) must immediately report, within 24 hours, all accidents and occurrences of any type, including near misses, to the Site Designated Employee.

While all injuries and property damage must be reported immediately, the following list identifies losses which could represent substantial exposure. It is essential that the Site Designated Employee be notified immediately of the following events so that a comprehensive investigation can be initiated at once:

- 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
- Near Misses

Subcontractors may be assessed a $5,000 penalty for any claim not reported immediately or within 24 hours of occurrence.

Investigation Assistance

Subcontractors and Sub-subcontractors (of any tier) will assist in the investigation of any accident or occurrence involving injury to persons or property. Involved parties will cooperate with CCIP insurers or representatives by securing and giving evidence and obtaining the participation and attendance of witnesses required for the adjustment, investigation and defense of any claim or suit.

Workers’ Compensation Claims

The main responsibility of any party is first to see that an injured worker receives immediate medical care. Next, the party should immediately notify the Site Safety Manager or Project Superintendent.

Subcontractors’ and Sub-subcontractors’ onsite personnel will follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury:

1. Contact designated first aid/medical personnel and transport the injured party to the onsite first aid or medical facility, as necessary.
2. Report all injuries or occupational-related illnesses immediately to the Employer’s Project Supervisor and Turner’s
Designated Employee.

3. Supply the injured party with a Medical Information Claim Folder, which shall include Turner’s 90 Day Modified Alternate Duty Program, from the Turner Designated Employee.

4. Provide for Modified Alternate Duty based upon the work abilities given to the injured party from the treating physician.

5. Immediately send all subsequent medical return to work notes, inquiries or correspondence about an injured party to the Turner Designated Employee. No injured party will be allowed on a job site unless they have provided the proper return to work note, either full duty or modified duty.

**Liability Claims**

Subcontractors must immediately report all accidents or occurrences at the Project Site involving death, injury, or damage to property of non-employee personnel (the public, tenants, and visitors) to the Turner Designated Employee. As soon as the onsite 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.

2. Immediately send all subsequent inquires or correspondence about an insured loss or claim, including a summons or other legal documents, to the Site Designated Employee immediately.

Any involved party should not voluntarily admit liability or responsibility and should cooperate with Turner and the CCIP insurer representatives in the accident investigation. The accident should not be discussed with anyone other than Turner Personnel, CCIP insurer representatives, or legal counsel retained on Turner’s and/or the Enrolled Party’s behalf.

**Property Claims**

Any damages to your Work or the Work of any other Subcontractors of Sub-subcontractors (of any tier) should be immediately reported to the Project Site Designated Employee.

**Automobile Claims**

Automobile Insurance is not provided under the CCIP. It is the sole responsibility of each party to report accidents/claims involving their automobiles to their own insurers.

HOWEVER, all accidents occurring in or around the Project Site must be reported to Turner’s Site Designated Employee. 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 involved party shall cooperate in the investigation of all automobile accidents.

**Pollution Claims**

The CCIP general liability policy may provide some coverage for sudden and accidental pollution but only if the incidents are discovered and reported promptly in writing. Any known or suspected pollution incidents must be immediately reported to the Turner Site Designated Employee for investigation.

**Joint Representation**

In the event legal representation is required to defend parties insured under this CCIP, absent an actual conflict of interest between two or more insureds, the insurer shall have the right to retain one counsel to represent all such insureds in any action or proceeding in which more than one insured is joined.

An insured has an actual conflict, and is entitled to separate counsel, only in the following circumstances:

a. the CCIP insurer has issued a reservation of its rights to one, but not all, insureds joined in such action or proceeding;
b. a CCIP insurer’s reservation of rights issued to one insured contains reservations different that a reservation issued to another insured(s) joined in such action or proceeding; or

c. adequate, unexhausted limits of CCIP insurance are not available for the damages sought in such action or proceeding.

Any insured with an actual conflict of interest may waive that conflict.

Enrollment in this CCIP program shall be deemed a waiver of any conflict which does not meet the above definition of an actual conflict. As a condition of enrollment in this CCIP program, all insureds agree to perform any additional acts required to effectuate the waiver of any conflict which does not meet the above definition of an actual conflict.

**Waiver of Insured Cross-Claims**

As a condition of enrollment in this CCIP program, no insured shall be entitled to make a cross-claim (or any similar legal claim) against another insured if that cross-claim arises from “bodily injury”, “property damage” or “personal injury” to which this CCIP’s insurance applies and for which there is adequate unexhausted limits of insurance to pay damages in any such proceeding. Enrollment in this CCIP program shall be deemed a waiver of such claims. As a condition of enrollment in this CCIP program, all insureds agree to perform any additional acts required to effectuate the waiver of any such claim. This paragraph shall not apply to any suit or claim necessary to trigger CCIP coverage.

**Availability of Claims Data**

Turner has made claims data available to all CCIP Enrolled Parties. Data is accessible through the Contractor Portal of the CCIP Website also known as WrapWorks. Claim data is updated no less than quarterly. Claims are associated with each Subcontract.

If you know your User ID and Password, then please proceed to the Contractor Portal:
https://wrapup.vuewrapup.com/contractorportal

If you do not have a User ID and Password, then proceed to the Contractor Portal and click “Register Me”. Note: You will need to know your Federal ID (FEIN) as you will need to enter it (with the dash) into the Contractor Portal. Your User ID and Password information will be emailed to you.

Please direct all claim related questions to the Turner Claim Coordinator/Claim Manager or Program Manager listed in Section 2, CCIP Project Directory.
Contractor Portal Instructions

Contractor Portal Web Address: [https://wrapup.vuewrapup.com/contractorportal](https://wrapup.vuewrapup.com/contractorportal)

Please have your documents in hand and ready to upload - This will speed up the process.

*** MUST BE UPLOADED ***

- Your Rate Pages from your Workers Compensation, General Liability and Excess/Umbrella Policies, and Deductible Endorsement (if applicable)
- Your Non-CIP Certificate of Insurance (offsite COI) along with required endorsements

If you know your User ID and Password, then please proceed.
If you do not have one, then click on "Register Me". You will need to know your Federal ID (with the dash). Your User ID and Password information will be emailed to you.
Welcome to the 1, 2, 3s of

**I am on a CIP Project What do I do?**

**BASIC FLOW CHART – Easy as 1,2,3**

Everything is completed online via the Contractor Portal:

[https://wrapup.vuewrapup.com/contractorportal](https://wrapup.vuewrapup.com/contractorportal)

---

**Step 1**

**Complete Enrollment** – *Coverage will not start until you are enrolled.*

Answer ALL questions – *You must check a Primary Contact and Address.*

(This is the person who will receive all correspondence)

Enter any lower tier contractors you will have working for you.

---

**Step 2**

**Upload ALL Required Documents** (Name them appropriately)

1. Rate Pages (Declaration pages) for all applicable lines of coverage: Workers’ Compensation, General Liability and Excess/Umbrella (This supports your insurance cost entered for this contract).

---

**Step 3**

**Report Payroll promptly, the date following the end of the month worked**

All days need to be accounted for from the Start of your Enrollment date (Policy Start Date) until your contract is complete.

This is not certified payroll – Only man hours/gross and reportable payroll.

---

Got Missing Items?

Print the Compliance Status Report by Contract.

This will tell you exactly what is missing from each category:

Enrollment / ICW / Payroll / Non-CIP COI / Closeout
Forms

This Section contains the forms needed for administration of the CCIP.

Exhibit 1          SAMPLE E Certificate of Insurance

WC Form 1          Turner’s 90 Day Modified Alternate Duty Program

Workflow for Turner’s Alternate Duty Program

Authorization for the Release of Protected Health Information

For assistance in providing required information, please contact the Turner Surety and Insurance Brokerage Service Center. See Section 2 (CCIP Project Directory) for the TSIB Wrap Administrator.
CERTIFICATE OF LIABILITY INSURANCE

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

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

Insurance Agency’s/Brokerage’s Name
And Address

Subcontractor’s Name and Address

COVERAGES

COERCED LIABILITY INSURANCE

This is to certify that the policies of insurance listed below have been issued to the insured named above for the term of 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.

<table>
<thead>
<tr>
<th>INSURER A:</th>
<th>INSURER B:</th>
<th>INSURER C:</th>
<th>INSURER D:</th>
<th>INSURER E:</th>
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<tbody>
<tr>
<td>POLICY</td>
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<td>CERTIFICATE NUMBER:</td>
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<td>CERTIFICATE NUMBER:</td>
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</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

All projects involving Turner Construction Company, its wholly owned subsidiaries or parent organization. Additional Insureds include: Turner Construction Company and all other parties as required by any written agreement. In the event that the project is a CCIP in which we are enrolled, then Workers’ Compensation and General Liability shall apply only to offsite operations.

Additional Insureds are on a Primary and Non-contributing basis on the General Liability (ISO endorsement CG 20 10 07 04 and CG 20 17 07 04 or their equivalent), Automobile and Excess/Umbrella Liability Policies. Waiver of Subrogation in favor of Additional Insureds applies to all policies.

CERTIFICATE HOLDER

Turner Construction Company

CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE

Brandon McLawhon

Please email to: coi@wrapworks.net

Attention: Brandon McLawhon

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**Purpose:**

TURNER Construction Company is committed to providing a safe work place for both its employees and the subcontractors’ employees; facilitating prompt quality medical care in the event of a work related injury; and pursuing modified alternate duty to minimize the risks and financial burdens to its workforce.

TURNER Construction Company has established a return to work (RTW) program which is expected to be implemented by each subcontractor. Each subcontractor will provide a 90 day Modified Alternate Duty Program for an employee who has sustained a work related injury or illness and is medically unable to perform all or any part of his / her normal duties during all or any part of the normal workday or shift.

This applies to all Contractors on the project. The policy must include, but not be limited to:

1. All work related injuries will be reported to your supervisor and TURNER Construction Company immediately.
2. All injured employees will be provided with an approved medical treatment facility listing where appropriate, or a recommended panel listing. If there is any doubt as to where to go for treatment, the injured employee must contact TURNER Construction Company.
3. Subcontractors need to communicate to the injured employee and treating physician TURNER Construction Company’s 90 Day Modified Alternate Duty Program and facilitate Modified Alternate Duty with the treating physician and the employee.
4. Modified Alternate Duty assignments must comply with all medical limitations outlined by the treating physician so that injury or aggravation does not occur.
5. Project Managers, Supervisors and Foreman all must be informed of the modified alternate duty assignment, length of alternate duty, and the restrictions and responsible for the adherence.
6. Failure of a Subcontractor to provide reasonable Modified Alternate Duty to an injured worker will result in a $1500 weekly assessment against the Subcontractor until the injured employee is returned to work in either a modified alternate duty position or full duty.
7. The injured employee must provide the Project Managers, Supervisors and Foreman copies of all return to work notes, either modified duty or full duty.
8. The injured employee is not to assume normal work activities unless they have presented medical documentation releasing them to their normal duties to TURNER.
9. No injured employee on modified alternate duty will be allowed to work more than forty (40) hours per week or holidays.
10. The injured employee will remain on the project where the injury occurred while on Modified Alternate Duty or be transferred to another Project if the current Project’s work phase is completed.

**Responsibilities:**

The following will define the reporting responsibilities of each party involved in the CIP for Return to Work.

**Injured Employee** – A successful return to work program requires the cooperation and accountability of all your employees. Accordingly, each subcontractor must ensure that its employees satisfy the following obligations:

1. Attended all training sessions.
2. Participate in all morning safety huddles.
3. Review and sign all Pre-Task Plans.
4. Report all injuries, even minor incidents, immediately within established reporting protocols.
5. Work closely with managers / supervisors and communicate all necessary information regarding their ability to return to work.
6. Provide the treating physician with the information necessary to help them determine how and when they can return to work.
7. Work within their medical stated limitations as outlined by their treating physician.
8. Help co-workers stay focused and provide a positive environment when they return to modified alternate duty.

**Supervisor / Manager** – Supervisors / Managers play a key role in the success of the return to work program. They must be willing to implement and manage the program. Accordingly, each subcontractor must ensure that its supervisors and managers satisfy the following obligations:

1. Understand and support TURNER’S written policies / procedures and maintain a listing of Position Descriptions as outlined by TURNER.
2. Facilitate treatment procedures with injured employee and ensure that they have received a copy of information regarding claim handling information/contacts.
3. Complete the Accident Investigation Form immediately after the incident and send to TURNER.
4. Coordinate Modified Alternate Duty with the injured employee and TURNER once they are aware and have received medical documentation outlining the injured employee’s work abilities.
5. Monitor the injured employee’s progress on modified alternate duty and provide weekly updates to the TURNER Claim Manager.

**TURNER Claim Coordinator** – The Claim Manager is the major communication link between the employee, the supervisor, the site safety personnel, the medical provider and relevant CIP Insurance Carrier. Accordingly, the TURNER Claim Manager will satisfy the following obligations:

1. Understand and promote Turners Return to Work Program.
2. Field and answer questions regarding the Return to Work Program.
3. Ensure that all injuries / incidents are reported promptly to the CIP Insurance Carrier.
4. Follow up for medical documentation regarding work abilities and facilitate return to work in the modified alternate duty program where appropriate.
5. Maintain communication with the injured worker, treating physician and supervisor to ensure that the injured worker is working within their medical abilities.
6. Evaluate the modified alternate duty at a maximum of 30 day intervals.
7. Record and report progress and concerns to management at least quarterly.

**CIP Insurance Carrier Team** – Are responsible for the daily claim handling guidelines outlined in their Special Account Instructions.

1. Coordinate medical care and return to work issues.
2. Contact and communicate with the injured worker.
3. Contact and communicate with the treating physician on an ongoing basis.
4. Manage issues related to claim file resolution.
5. Analyze losses and recommend corrective action.
The following charts outline the workflow guidelines for each anticipated return to work scenario and define the expectations of each involved party. It is imperative that all injured workers receive proper medical treatment and that they are not returned to work without proper medical documentation releasing them to either modified duty or full duty.

**NO LOST TIME w/ ONE TIME OFFICE VISIT**

<table>
<thead>
<tr>
<th>Employee</th>
<th>Sustains Incident and reports immediately to their Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>Supervisor reports Incident to Turner Site Safety / Field Supervisor immediately</td>
</tr>
<tr>
<td>Turner Site Safety / Field Supervisor</td>
<td>Upon Incident notification, gives Employee claim handling information/contacts and facilitates medical treatment where appropriate. Calls in Incident to the appropriate Turner Claims Manager.</td>
</tr>
<tr>
<td>Employee</td>
<td>Seeks immediate medical treatment where appropriate.</td>
</tr>
<tr>
<td></td>
<td>Gives the treating physician the claim handling information/contacts.</td>
</tr>
<tr>
<td></td>
<td>Receives from the treating physician a return to work note indicating full duty.</td>
</tr>
<tr>
<td></td>
<td>Immediately provides the Site Safety / Field Supervisor a copy of the medical note.</td>
</tr>
<tr>
<td>Site Safety / Field Supervisor</td>
<td>Immediately emails medical note to CIP Claim Team and Turner Claim Manager.</td>
</tr>
<tr>
<td></td>
<td>Verifies with Supervisor that Employee has actually returned to job site.</td>
</tr>
<tr>
<td></td>
<td>Once verified, immediately provides information to Turner Claim Manager.</td>
</tr>
<tr>
<td>Employee</td>
<td>Returns to work full duty.</td>
</tr>
<tr>
<td>Turner Claims Manager</td>
<td>Advises CIP Claim Adjuster of RTW status of Employee.</td>
</tr>
<tr>
<td></td>
<td>Emails all medical notes and documentation to CIP Claim Adjuster upon receipt.</td>
</tr>
<tr>
<td>CIP Claim Adjuster</td>
<td>Creates claim file upon receipt of report.</td>
</tr>
<tr>
<td></td>
<td>Completes claim handling protocols as outlined in Special Service Instructions.</td>
</tr>
</tbody>
</table>

**NO LOST TIME w/ ON GOING TREATMENT**

<table>
<thead>
<tr>
<th>Employee</th>
<th>Sustains Incident and reports immediately to their Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>Supervisor reports Incident to Site Safety / Field Supervisor immediately</td>
</tr>
<tr>
<td>Turner Site Safety / Superintendent</td>
<td>Upon Incident notification, gives Employee claim handling information/contacts and facilitates medical treatment where appropriate. Calls in Incident to the appropriate Turner Claim Manager.</td>
</tr>
<tr>
<td>Turner Claim Manager</td>
<td>Turner Claim Manager communicates with the CIP Claim Adjuster to ensure that medical treatment is being provided where appropriate.</td>
</tr>
<tr>
<td>Employee</td>
<td>Seeks immediate medical treatment where appropriate.</td>
</tr>
<tr>
<td></td>
<td>Gives the treating physician the claim handling information/contacts.</td>
</tr>
<tr>
<td></td>
<td>Receives from the treating physician a return to work note indicating full duty.</td>
</tr>
<tr>
<td></td>
<td>Immediately provides the Site Safety / Field Supervisor a copy of the medical note.</td>
</tr>
<tr>
<td>Site Safety / Field Superintendent</td>
<td>Immediately emails medical note to Turner Claim Manager.</td>
</tr>
<tr>
<td></td>
<td>Verifies with Supervisor that Employee has actually returned to job site.</td>
</tr>
<tr>
<td></td>
<td>Once verified, immediately provides information to Turner Claim Manager.</td>
</tr>
<tr>
<td>Employee</td>
<td>Returns to work full duty.</td>
</tr>
<tr>
<td>Turner Claim Manager</td>
<td>Advises CIP Claim Adjuster of RTW status of Employee.</td>
</tr>
<tr>
<td></td>
<td>Emails all medical notes and documentation to CIP Claim Adjuster upon receipt.</td>
</tr>
<tr>
<td>CIP Claim Adjuster</td>
<td>Creates claim file upon receipt of report.</td>
</tr>
<tr>
<td></td>
<td>Completes claim handling protocols as outlined in Special Service Instructions.</td>
</tr>
<tr>
<td>Employee</td>
<td>Follows up with medical treatment as outlined by treating physician.</td>
</tr>
<tr>
<td></td>
<td>At the end of each office visit, provides the Site Safety / Field Supervisor with a copy of the doctor’s note regarding RTW and further treatment.</td>
</tr>
<tr>
<td>Site Safety / Field Superintendent</td>
<td>Immediately emails all medical notes to Turner Claim Manager and CIP Claim Adjuster.</td>
</tr>
<tr>
<td></td>
<td>Verifies with Supervisor that Employee is still working.</td>
</tr>
<tr>
<td></td>
<td>Continues to provide information to Turner Claim Manager upon verification of RTW.</td>
</tr>
<tr>
<td>Turner Claim Manager</td>
<td>Emails all medical notes and documentation to CIP Claim Adjuster upon receipt.</td>
</tr>
<tr>
<td></td>
<td>Monitors RTW status of Employee.</td>
</tr>
<tr>
<td>CIP Claim Adjuster</td>
<td>Continues to follow up with treating physician to monitor medical treatment and RTW status.</td>
</tr>
</tbody>
</table>

**RELEASED TO MODIFIED ALTERNATE DUTY w/ CONTINUED TREATMENT**

<table>
<thead>
<tr>
<th>Employee</th>
<th>Sustains Incident and reports immediately to their Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>Supervisor reports Incident to Site Safety / Superintendent immediately</td>
</tr>
<tr>
<td>Turner Site Safety / Superintendent</td>
<td>Upon Incident notification, gives Employee claim handling information/contacts and facilitates medical treatment where appropriate. Calls in Incident to the appropriate Turner Claim Manager.</td>
</tr>
<tr>
<td>Turner Claim Manager</td>
<td>Turner Claim Manager communicates with the CIP Claim Adjuster to ensure that medical treatment is being provided where appropriate.</td>
</tr>
<tr>
<td>Employee</td>
<td>Seeks immediate medical treatment where appropriate.</td>
</tr>
<tr>
<td></td>
<td>Gives the treating physician the claim handling information/contacts.</td>
</tr>
<tr>
<td></td>
<td>Receives from the treating physician a return to work note indicating work restrictions.</td>
</tr>
<tr>
<td></td>
<td>Immediately provides the Site Safety / Field Supervisor a copy of the medical note noting work restrictions.</td>
</tr>
<tr>
<td>Site Safety / Field Supervisor</td>
<td>Immediately emails medical note to Turner Claim Manager.</td>
</tr>
<tr>
<td></td>
<td>Coordinates Modified Alternate Duty for Employee with the Employee’s supervisor and with the Turner Claim Manager.</td>
</tr>
<tr>
<td></td>
<td>Once modified duty outlined, immediately provides information to Turner Claim Manager.</td>
</tr>
<tr>
<td>Employee</td>
<td>Returns to work modified alternate duty.</td>
</tr>
<tr>
<td>Turner Claim Manager</td>
<td>Advises CIP Claim Adjuster of RTW status of Employee.</td>
</tr>
<tr>
<td></td>
<td>Emails all medical notes and documentation to CIP Claim Adjuster upon receipt.</td>
</tr>
<tr>
<td>CIP Claim Adjuster</td>
<td>Creates claim file upon receipt of report.</td>
</tr>
<tr>
<td></td>
<td>Completes claim handling protocols as outlined in Special Service Instructions.</td>
</tr>
<tr>
<td></td>
<td>CIP Claim Adjuster immediately sends written verification via Certified Mail to Employee and a copy to Turner Claim Manager of Modified Alternate Duty provided by Site once contacted by Site verifying modified duty provided.</td>
</tr>
<tr>
<td>Employee</td>
<td>Follows up with medical treatment as outlined by treating physician.</td>
</tr>
<tr>
<td></td>
<td>At the end of each office visit, provides the Site Safety / Field Supervisor with a copy of the doctor’s note regarding RTW and further treatment.</td>
</tr>
</tbody>
</table>
Note to Turner Claim Manager: Notify CIP Insurance Carrier’s Claim Department when an employee returns to work and if they fail to return when released by the treating doctor. The employee’s Modified Alternate Duty will end when:
1. released to regular work
2. employee returns in another capacity
3. employee has exceeded 90 day program for modified alternate duty
4. employee quits or is terminated for reasons unrelated to the injury
5. worker’s compensation claim is closed
6. company withdraws the modified duty assignment

Note to Supervisors – You are to keep track of all modified alternate duty activity and report the progress of each injured employee weekly to the Turner Claim Manager. You shall also provide copies of all medical releases, agreements, notes, etc. to the Turner Claim Manager and keep a copy to maintain accurate records for the OSHA 300 log. Failure to provide appropriate modified alternate duty will result in a penalty assessment of $1500 weekly for each week the injured employee has not returned to work.

### OUT OF WORK w/ ON GOING TREATMENT

<table>
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<th>Sustains Incident and reports immediately to their Supervisor</th>
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<td>Supervisor reports Incident to Site Safety / Field Supervisor immediately</td>
</tr>
<tr>
<td>Turner Site Safety / Superintendent</td>
<td>Upon Incident notification, gives Employee claim handling information/contacts and facilitates medical treatment where appropriate. Calls in Incident to Turner Claim Manager.</td>
</tr>
<tr>
<td>Turner Claim Manager</td>
<td>Turner Claim Manager communicates with the CIP Claim Adjuster to ensure that medical treatment is being provided where appropriate.</td>
</tr>
<tr>
<td>Employee</td>
<td>Seeks immediate medical treatment where appropriate. Given the treating physician the claims handling information/contacts. Receives from the treating physician indicating out of work. Immediately provides the Site Safety / Field Supervisor a copy of the medical note noting out of work.</td>
</tr>
<tr>
<td>Turner Site Safety / Superintendent</td>
<td>Immediately emails medical note to Turner Claim Manager. Discusses Modified Alternate Duty program with Employee and Supervisor.</td>
</tr>
<tr>
<td>Employee</td>
<td>Returns home to follow treatment protocols.</td>
</tr>
<tr>
<td>Turner Claim Manager</td>
<td>Advises Liberty Mutual of RTW or Out Of Work status of Employee. Faxes all medical notes and documentation to Liberty Mutual upon receipt.</td>
</tr>
<tr>
<td>CIP Claim Adjuster</td>
<td>Creates claim file upon receipt of report. Completes claim handling protocols as outlined in Special Service Instructions. CIP Claim Adjuster immediately follows up with treating physician to discuss Modified Alternate Duty Program and verify work abilities using approved Physical Capabilities Form and verifying that treating physician has copy of Employee’s Position Description.</td>
</tr>
<tr>
<td>Employee</td>
<td>Follows up with medical treatment as outlined by treating physician. If at the end of each office visit, provides the Site Safety / Field Supervisor with a copy of the doctor’s note regarding RTW and further treatment. Maintains weekly contact with Supervisor and Turner Claim Manager regarding treatment and expected RTW.</td>
</tr>
<tr>
<td>Turner Site Safety / Superintendent</td>
<td>Immediately emails all medical notes to Turner Claim Manager. Continues to provide information to Turner Claim Manager upon verification of RTW.</td>
</tr>
<tr>
<td>Turner Claim Manager</td>
<td>Emails all medical notes and documentation to CIP Claim Adjuster upon receipt. Monitors RTW status of Employee. Continues to provide information to Turner Claim Manager regarding Modified Alternate Duty.</td>
</tr>
<tr>
<td>CIP Claim Adjuster</td>
<td>Sends Modified Alternate Duty options w/ CIP Claim Adjuster on Weekly basis.</td>
</tr>
<tr>
<td>Employee</td>
<td>Continues to follow up with treating physician within 24 hours of each office visit to monitor medical treatment / discharge and facilitate full duty return to work.</td>
</tr>
<tr>
<td>Turner Site Safety / Superintendent</td>
<td>See Modified Alternate Duty Table.</td>
</tr>
<tr>
<td>Turner Claim Manager</td>
<td>See Modified Alternate Duty Table.</td>
</tr>
<tr>
<td>CIP Claim Adjuster</td>
<td>The CIP Claim Adjuster immediately sends written verification via Certified Mail to Employee and a copy to the Turner Claim Manager of Modified Alternate Duty provided by Site once contacted by Site verifying modified duty ability.</td>
</tr>
</tbody>
</table>

Note to all Parties – Last time ends when the injured employee is returned to their pre-injury position or when / if the injured employee refuses appropriate work offered consistent with the medical work abilities.
DATE: __________________________

Employee:
Claim#: 

AUTHORIZATION FOR THE RELEASE OF PROTECTED HEALTH INFORMATION

I HEREBY AUTHORIZE THE USE OR DISCLOSURE OF HEALTH INFORMATION ABOUT ME AS DESCRIBED BELOW:

1) Person(s) or group(s) of persons authorized to use or disclose the information: Any physicians, medical practitioners, hospitals, clinics, HMOs, long-term care facilities, medical or medically-related facilities, pharmacies, insurance companies, Plan Sponsor/Administrator, governmental agency and any insurance support organization.

2) Person(s) or group(s) of persons authorized to collect or otherwise receive the information: The particular Company in the Liberty Mutual Group of companies to which I am submitting a claim and its authorized representatives, agents and/or employees, nurse case managers, my employer, the attorneys of my employer, and any other Liberty Mutual Group companies, inclusive of Helmsman Management Services LLC, including organizations providing claims management services.

3) Description of information that may be used or disclosed: This Authorization specifically includes the release of all information related to my physical and mental health and my insurance policies and claims, including, but not limited to, those containing diagnosis, treatments, prognosis, prescription drug information, alcohol or drug abuse or information regarding communicable or infectious conditions, including HIV/AIDS. I am hereby notified and I further authorize the Liberty Mutual Group of companies, its representatives, agents, and/or employees acting on its behalf, to have direct, verbal or written contact and communication with my medical practitioners, who have knowledge of my health as disclosed or gained through the physician-patient relationship, without my presence, as it relates to my claim. In conjunction with this, I also authorize any treating medical practitioner to review any additional materials provided to them.

4) The information will be used or disclosed only for the following purpose(s): For purposes of investigating, evaluating and processing my claim.

STATEMENTS OF UNDERSTANDING & ACKNOWLEDGMENT:

- I understand that information used or disclosed pursuant to this authorization could be subject to redisclosure as necessary by the recipient and, if so, may not be subject to federal or state law protecting its confidentiality.

- I understand that I may revoke this authorization in writing at any time by sending a written revocation to the Company in the Liberty Mutual Group of companies to which I have submitted a claim, except to the extent that action has been taken in reliance on this authorization, or to the extent that other law provides the Company with the right to contest a claim. I also understand that the revocation of this authorization will not affect uses and disclosures of my health information for purposes of treatment, payment and health care operations.
• I understand that authorizing the disclosure of this health information is voluntary and the provision of health care services to me is not conditioned on whether I sign this authorization. If I choose not to sign this authorization, insurance coverage or claim payments may be denied or delayed.

• This authorization shall remain in force for 24 months from the date of signature, except to the extent applicable state law imposes or allows a different duration. The information obtained under this authorization will be retained in accordance with the Company’s standard retention policy and applicable law.

• I understand that I may request a copy of this authorization.

Printed Name of Individual or Personal Representative:

__________________________________________

Signature: _____________________________________

Address: ______________________________________

Date of Birth: _________________________________

Description of Authority of Personal Representative:

____________________________________________

Signature Date: _________________________
(Date of Signature is the authorization effective date)

NOTE: PLEASE SIGN AND RETURN BOTH PAGES OF THIS FORM.

A copy of this authorization will be considered as valid as the original.