# WALSH CONSTRUCTION COMPANY II, LLC Contractor Controlled Insurance Program (CCIP)

# **UK Health Cancer Center Project**

# **Insurance Manual**

This Manual is a contract document.

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Walsh UK Health Cancer Center CCIP Manual v 04/04/24

# WALSH CONSTRUCTION COMPANY II, LLC UK HEALTH CANCER CENTER PROJECT CONTRACTOR CONTROLLED INSURANCE PROGRAM

# **Insurance Manual**

# Walsh Construction Company II, LLC

Address: 110 State Street Lexington, Kentucky 40503

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## Section

# Overview

# Welcome to the Walsh UK Health Cancer Center Contractor Controlled Insurance Program (CCIP)

You should notify your insurer(s) to endorse your coverage to be excess and contingent over the CCIP coverage provided under this Program for on-site activities and the related costs.

#### **Notice to Bidders**

Each bidder is required to identify as an "add alternate" to their insurance costs for insurance coverage provided by the CCIP (Workers' Compensation, General Liability and Excess Liability) using the Aon Form 1 – Insurance Cost Worksheet (Form 1) found in Section 7: Forms, and submit with their bid. Costs removed must include Workers' Compensation, General Liability, Excess/Umbrella, and 15% for overhead and profit. If your Excess premium is flat rated, a formula to determine a cost is explained in Section 5: Subcontractor Responsibilities. All costs will be verified by the CCIP Administrator and removed from the Enrolled Party's contract via an initial deductive change order. Walsh Construction Company II, LLC may modify this bidding and insurance cost identification process as necessary

#### NOTE:

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

## About This Manual

Walsh Construction Company II, LLC is the **Sponsor** of this CCIP. Walsh Construction Company II, LLC and Aon Risk Solutions Central, Inc. (Aon) prepared the Insurance Manual. Aon is the **CCIP Administrator**. The manual is designed to identify, define and assign responsibilities for the administration of the CCIP for this project.

# What This Manual Does

This Manual:

- Generally describes the structure of the CCIP
- Identifies responsibilities of the various parties involved in the Project
- Provides a basic description of CCIP coverage
- Describes audit and administrative procedures
- Provides answers to basic questions about the CCIP

## What this Manual Does Not Do

This Manual does not:

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

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

## Commercial General Liability Obligation

Safety on the Project Site is important to Walsh Construction Company II, LLC. To encourage adherence to safe practices by all parties, Walsh Construction Company II, LLC will require the Subcontractor and all Sub-Subcontractors to pay the first ten thousand (\$10,000) of each Commercial General Liability property damage and bodily injury loss, including court costs, attorneys' fees and costs of defense to the extent losses are covered under the CCIP Commercial General Liability policy for those losses that are attributable to Subcontractor's Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Subcontractor may be responsible ("subcontractor General Liability obligation"). This "General Liability Obligation" is not compensable by the CCIP Insurance Policies and must be paid within 5 days of the billing date.

## Workers' Compensation Obligation

Safety on the Project Site is important to the Walsh Construction Company II, LLC. To encourage adherence to safe practices by all parties, the Walsh Construction Company II, LLC will require the Subcontractor and all Sub-Subcontractors to pay the first five thousand (\$5,000) of each Workers' Compensation claim or loss, including expenses to the extent losses are covered under the CCIP Workers' Compensation, for claims from their employees. This "Workers' Compensation Obligation" is not compensable by the CCIP Insurance Policies and must be paid within 5 days of the billing date.

Safety on the Project Site is important to Walsh Construction Company II, LLC. To encourage adherence to safe practices by all parties, Walsh Construction Company II, LLC will require Enrolled Subcontractor and its sub-Subcontractor(s) to provide a modified return to work program for any of its employees injured under Workers' Compensation as part of the CCIP program.

Failure to provide reasonable accommodations will result in a penalty assessment to the Subcontractor of \$2,500 weekly until such time as the injured worker is returned to work. This "Workers' Compensation Obligation" is not compensable by the CCIP.

#### DISCLAIMER:

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

# **CCIP** Project Directory

#### **CCIP Administrator**

Aon Risk Solutions Central, Inc. 4 Overlook Point Lincolnshire, IL 60069 Construction Wrap-up Group

Account Specialist I	
(Subcontractor Contact)	
Eric Kalisz	

Telephone: 800-364-0495 Ext. 6 Fax: 800-363-6695 E-mail: acs.construction@aon.com

Program Professional Matthew Lundine Telephone: 312-381-4609 E-mail: matthew.lundine@aon.com

Insurance Carriers:	
Workers' Compensation & Employers Liability [EL](Stop Gap):	Arch Indemnity Insurance Company
General Liability [GL]:	Arch Insurance Company
Excess - Underlying Coverage \$5MM Excess GL & EL \$10MM Excess Of \$5MM \$10MM Excess Of \$15MM \$25MM Excess Of \$25MM Quota-Share \$25MM Excess Of \$50MM \$25MM Excess Of \$75MM	Arch Insurance Company Starr Indemnity & Liability Company Berkshire Hathaway Specialty Insurance Ascot Insurance Company / QBE Insurance Corporation Swiss Re Corporate Solutions America Ins. Corp. Liberty (The Ohio Casualty Insurance
· · · · · · · · · · · · · · · · · · ·	Company)

Sponsor of this CCIP

Walsh Construction Company II, LLC

Senior Superintendent	Telephone: 312-931-7571
Chris Deiss	E-mail: cadeiss@walshgroup.com
Project CCIP Administrator	Telephone: 909-486-6231
Chris Zarvas	E-mail: czarvas@walshgroup.com
Senior Safety Manager	Telephone: 725-270-0682
Tim Bogowith	E-mail: tbogowith@walshgroup.com
Regional HSE Manager	Telephone: 312-613-1993
Scott Mladic	E-mail: smladic@walshgroup.com

# Section

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# **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 Walsh Construction Company II, LLC - The UK Health Cancer Center Project and eligible Enrolled Parties performing Work at the Project Site.	
CCIP ADMINISTRATOR:	Aon Risk Solutions Central, Inc. 4 Overlook Point Lincolnshire, IL 60069 Construction Wrap-up Group	
CCIP INSURER:	The insurance company(s) named on a policy or Certificate of Insurance providing coverage for the CCIP.	
CCIP SPONSOR:	Walsh Construction Company II, LLC	
CERTIFICATE OF INSURANCE:	A document providing evidence of existing coverage for a particular insurance policy or policies.	
CONTRACT:	A written or oral agreement between Walsh Construction Company II, LLC and any Subcontractor or a written or oral agreement between a Subcontractor and its Sub- Subcontractors of any tier.	
CONTRACTOR:	An individual, partnership, joint venture, corporation, limited liability partnership, undertaking the performance of the work under the terms of the contract.	
ELIGIBLE PARTIES:	Cost of the Work is defined as total construction cost minus owner's CCIP cost and fee.	
	Parties performing labor or services at the Project Site who are eligible to enroll in the CCIP unless an Excluded Party.	
ENROLLED PARTIES:	Those Eligible Parties who have submitted all necessary enrollment information as detailed in Section 5 and have	

been	accepte	ed into the	CCIP	as evidend	ced by	a We	elcome
Letter	and	Certificate	of	Insurance	from	the	CCIP
Admir	nistrator						

EXCLUDED PARTIES/EXCLUDED SUBCONTRACTORS:	At the discretion of Walsh Construction Company II, LLC, or subject to State regulations, the following parties will be excluded:
	(1) Hazardous materials remediation, removal and/or transport companies and their consultants;
	(2) Architects, surveyors, engineers, and soil testing engineers, and their consultants;
	(3) Vendors, suppliers, 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;
	(4) Subcontractors of all tiers who do not perform any actual labor on the Project Site;
	(5) Walsh Construction Company II, LLC may include or exclude any parties or entities not specifically identified in this manual at its sole discretion, even if otherwise eligible.
	(6) Mobile crane owners and/or operators whose sole scope of work involves the lifting or placement of materials or equipment for other Contractor/Subcontractors;
	(7) Contractor/Subcontractors whose sole scope of work includes blasting and/or demolition.
INDEMNIFIED PARTIES	Walsh Construction Company II, LLC The University of Kentucky, its affiliates and subsidiaries and their officers, agents, trustees and employees.
	For all of the above their employees, officers and successors, directors, agents, representatives, and consultants.
PROJECT SITE OR PROJECT LOCATION:	Within the footprint of the project site as defined more fully in the contract documents and adjacent areas where incidental operations are performed, excluding permanent locations of any insured party.

SUBCONTRACTOR:	Those persons, firms, joint venture entities, corporation or other parties that have entered into a Contract with Walsh Construction Company II, LLC.
SUB-SUBCONTRACTOR:	Includes only those persons, firms, joint venture entities, corporation, or other parties that enter into a Contract with the Subcontractor to perform Work at the Project Site
SUBCONTRACTOR AND SUB-SUBCONTRACTOR INSURANCE COSTS:	The cost of insurance for a Subcontractor and its Sub- Subcontractors of all tiers to provide insurance coverage in form and limits as detailed in a Contract.
WELCOME LETTER:	A document issued by the CCIP Administrator, which confirms acceptance/enrollment of the applicant into the CCIP.
Work:	Operations, as fully described in the Contract documents, performed at the Project Site.

#### Section



# **CCIP** Insurance Coverage

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

## **Excluded Parties**

**Excluded Parties** are not granted any insurance coverage under the CCIP. At their effort and expense, **Excluded Parties** must meet the insurance requirements established in Section 4 and provide evidence of coverage to Walsh Construction Company II, LLC. Costs of insurance are to be included in the Subcontract amount.

## **Evidence of Coverage**

Each Enrolled Party will be issued an individual Workers' Compensation policy provided by the CCIP primary insurer. The CCIP Administrator will provide a Certificate of Insurance evidencing Workers' Compensation, General Liability, and Excess liability to each Enrolled Party. Each will be added as an Additional Named Insured to the CCIP General Liability insurance policy. The Insurance Carrier will furnish other documents including claim forms, posting notices, etc., to each Enrolled Party. Copies of the General Liability policy will be available for review at Walsh Construction Company II, LLC upon request.

# **Disclaimer of Third Party Beneficiaries**

Nothing contained herein is meant to confer any rights to any third parties. The provision of CCIP is meant for the protection of the Project and the Enrolled Parties, and is in no way intended for the benefit of the general public or any claimant against any insured party involved in the Project, enrolled or not enrolled.

# Description of CCIP Coverages

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

Walsh Construction Company II, LLC will furnish the following coverages for the benefit of all Enrolled Parties performing Work at the Project Site.

CCIP INSURANCE COVERAGE

No coverages will continue past the date of substantial completion.

#### Workers' Compensation and Employer's Liability

**Coverage**:Statutory limits required by the Workers' Compensation laws of the State of Kentucky; along with Employer's Liability (Stop Gap) coverage.

Part One - Workers' Compensation:	Statutory Limit
Bodily Injury by Accident, each accident	\$ 1,000,000
Bodily Injury by Disease, each employee	\$ 1,000,000
Bodily Injury by Disease, policy limit	\$ 1,000,000

Enrolled Parties are to pay the first five thousand (\$5,000) of each Workers' Compensation claim or loss, including expenses.

Safety on the Project Site is important to Walsh Construction Company II, LLC. To encourage adherence to safe practices by all parties, Walsh Construction Company II, LLC will require Enrolled Subcontractor and its sub-Subcontractor(s) to provide a modified return to work program for any of its employees injured under Workers' Compensation as part of the CCIP program.

Failure to provide reasonable accommodations will result in a penalty assessment to the Subcontractor of \$2,500 weekly until such time as the injured worker is returned to work. This "Workers' Compensation Obligation" is not compensable by the CCIP.

 This coverage does **not** cover off-site operations. This coverage is primary for all occurrences at the Project Site for Enrolled Parties.

#### **Commercial General Liability**

Coverage: ISO Occurrence Form

	Limits of Liability
	Shared by All Enrolled Parties
General Aggregate	\$ 4,000,000
Products/Completed Operations Aggregate	\$ 4,000,000
Each Occurrence Limit	\$ 2,000,000
Personal/Advertising Injury	\$ 2,000,000

Enrolled Parties are to pay the first ten thousand (\$10,000) of each Commercial General Liability property damage and bodily injury loss, including court costs, attorneys' fees and costs of defense for those losses that are attributable to Enrolled Parties' Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Subcontractor may be responsible.

- This insurance is primary for all occurrences at the Project for Enrolled Parties.
- Defense costs are within the policy limits.
- This insurance will <u>NOT</u> provide coverage for products liability 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.

- This policy does not cover off-site operations of any Enrolled Party.
- Products & Completed Operations Extension beyond the substantial completion date of the Project with a single non-reinstated aggregate limit.
   For Ten (10) Years or the applicable Statue of Repose, whichever is less.
- A single General Liability policy will be issued for all Enrolled Parties with all Enrolled Parties Named as Insureds.
- Please refer to the actual policies for any limitations or exclusions.

#### **Excess Liability**

	Limits of Liability
	Shared by All Enrolled Parties
Each Occurrence Limit	\$ 100,000,000
Products/Completed Operations Aggregate	\$ 100,000,000
Annual General Aggregate Limit	\$ 100,000,000

- This policy does not cover off-site operations.
- Defense costs are within the policy limits.
- Excess Coverage includes coverage over the Project Site's Employer's Liability and Commercial General Liability policies for Enrolled Parties.
- Products & Completed Operations Extension beyond the substantial completion date of the Project with a single non-reinstated aggregate limit.
   For Ten (10) Years or the applicable Statue of Repose, whichever is less.
- All Enrolled Parties will be named as Insureds.
- Please refer to the actual policies for any limitations or exclusions.

# Section

# 4

# Subcontractor Required Coverage

All Subcontractors are required to maintain coverage to protect against losses that occur away from the Project Site or that are otherwise not covered under the CCIP. All Certificates of Insurance must be submitted to the CCIP Administrator prior to Mobilization.

 Subcontractors are required to maintain insurance coverage for the duration of the Contract that protects Walsh Construction Company II, LLC from liabilities. These liabilities may arise from the Subcontractor's operations performed away from the Project Site, from coverages not provided by the CCIP, or from operations performed by Excluded Parties. The CCIP places Subcontractors into one of two main categories: Enrolled Parties or Excluded Parties.

**Enrolled Parties** are to provide evidence of Workers' Compensation, General Liability and Excess/Umbrella Liability insurance for *off-site activities* and Automobile Liability and any other insurance as per the insurance specifications in the Contract. See Sections 2 for the definition of Enrolled Parties.

**Excluded Parties** must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability, and any other insurance as per the insurance specifications in the Contract for all activities including **both** *onsite* and *off-site* activities as per the insurance specifications in the Contract. See Sections 2 for the definition of Excluded Parties.

# Verification of Required Coverages

Subcontractors shall provide verification of insurance to the CCIP Administrator prior to mobilization and within five (5) days of any renewal, change or replacement of coverage. A sample of an acceptable Certificate of Insurance is provided in Section 7. Please note the requirements for thirty (30) days notice of cancellation, waiver of subrogation and Additional Insured status.

The Certificate of Insurance must name Walsh Construction Company II, LLC, their respective officers, agents and employees, the Indemnified Parties and any other additional entities as Walsh Construction Company II, LLC may request as Additional Insureds on a primary, non-contributory basis, on all Liability policies.

#### SUBCONTRACTOR-REQUIRED COVERAGE

Subcontractors are responsible for monitoring their Sub-Subcontractor's Certificates of Insurance. Walsh Construction Company II, LLC reserves the right to disapprove the use of Subcontractors and Sub-Subcontractors unable to meet the insurance requirements or who do not meet other Walsh Construction Company II, LLC contractual requirements.

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 Contractors for work performed under their Contract. Additionally, the limits of liability shown before can be satisfied through a combination of primary and excess coverage. However, the primary policy must be no less than \$1,000,000. However, this shall be the minimum limit, and the actual policy limit shall control when greater.

Subcontractor shall provide and require its sub-subcontractors to provide insurance with the following minimum per occurrence limits. Subcontractor policy limits, if greater, shall control over minimum limits required herein. The limits required by this endorsement are minimum requirements, and the actual limits of any Policy that exceed these minimums shall be considered the required limit.

# Subcontractor Maintained Coverages

#### Workers' Compensation and Employer's Liability

Part One - Workers' Compensation:

Statutory Limit

- Part Two Employer's Liability (Stop Gap):RefBodily Injury by Accident, each Accident:RefBodily Injury by Disease, each employeeRefBodily Injury by Disease, policy limit:Ref
  - Annual Limits: Refer to Contract Refer to Contract Refer to Contract
  - Coverage will apply away from the Project Site for Enrolled Parties. Coverage will apply on and off-site for Excluded parties.

Such Policy shall include a Blanket Waiver of Subrogation for those agreed to by written contract.

Walsh Construction Company II, LLC The University of Kentucky, its affiliates and subsidiaries and their officers, agents, trustees and employees.

For all of the above their employees, officers and successors, directors, agents, representatives, and consultants.

#### **Commercial General Liability**

Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form"), including coverage from premises operations; independent contractors' liability; products and completed operations; contractual liability; personal injury; and broad form property damage (including coverage for explosion, collapse, and underground hazards) with limits not less than the following:

Enrolled Parties / Excluded Parties

Each Occurrence	Refer to Contract
General Aggregate	Refer to Contract
Products/Completed Operations Aggregate	Refer to Contract
Personal/Advertising Injury Aggregate	Refer to Contract

- Limits can be provided by a combination of a primary Commercial General Liability policy and Excess/Umbrella Liability policy.
- Coverage will apply away from the Project Site for Enrolled Parties.
- Coverage will apply on-site and off-site for Excluded Parties.
- All Parties shall maintain Products/Completed Operations Coverage for 10 years after contract completion.
- Enrolled Parties and Excluded Parties shall maintain a per project and per location aggregate.
- Such Policy shall include a Blanket Additional Insured endorsement as listed herein with respect to liability arising out of Subcontractor's work and Completed Operations, and a Blanket Waiver of Subrogation in favor of the Additional Insured's.

Additional Insured, this at minimum shall include:

Walsh Construction Company II, LLC

The University of Kentucky, its affiliates and subsidiaries and their officers, agents, trustees and employees.

For all of the above their employees, officers and successors, directors, agents, representatives, and consultants.

- Additional Insured coverage under the General Liability policy shall be Insurance Services Office Forms CG 20 10 10 01 and CG 20 37 10 01, providing coverage for liability arising out of the Subcontractor's and its sub-subcontractor's ongoing and completed operations. Alternates to these forms must be negotiated prior to the start of Work and be accepted by Contractor. Any endorsement limiting coverage to "sole negligence" or "independent acts" are not acceptable. Subcontractor and its sub-subcontractors shall furnish copies of additional insured endorsements with each certificate of insurance submission.
  - Subcontractor shall be responsible for any deductible or selfinsured retention with respect to coverage afforded Additional

Insureds. Any self-insured retention shall be identified on the Certificate of Insurance, with the endorsement attached to the Certificate of Insurance.

- Any self-insured retention which applies to the Additional Insured by the language of the endorsement or which disclaims any obligation of defense of a claim against an Additional Insured shall be considered a breach of these requirements, regardless of whether it is objected to by the Contractor, and failure to object by the Contractor or Owner shall not be considered a waiver of these requirements.
- Other -Additional Insureds, as may be required by contract.
- Subcontractor waives any and all rights of subrogation against the Additional Insured's

#### **Contractors Pollution Liability**

Enrolled Parties / Excluded Parties

Each Occurrence Aggregate

Refer to Contract Refer to Contract

#### **Automobile Liability**

Single limit bodily injury and property damage combined arising from the limit not less than the following Limits of Liability:

Each Occurrence:

Refer to Contract

- Limits can be provided by a combination of a primary Commercial Automobile Liability policy and Excess/Umbrella Liability policy.
- Coverage will apply <u>on and off</u> the Project Site. The CCIP does <u>not</u> cover Automobile Liability.
- Contractual liability, if not provided in the policy form, is to be provided by endorsement.
- If hazardous materials or waste are to be transported, the Commercial Automobile Liability policy will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements and shall be endorsed to provide coverage for liability arising from release of pollutants (CA 9948 – Pollution Liability— Broadened Coverage for Covered Autos).

Such Policy shall include a Blanket Additional Insured endorsement as listed herein, and a Blanket Waiver of Subrogation in favor of the Additional Insured's.

Additional Insured, this at minimum shall include: Walsh Construction Company II, LLC The University of Kentucky, its affiliates and subsidiaries and their officers,

#### SUBCONTRACTOR-REQUIRED COVERAGE

agents, trustees and employees.

Others as required by Walsh Construction Company II, LLC For all of the above their employees, officers and successors, directors, agents, representatives, and consultants.

#### **Professional Liability**

Enrolled Parties / Excluded Parties

Each Occurrence Aggregate Refer to Contract Refer to Contract

#### **Contractors Equipment Floater**

Subcontractor shall maintain Contractors' Equipment Floater Insurance for owned or leased equipment and tools under its care, custody and control as required for the performance of Subcontractor's duties. The CCIP does not provide coverage for Contractor's Equipment.

#### Additional Insured and Waiver of Subrogation

Commercial General Liability, Automobile Liability, Excess / Umbrella Liability, Contractors Pollution Liability policies described above shall include the following as Additional Insured's, and have a waiver of subrogation:

*(the spelling of these parties must be <u>exactly</u> correct) Additional Insured, this at minimum shall include: Walsh Construction Company II, LLC The University of Kentucky, its affiliates and subsidiaries and their officers, agents, trustees and employees.* 

For all of the above their employees, officers and successors, directors, agents, representatives, and consultants.

The coverage afforded to the Additional Insured under these policies shall be primary and non-contributory insurance. If the Additional Insured has other insurance that is applicable to the loss, such other insurance shall be in excess to the Subcontractor's and Sub-Subcontractor's insurance. Any others as required by contract.

A Blanket Additional Insured Endorsement shall be provided so that the coverage afforded to the Additional Insureds shall apply to "Ongoing Operations" and "Completed Operations-Hazards."

#### Section



# Subcontractor Responsibilities

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

The Subcontractors and Sub-Subcontractors are required to cooperate with Walsh Construction Company II, LLC and its CCIP Administrator in all aspects of CCIP operation and administration. The responsibilities of the Subcontractors and Sub-Subcontractors include, but are not limited to the following:

- Provide each Sub-Subcontractor with a copy of this Project Insurance Manual by including it in all subcontracts and incorporate this Manual into the subcontract.
- Identify the cost of insurance for CIP provided coverage (Workers' Compensation, General Liability and Excess/Umbrella Liability) by completing the <u>Aon Form 1 – Insurance Cost Worksheet</u> and submitting with bids.
- Enroll in the CCIP within 5 days of contracting or no less than 45 days before mobilization and assure each Subcontractor enrolls in the CCIP within 5 days of contracting or no less than 45 days before mobilization.
- Provide timely evidence of required insurance.
- Notify the CCIP Administrator and Walsh Construction Company II, LLC Project Manager of all Sub-Subcontracts awarded (first tier and subsequent tiers). Subcontractor shall cause all Sub-Subcontractors to submit a Notice of Award – NOA, Enrollment Form (Form-3) and Certificate of Insurance to the CCIP Administrator.
- Maintain and report monthly payroll records
- Cooperate with the CCIP Administrator 's requests for information
- Comply with all insurance, claim and safety procedures
- Notify the CCIP Administrator immediately of any insurance cancellation or non-renewal of your own and Subcontractor-required insurance.
- Comply, and require all of its Subcontractors to comply with the CCIP Administrator's instructions to electronically enrolling in and reporting payroll on the AonWrap web-site.

# Subcontractor Bids

Walsh Construction Company II, LLC provides Workers' Compensation, General Liability and Excess Liability for all Enrolled Parties under the CCIP for Work performed at the Project Site.

## Subcontractor Insurance Costs

The section below, "Identifying Insurance Costs," describes the procedures for bidding and further describes how each Eligible Party of all tiers insurance costs are determined. Section 7 of this Manual contains the necessary worksheets and instructions to help determine the Eligible Party's Insurance Costs. For assistance, please contact the CIP Administrator.

## Identifying Insurance Costs

All Eligible Parties will identify their insurance costs as an "add alternate" using the Aon Form 1 – Insurance Cost Worksheet (Form 1) and submit with their bid. Costs removed must include costs for Workers' Compensation (WC), General Liability (GL), Excess/Umbrella and an overhead & profit percentage of 15%. The Costs of CCIP Coverages includes reduction in insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of the self-funded program, self-insured retention, or deductible program. The Cost of CCIP Coverages must include expected losses within any retained risk. The amount verified by CCIP Administrator will be removed through an initial deductive change order upon successful enrollment.

The Form 1 details the insurance costs for each Eligible Parties own insurance program, the estimated payroll in Kentucky reported payroll follows the guidelines of the Kentucky Department of Job and Family Services and the Federal Unemployment Tax Authority (FUTA) to determine reportable payroll. Gross Payroll, including premium pay for overtime and the projected contract amount (receipts). This information, along with the insurance documentation outlined below, is used by the CCIP Administrator to verify the adequacy of the submitted Subcontractor insurance cost.

Every Eligible Party is required to submit with its bid a completed Form 1 and copies of the following:

- Workers' Compensation Rate Page
- General Liability Rate Page
- Umbrella or Excess Rate Page
- Experience Mod Worksheet

The WC insurance costs will be calculated according to the rating pages on the policy based on the payroll incurred on the Project Site. All factors such as experience modifiers, credits, debits, taxes, surcharges, terrorism, and premium discount will be taken into account. (Please note that deductible credits will not be applied, as the CCIP provides first dollar coverage.)

The GL insurance costs will be calculated according to your rates illustrated on the policy rating pages plus a loss rate (explained below) if your GL is on a large deductible program. (Please note that deductible credits will not be applied.)

# The Verified Insurance Credit will be calculated by applying your fixed expense rates against the <u>contract amount</u> for work on the Project Site.

Composite Rated, Retro, SIR or Other Retention Programs (Loss-Sensitive programs).

The Verified Insurance Credit will be calculated by applying your fixed expense rates against the <u>contract amount</u> for work on the Project Site. A loss rate will also be calculated that will become a part of the Verified Insurance Credit. This will be calculated by taking five (5) years of your loss history and dividing it by the exposure basis during the five (5) year period. The losses should be capped at your current deductible, loss limit or retention. You must provide us with your first dollar losses so we can verify that the loss rate has been calculated correctly.

To calculate the Excess insurance costs multiply the fixed Excess rate on the policy by the exposure on the Project Site (payroll or receipts). If your Excess policy premium is not adjustable (flat premium), divide your Excess policy premium by the total exposure on your GL policy (payroll or receipts). Multiply this rate by the same exposure on the job site to determine the Excess insurance costs. Any other applicable taxes, surcharges and assessments should be applied as well.

EXAMPLE:

Excess Policy

— χ Project Exposure

GL Exposure (PR or Receipts)

When the Form 1 is completed incorrectly, or if scope has changed considerably after enrollment, the Enrolled Party will be asked to submit revised forms to the CCIP Administrator. The CCIP Administrator will also perform a recalculation based upon revised estimated exposures. A new Form 1 will be required if the estimated exposures on the NOA is different than the exposure on the Form 1.

The amount verified by CCIP Administrator will be removed through a deductive change order upon successful enrollment.

Note: Failure to submit any insurance forms as required by this manual or by contract may result in the withholding of payments until required documentation is received.

#### Contract Modification / Change Order

All Contract modifications, including change orders, shall be priced by the Contractor and Subcontractors to <u>exclude</u> the cost of CCIP insurance coverages.

# Enrollment

Upon successful award, each Subcontractor and Sub-Subcontractor shall provide details as necessary for CCIP enrollment in the Enrollment Form (Form-3). This form must be completed and submitted to the CCIP Administrator prior to mobilization in order to obtain coverage under the CCIP. The CCIP Administrator will provide access and instructions to on-line enrollment site www.aonwrap.aon.com.

Upon enrollment, the CCIP Administrator will issue to the Enrolled Party a Welcome Letter and a CCIP Certificate of Insurance acknowledging acceptance of the applicant into the CCIP. The insurance carrier will issue a separate Workers' Compensation policy to each Enrolled Party.

#### Note: Enrollment is not automatic!

Enrollment into the CCIP is required, but not automatic. Access to the Project Site will not be permitted until enrollment is complete. All Subcontractors and Sub-Subcontractors MUST complete the Enrollment Form and submit to the CCIP Administrator who will confirm complete enrollment into the CCIP. If a Subcontractor or Sub-Subcontractor obtains access to the site, with or without Walsh Construction Company II, LLC knowledge, the coverages provided under the CCIP will not be provided if Subcontractor is not enrolled.

#### Note:

Failure to submit any insurance forms as required by this Manual or by contract may result in the withholding of payments until required documentation is received.

## Assignment of Premiums

Walsh Construction Company II, LLC pays the cost of the CCIP insurance coverage. All Enrolled Parties will assign, to Walsh Construction Company II, LLC, all adjustments, refunds, premium discounts, dividends, costs or any other monies due from the CCIP insurer(s). Enrolled Parties will assure that all the Enrolled Parties enrolled under them have executed such an assignment. The Enrollment Form supplied in Section 7 will be used for this purpose.

## Payroll Reports

By the 10<sup>th</sup> of each month, every Enrolled Party must submit on-line an Aon Form 4 – Payroll Report identifying man-hours and payroll for all work performed at the Project Site. This report shall classify the labor expended at each Project Site according to the Standard Workers' Compensation Insurance Classification and included in the Enrollment Form.

Upon successful enrollment, the CCIP Administrator will provide directions for the Subcontractor to <u>electronically submit the Aon Form 4 – Payroll Report on the AonWrap web-site at www.aonwrap.aon.com</u>. Each Enrolled Party will receive a login & password to grant access to the website. A monthly payroll entry shall be completed for each individual subcontract.

**NOTE:** The Monthly Payroll Report should include payroll for all CCIP qualified employees, including on-site supervisors and on-site clerical personnel. In Kentucky reported payroll follows the guidelines of the Kentucky Department of Job and Family Services and the Federal Unemployment Tax Authority (FUTA) to determine reportable payroll.

A monthly payroll report must be submitted for each month, including "zero (0) payroll" for those months where no on-site labor was expended, until completion of the work under each Contract. For those Subcontractors performing Work under multiple Contracts, a <u>separate</u> Aon Form 4 – Payroll Report is required for <u>each</u> Contract.

#### Note:

Failure to submit the payroll report, along with any form as required by this manual or by contract may result in the withholding of payments until required documentation is received.

# Change Order Procedures

Change order proposals shall be submitted in the same manner, with the Cost of CCIP Coverages excluded from the base change order price.

# Insurance Company Payroll Audit

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, and records, of any and all kinds, to the auditors of the CCIP insurance carrier(s) or Walsh Construction Company II, LLC representatives. 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.

## **Closeout and Audit Procedures**

Submit the **Notice of Work Completion** form (Aon Form 5) when a Subcontractor and/or Sub-Subcontractor have completed its Work at the Project Site and no longer has on-site workers. The Aon Form 5 – Notice of Work Completion will initiate the final payroll report and audit of payroll and man-hours. <u>Electronically submit the Aon</u>

Form 5 – Notice of Work Completion on the AonWrap web-site at www.aonwrap.aon.com. Should the Subcontractor return to the Project Site and work, they will do so under their own insurance program. The Subcontractor must also provide the CCIP Administrator with a Certificate of Insurance evidencing their coverage as detailed in the Contract.

Walsh Construction Company II, LLC will not release final retention payment until all necessary forms have been submitted and accepted by the CCIP Administrator as well as all requirements of their Contract Agreement have been met.

# **CCIP** Termination or Modification

Walsh Construction Company II, LLC may, for any reason, modify the CCIP Coverages, discontinue the CCIP, or request that Subcontractor withdraw from the CCIP upon thirty (30) days written notice. Upon such notice Subcontractor shall obtain and thereafter maintain during the performance of the Work, all ,or a portion thereof as specified by Walsh Construction Company II, LLC of the CCIP Coverages. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to Walsh Construction Company II, LLC approval. The cost of the replacement coverage shall be at Walsh Construction Company II, LLC Coverages.

# **Drug-Free Workplace**

Walsh Construction Company II, LLC is committed to providing a safe work environment for the health and well-being of its worksite. Walsh Construction Company II, LLC reserves the right to drug and alcohol test any worker involved in an employment-related incident or if there is a workplace injury.

# Workers' Compensation, Return to Work Obligation

Safety on the Project Site is important to Walsh Construction Company II, LLC. To encourage adherence to safe practices by all parties, Walsh Construction Company II, LLC will require Enrolled Subcontractor and its sub-Subcontractor(s) to provide a modified return to work program for any of its employees injured under Workers' Compensation as part of the CCIP program.

Failure to provide reasonable accommodations will result in a penalty assessment to the Subcontractor of \$2,500 weekly until such time as the injured worker is returned to work. This "Workers' Compensation Obligation" is not compensable by the CCIP.

# Section

# 6

# **Claim Procedures**

*This section describes basic procedures for reporting various types of Claims: Workers' Compensation, and General Liability.* 

Not part of CCIP - Builder's Risk and damage to the Project.

# **General Procedures**

All parties are to report all injuries, occupational-related illnesses, property damage or any other incidents to the Project Safety Management immediately. All Parties will instruct employees and other personnel to report, in writing, within 24 hours **all** Accidents and Occurrences of any type to the Walsh Construction Company II, LLC Project Safety Management.

# *Immediately* call the Project Safety Manager or Project Superintendent in the event of the following:

- Any injury that is deemed to be serious by reporting party
  - ✓ Injury to head
  - ✓ Possible injury to back or spinal cord
  - ✓ Unconscious employee
  - ✓ Fatality or loss of extremities
  - ✓ An ambulance is called to the site
- Any property damage with an estimate value over \$1,000

## Investigation Assistance

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

# Workers' Compensation Claims

The main responsibility for any Party is first to see that the injured worker receives immediate medical care and you should immediately notify the Project Safety Management in the event of any injury or accident.

The Party's on-site personnel will follow these procedures if any employee is involved in an incident resulting in bodily injury:

- 1. Contact designated first aid/medical personnel and transport the injured party to the on-site first aid or medical facility, as necessary.
- 2. Report all injuries or occupational-related illnesses within 24 hours to the Employer's Project supervisor and Walsh Construction Company II, LLC Project Safety Management.
- Employer must complete an Incident Investigation Report and First Report of Injury Form and return to Walsh Construction Company II, LLC Project Safety Manager and Insurance/CCIP Manager within 24 hours of employee's notice of incident. The Project Safety Manager will then report the incident to the Corporate Insurance Department within 24 hours of receipt.
- 4. Supply the injured party with a Medical Information Claim Folder which shall include a Doctor's Initial Report Form, Walsh Construction Company II, LLC modified alternate duty program, Position Description and a Medical Authorization Form which are to be returned by the Injured Party to Walsh Construction Company II, LLC Project Safety Management by the end of the business day.
- 5. All Enrolled Parties will provide for modified alternate duty based upon the work abilities given to the Injured Party from the treating physician.
  - Safety on the Project Site is important to Walsh Construction Company II, LLC. To encourage adherence to safe practices by all parties, Walsh Construction Company II, LLC will require Enrolled Subcontractor and its sub-Subcontractor(s) to provide a modified return to work program for any of its employees injured under Workers' Compensation as part of the CCIP program.
  - Failure to provide reasonable accommodations will result in a penalty assessment to the Subcontractor of \$2,500 weekly until such time as the injured worker is returned to work. This "Workers' Compensation Obligation" is not compensable by the CCIP
- 6. Immediately send all subsequent medical return to work notes, inquiries or correspondence about an Injured Party to Walsh Construction Company II, LLC Project Safety Management.
- 7. No Injured Party will be allowed on a job site unless they have provided Walsh Construction Company II, LLC Project Safety Management with the proper return to work note, either full duty or modified duty.

# **General Liability Claims**

All Parties must immediately report all incidents at the Project Site to Walsh Construction Company II, LLC Project Safety Management. As soon as the onsite personnel become aware of the incident, 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 Walsh Construction Company II, LLC Project Safety Management immediately.
  - A. Do not voluntarily admit liability.
  - B. Cooperate with Walsh Construction Company II, LLC and the CCIP insurer representatives in the accident investigation.

# Automobile Claims

**No coverage is provided for Automobile accidents under the CCIP**. It is the sole responsibility of each Party to report incidents involving their automobiles to their own insurers.

HOWEVER, all accidents occurring in or around the Project site must be reported to Walsh Construction Company II, LLC Project Safety Management. All Parties shall cooperate in the investigation of all automobile incidents.

### **Builder's Risk Claims**

**No coverage is provided for Builder's Risk accidents under the CCIP**. It is the sole responsibility of each Party to these report incidents.

All Builder's Risk accidents must be reported to Walsh Construction Company II, LLC Project Safety Management. All Parties shall cooperate in the investigation of all Builder's claims.

Forms

# Section



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

Aon Form 1	Insurance Cost Worksheet
NOA	Notice of Award (Example Only – completed on-line.)
Aon Form 3	Enrollment Form
Aon Form 4	Payroll Report (Example Only – reported on-line.)
Aon Form 5	Notice of Work Completion (Example Only – reported on-line.)
Exhibit 1	Sample Certificate of Insurance for Enrolled Parties
Exhibit 2	Sample Certificate of Insurance for Excluded Parties

Note: For assistance in completing these forms, please contact: CCIP Administrator – Eric Kalisz Aon Risk Solutions Central, Inc. - Illinois Division 4 Overlook Point Lincolnshire, IL 60069 Construction Wrap-up Group Telephone: 800-364-0495 Ext. 6 E-mail: acs.construction@aon.com

Please show the project name and client number (Walsh UK Health Cancer Center / #----) and then any other information in the subject line when sending emails to acs.construction@aon.com.

Example: Walsh UK Health Cancer Center / #-----/ Marcus Roofing / COI

NOTE: Forms and Certificate of Insurance (COI) can be downloaded directly in AonWrap. Contact Eric Kalisz for assistance with downloading the COI directly in AonWrap.

AO	N Form-1	a	Insur (		on Company II, LLC Cancer Center					
A. Cont	ractor Inform	ation:								
			▼ Business	Information (headquarters)		<ul> <li>Contact Information (address questions to)</li> </ul>				
Company N	Name & dba:	2			3		<i>,</i>			
Address:										
City, State,	, Zip Code:									
Telephone:	:									
Fax: Email Addr										
B. Bid	Information:	of Mork:	2	Bid Package 1						
Р	Description Proposed Contract	-		Are yo	ou Submitting a bid to Wals	h Construction Company II: 5	Yes 🛛 No			
	of Self Performed	-		,	If No, iden	tify to whom: 6				
C. Work	ers' Compen	sation Ir	nsurance Inform	ation for Work Descri	bed Above: (a) (attach a	a separate sheet if necessary)				
а	b		c	d Rate	e	f	g WC Premium			
State	Class Code		Description	(per \$100 payroll)	Man-hours	Payroll	(Payroll * Rate / 100)			
1										
Т	otals				2 3	}	4			
ld	lentify the Amoun	t of Your Cl	laim Retention	;	Your Company's Worker	s' Compensation Experience Modifier:	6			
F	mployers Liability	Rate:	5			Modified Premium (line C4 x C6): Employers Liability Premium:	7			
			on & Discount Prem	ium Factors	11 Rate	12 Amount	•			
	MOD			+ OR	· ]					
	MOD MOD			+ OR + OR	:					
				Total Mod		of all amounts entered in column C12):				
D. Gene	eral Liability:	(a) Ra	ate: 1	2 Based On:		sation Premium (line C7 + C9 + C13): Identify the Amount of Your Claim	14			
2. 00.00				Total Payroll (C3)	Per 100	Retention:				
				Contract Price (B3)	Per 1,000	GL Premium (D2 × D1 ÷ D3):	5			
Exces	ss/Umbr Liab	: <sup>(a)</sup> Ra	ate: 6	7 Based On:	8 Rate factor:					
				<ul> <li>Total Payroll (C3)</li> <li>Contract Price (B3)</li> </ul>	Per 100 Per 1.000	Excess/Umbr Premium				
				Other		(D7 × D6 ÷ D8):	9			
E. Build	ler's Risk/Ins	tallation	Floater: (1) Rat	e: 1 2 Rate	factor 🛛 Per 100	Builder's Risk/Installation Floater	3			
					Per 1,000	Premium ( <b>B3 × E1 ÷ E2</b> ).				
		remiums	s: <sup>(1)</sup> (Enter total pre	mium costs identified on page	e 2)		1			
G. Total			5 4		II Insurance Premiums (To	tal of lines C14 +D5 + D9 + E3 + F1):	1			
0	verhead & Profit	on Insuranc	ce Prem. %:	2 Refer to contract for %	- Total Initial Ins	O/H & Profit Amount (G1 x G2): urance Cost (Total of lines G1 + G3):	4			
						ractor's Initial Insurance Cost Rate:	5			
H. Sign	ature Block :	l verify t	the information prese	nted above and attachments	are correct:					
	Name:		(please print)	Date:						
	Title:		a - F,	Signature						
	on of this form i ctor. Duplicate th			/contract. Complete a sep	arate form for each contra	actor, known subcontractor(s) and tra	des not currently awarded to a			
			e following docun	nents to support your in						
⊠ W	chedule of Valu /orkers' Compe	nsation de	eclaration and rate i	pages ⊠ Umbrella/Exc	lity declaration and rate ess Liability declaration	and rate pages				
⊠ E	xperience Modi	fication wo	orksheet	May need to p	rovide 5 years actual loss	experience and exposure depending	g on claim retention. Check the			
	ter Fals K. P			n sul ance IIdi		DI 000.001.01				
	l to: Eric Kalisz onstruction@ao	n.com				Phone: 800-364-04	90 EXT. 6			

AON	NOA	NOTICE	OF AWARD	Walsh Construction Company II UK Health Cancer Center		
Sponsor Nar	ne					
Client #						
Project Nam	е					
Subcontract						
Contract Typ	e (Selec	t One)	□ Bid			
	,	,	□ Enrolled			
			□ Excluded			
Company Nr	ame					
Company Na Federal ID						
Company Ac	Idross (	Sity State				
Zip Code	uiess, c	ny, State,				
Company Te	lenhone	i				
Contact Nan						
Contact Add		v State Zip				
Code	,	у, е tate, <u>—</u> р				
Contact Tele	phone					
Contact Ema	ail					
Contract #						
Trade						
Work Descri	ption					
COI Require	ments					
Contract (To			\$			
Self-Perform		unt	\$			
Start Date (c	on site)		Click or tap to en	ter a date.		
Estimated C	ompletio	n Date	Click or tap to en	ter a date.		
Comments						
Email to						
Email			ACS.construction@aon.com			
Phone						

AON	Form-3	Τ	ENROLLMENT APP	LICATION	ENROLLMENT APPLICATION						
completing	g this form.	*** N	rkers Compensation and General I IOTICE *** Enrollment is not auton an be found in the Insurance Manu	matic and requir							
A. Contrac	tor Informati	ion:	Federal ID #	# or Soc. Sec. # 1							
Contact Nam Address:	Company Name & dba: Contact Name & Title: Address:										
City, State Zip Telephone:	Code	_									
Fax:		-									
E.mail Address	S.	_									
Indicate your (	Organization's St	ructure	e: 4 Corporation Partnership Joint Venture Sole Proprietor	S-Corporation Other							
B Contrac	t Information		Contract								
	ate Contract Awa			NO							
-	Description of										
Prop	osed Contract P			you Submitting a bid to	o Walsh (	Construction (	Company II: 6	; D	Yes 🗆 No		
	Self Performed W					y to whom					
	8		Actual		9	19			ctual		
St	tart Date:		Estimated	Completion	Date:				stimated		
C. Contact	s: (Complete	if Appl	licable)								
Po	sition		1 Name & Title		2 Phon	e	з Fax		4 Email address		
Pro	oject Mngr:										
Res.	Engineer:										
	Insurance:										
Contra	act Admin:										
	Pavroll:										
	Claims:										
	afety Rep:										
	Location of pa t than Corpora					Phone	<i>е</i> .				
	•		ip Code:			Fax	_				
D. Workers	s Compensat	tion Ir	nsurance Information for Work Descr	ribed Above: (atta	ach a se	parate she	et if necessa	ry)			
a	b		С			d			e		
State	Class Co	le	Description			Man-ho	ours		Payroll		
·				Tota	als 2			3			
					""	···					
	your current	: 017-3	Site Workers Compensation Informa Risk ID Number	•	te you w ng Bure	•		- nivor	sary Rating Date		
		2		3	ly buie	au	4	linvers			
		200 0	<u>5</u>								
	ou <b>r W</b> C Insura sy#: <sup>6</sup>	nce Ca	amer:Effective Da	ite <sup>7</sup>		Expir	ation Date:	8			
· ·	,					510					

AON Form-3	ENROLL	nny II, LLC enter Page 2 of 2						
F. Subcontract Information necessary:	: List all Subcontractor	s that will be working for you	on this project (com	plete the inform	ation in the following table). Use ac	ddilional paper if		
1 Subcontractor	2 Subcontract \$	ct 3 4 5 6 Contact Person Address Address Start Date				Estimated		
	<ul> <li>Enrollment Questions: Answer each question. Use additional paper if necessary.</li> <li>Will you have any off-site location(s) 100% dedicated to this project?  Yes No If yes, please provide address:</li> </ul>							
<sup>3</sup> Please indicate if labo	Please check if: Any aircraft used on this project Any watercraft used on this project Please indicate if labor from the following sources will be used: Employee Leasing Firm Temporary Labor Agency What is your Experience Modification Factor?							
н.		WARRANTY applicat	ble to program in	surance cove	rage			
discounts, or other ac Company II. This ass	discounts, or other adjustments to any Program policy(ies) is assigned, transferred and set over absolutely to <i>Walsh Construction</i> <i>Company II</i> . This assignment applies to the Program policy(ies) as now written or as subsequently modified, rewritten or replaced "Rights of Cancellation for all Program insurance policy(ies) arranged by <i>Walsh Construction Company II</i> are assigned to <i>Walsh Construction</i>							
<sup>2</sup> I will pay the cost of p	premium(s) for non-	Program insurance co	verage, specified	I in the Cont	ract Documents.			
<sup>3</sup> I authorized the relea	I authorized the release of all claim information for all insurance policies under this Program.							
	to notify my insura	nce carrier(s) that I am	enrolling in this	Program.				
		tion are true to the bes		-				
I. Signature Block : I verify Name: Title :	(please print)	esented above and atta Date Signature	: 	rrect:				
Note: Information can b to obtain a user ID a	Note: Information can be submitted or uploaded on-line at <u>www aonwrap aon com.</u> Please contact your Administration Staff to obtain a user ID and Password.							

Email to: Eric Kalisz <u>Acs.construction@aon.com</u> Phone: 800-364-0495 Ext: 6 FORMS

	orm-4	On-Site Payrol Numbers reference	UK Health C	on Company II, LLC Cancer Center Page 1 of 2						
Complete a Separate Form for Each Contract with Walsh Construction Company II, LLC. Your report is due to the Aon Insurance Administrator, identified below, no later than the 10 <sup>th</sup> day of the succeeding month. Complete this report even though no work was performed; enter zero (0) for the Reportable Payroll. Delay in providing this report may result in payments being withheld.										
	A. REPORT IDENTIFICATION Period Beginning: Subcontractor: Under Contract with: Contract #:									
B. ACTIVITY a State	BEPORT Workers' Compensation Class Code		d Man-Hours	e Gross Payroll	f Reportable Payroll *					
	1									
	1	 T	TOTALS: 2	3	4					
• Do not include the work is perfor		vertime wages, use straight time wage ra	tes only. You must also comply with all r	ules set forth by the Workers' Competence	nsation Bureau in the state in which					
C. ADDITION	IAL DATA REQ	UIREMENTS :								
1.										
2.										
3.	3.									
-		verify the information presented abo								
Nam		(please print)								
Tit										
		T PAYROLL REPORT. COMPLETE AN								
		and Password.								

Form-4	On-Site Payroll Report - Form 4	Walsh Construction Company II, LLC UK Health Cancer Center Page 2 of 2						
The Subcontractor and every Subcontractor of any tier performing work at the Project Site for each Contract awarded must complete this form each month. The Subcontractor/Sub-Subcontractor must attach the completed report to their monthly pay request in order to receive interim payment. Subcontractors will be responsible for the submission of this form by their Subcontractors. Aon Risk Solutions can forward a supply of these forms to your company upon request.								
<ul> <li>A. Report Identification</li> <li>Fill in the month and day for the beginning of the period you are reporting on.</li> <li>Fill in the month and day for the ending of the period you are reporting on.</li> <li>Fill in the year that applies to the reporting period.</li> <li>Enter the name of your firm.</li> <li>If you are a Sub-Subcontractor, identify the name of the firm you are contracted to. If you are a Subcontractor enter N/A</li> <li>Provide your Contract Number</li> </ul>								
<ul> <li>B. Activity Report</li> <li>For each Work</li> <li>provide the fold</li> <li>Identify the states</li> <li>Identify the states</li> <li>Provide a br</li> <li>Identify the states</li> <li>Provide the states</li> <li>Determine the overtime pay hours of over</li> <li>Total the Man-list</li> <li>Total the Gross</li> <li>Total the Report</li> </ul>	et ers' Compensation Class Code that applies to work perf lowing information: state in which the work was performed. Workers' Compensation Class Code that applies to the v use a four digit No.) ief description of the work by class code. number of Man-hours worked by your employees for eac Gross Payroll paid to your employees. This should include the Reportable Payroll. Reportable Payroll does not include y (i.e. 45 hours X \$10.00/hr = 450.00 <i>do not include the p</i> <i>ertime</i> ) nours provided on the payroll report. s Payroll provided. rtable Payroll.	work performed during the period. ch applicable class code. ude overtime pay and vacation pay. ude the premium portion of any remium overtime pay of \$5.00 for the 5						
Insurance Manua	c. Additional Data Requirements: If questions are listed in this section of the form, they are unique to this project. Please refer to the Insurance Manual.							
Note: Information	<ul> <li>D. Signature Block: This form must be signed by a representative of your company with the authority to Verify the information is correct.</li> <li>Note: Information must be submitted on-line at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.</li> </ul>							

FORMS

				Walsh Con	struction Company II, L	LC
Form-5	Notice of	Work Completion - For	m5		lealth Cancer Center	
		rs reference attached instructions				Page 1 of 2
A. General Inform	nation					
	Subcontractor:					-
	Under Contract with:	2				-
	Contract #:	3				-
Descri	ption of Work Performed:	4				
	Date Work Completed:	5				_
Date	this Contract Completed:					
B. Work Comple The following Subcontr (Add attachment if mor	actors have completed the	eir Work at the Project Site:				
	a ctor's Name	b Contract Number	Dese	c cription of Work	d Date Completed	i
1						
					2	
Location of your payrol	I records (Receipt of this	form will initiate the payroll a	audit process):			
	2		aaan proceesj.			
Address	1					
City, State, Zip Code:	· · · · · ·					
Contact/Phone #:						
C. Signature Blo	ck					
The undersigned ackn	owledges request for t , we will be working ur	nder our own insurance pro			e for the specified Contract tion Company II, LLC with a	
7						
	1					
SIGNED BY:	Name	& Title			Date	_
	2					
APPROVED BY:		Manager (Name & Title)		Da	ate	<u> </u>

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

FORMS

A	N Form-5	Notice of Work Completion - Form 5 INSTRUCTIONS	Walsh Construction Company II, LLC UK Health Cancer Center Page 2 of 2						
Contra	This form will be completed and returned to the CIP Administrator by the Subcontractor or Sub-Subcontractor whenever work is completed for each Contract or Subcontract. This form will initiate the final payroll audit process for the Subcontractor/Sub-Subcontractor identified in item 1. Final Payments and Release of Retainage will not occur until all payroll work is complete and finalized.								
A. G	eneral Informatio	n							
1	Provide the name	of the Subcontractor completing their work.							
2	Provide the name	of the Entity this Subcontractor has a contract with.							
3	Enter the contract	number for the work being completed.							
4	Provide a brief des	cription of the work being completed.							
5	Provide the Date th	ne Work was completed.							
6	Provide the Date the	ne Contract was completed, if other the work completion date	2.						
B. W	ork Completion								
1a	Enter the name of	each Subcontractor that performed work for you that has als	o completed their work.						
b	Enter Subcontract	ors Contract Number.							
с	Provide a brief des	cription of their work.							
d	Provide the Date the	ney completed their work.							
2	Identify the physical location of where your payroll records are retained. Provide the Address, City, State, Zip Code, Contact Name and Telephone Number of the person responsible for maintaining the payroll information for audit purposes.								
C. Si	gnature Block								
1	This form must be	signed by a representative of your company with the authorit	ty to Verify that the information is correct.						
2	Have this form app	proved by the Construction Manager for the Project Site.							
	Note: Information <u>must be submitted on-line</u> at <u>www.aonwrap.aon.com</u> . Please contact your Administration Staff to obtain a user ID and Password.								

EXHIBIT 1 - Sample Enrolled Certificate of Insurance

ACORD <sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE									DATE (MM/DD/YYYY)		
AFF CO	S CERTIFICATE IS ISSUED AS A M FIRMATIVELY OR NEGATIVELY AN NSTITUTE A CONTRACT BETWEE PORTANT: If the certificate holder i	MEND, E	XTEND	OR ALTER THE CO INSURER(S), AUT	OVERAG	E AFFORDED BY	( THE POLICIES BE FIVE OR PRODUCE	LOW. THIS CERTIF	ICATE OF	INSURANCE D	OES NOT
	pject to the terms and conditions o ieu of such endorsement(s).	f the po	licy, cert	ain policies may r	equire a	n endorsement. A	A statement on this	certificate does not	confer rig	ghts to the certi	ficate holder
PRODUCER					Contact Name:						
Ins	urance Agent's Name & Address	S			Phone (A/C, No E-Mail	o, Ext)		FA (A	X /C, No)		
	5				Address						NAIC #
INS	URED				INSUR		ISURANCE CARRIE	RDING COVERAGE			INAIC #
Contractor or Subcontractor's Name & Address					INSUR	ER B: IN	ISURANCE CARRIE	RNAME			
00			1033		INSUR		NSURANCE CARRI	ER NAME			
					INSUR INSUR						
co	VERAGES C	ERTIFIC		MBER:				REVISION NUM	BER:		
IND CEI	S IS TO CERTIFY THAT THE POLIC ICATED. NOTWITHSTANDING AN RTIFICATE MAY BE ISSUED OR M CLUSIONS AND CONDITIONS OF S	Y REQUI	REMENT	T, TERM OR CONE E INSURANCE AFI	DITION O	F ANY CONTRAC	T OR OTHER DOC	UMENT WITH RESP REIN IS SUBJECT TO	ECT TO V	VHICH THIS	
INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NO.		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIN	MITS	
А	GENERAL LIABILITY							EACHOCCURRENC		\$	
	□ □ CLAIMS MADE			REFER TO				DAMAGE TO RENTE PREMISES (Ea Occu		*	
	□	Y	Y	CONTRACT F	OR			MED EXP (Any one p		\$	
	GEN'L AGGREGATE LIMIT			LIMITS.	REQUIRED			PERSONAL & ADV I GENERAL AGGREG		\$	
	APPLIES PER: □ POLICY ⊠ PRO- □ LOC			For Off-Site C	Dnlv			PRODUCTS - COMP		\$	
	JECT				, in the second s						
А	AUTOMOBILE LIABILITY			For On and Off-	Sito			COMB NED S NGLE (Ea accident)	L MIT	\$2,000,	000
	ALL OWNED AUTOS     SCHEDULED AUTOS	Y	Y	TOF OIL and OIL-	Sile			BOD LY INJURY (Pe		\$	
	H RED AUTOS NON-OWNED AUTOS	-						BOD LY INJURY (Pe PROPERTY DAMAG		\$	
								(Per accident)		\$	
5								EACH OCCURRENC	E	\$	
В	□ UMBRELLA LIAB I OCCUR □ EXCESS LIAB □ CLAIMS-MADE			REFER TO				AGGREGATE		\$	
	DED RETENTION \$			CONTRACT F	-					\$	
				For Off-Site O						\$	
А	WORKERS' COMPENSATION AND EMPLOYER'S LIAB LITY							PER STATUE	OT ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N		Y	For On and Off-	Site			E.L. EACH ACCID	ENT	\$1,000,	000
	(MANDATORY IN NH)				0.10			E.L. DISEASE-EA	EMPLOY	EE \$1,000,	000
	IF YES, DESCR BE UNDER DESCR PTION OF OPERATIONS below							E.L. DISEASE-PO	LICY LIMI	T \$1,000,	000
	OTHER:										
DE	SCRIPTION OF OPERATIONS / LO	CATION	S / VEH	ICLES (ACORD 10	1, Additi	ional Remarks So	hedule, may be us	ed if more space is	required)	RE: Work perf	ormed at the
Wa and Ger app und	Ish Construction Company II, LLC U I any additional entities as Walsh C neral Liability, Automobile and Exc lies only to operations away from derlying policies.	JK Health onstruct ess/Umb	h Cancer tion Com prella Lia	Center Project, The pany II, LLC may bility Policies. Wa	e Univer request f iver of S	sity of Kentucky, i from time to time ubrogation applie sements for the G	ts affiliates and sub are Additional Insu s to all policies. Ge eneral Liability polic	sidiaries and their of reds on a Primary a meral Liability and V	fficers, age nd Non-cc Vorkers' C	ents, trustees an ontributing basis compensation co	d employees s on the overage
CEI	RTIFICATE HOLDER							DESCRIBED POLIC	IES BE CA		RETHE
	Aon Risk Services Central, Inc. Overlook Point					EXPIRATIO THE POLIC		NOTICE WILL BE D			
	incolnshire, IL 60069 ics.construction@aon.com										

EXHIBIT 2-Sample Excluded On/Off-Site Certificate of Insurance

Ą	CORD	CE	RTI	FICATE	OF	LIABIL	ITY INSI	JRANCE		DATE (MM/DE	)/ΥΥΥΥ)	
AFF CON IMP sub	S CERTIFICATE IS ISSUED AS A M IRMATIVELY OR NEGATIVELY AN ISTITUTE A CONTRACT BETWEE ORTANT: If the certificate holder is ect to the terms and conditions o	MEND, E N THE IS is an AD	XTEND	OR ALTER THE C INSURER(S), AUT L INSURED, the p	OVERAGE HORIZED	AFFORDED BY REPRESENTAT must have ADD	THE POLICIES BE IVE OR PRODUCE ITIONAL INSURED	LOW. THIS CERTIF R, AND THE CERTI provision or be en-	FICATE OF IN FICATE HOL dorsed. If SU	ISURANCE D DER. BROGATION	OES NOT	
in II	in lieu of such endorsement(s).											
PRC	DUCER				Name: Phone			E	AX			
Insi	Irance Agent's Name & Address	S			(A/C, No, E E-Mail	Ext)		(A	VC, No)			
	Ū				Address							
											NAIC #	
INS	JRED				INSUREI		SURANCE CARRIE					
Cor	tractor or Subcontractor's Nam	e & Add	fress		INSUREI		SURANCE CARRIE					
					INSURE		NSURANCE CARR					
					INSUREI							
<b>CO</b>	/ERAGES C	ERTIFIC			INCORE	<b>Υ</b> <u></u> .		REVISION NUM	BED			
-	S IS TO CERTIFY THAT THE POLIC		-		W HAVE I	REEN ISSUED T						
IND CEF	CATED. NOTWITHSTANDING AN TIFICATE MAY BE ISSUED OR M LUSIONS AND CONDITIONS OF S	Y REQUI AY PER1	REMENT FAIN, TH	T, TERM OR CONE E INSURANCE AF	DITION OF	ANY CONTRAC Y THE POLICIE	T OR OTHER DOC	UMENT WITH RESP REIN IS SUBJECT T	PECT TO WH	CH THIS		
INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NO.		POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s		
	GENERAL LIAB LITY						(	EACHOCCURRENC		\$		
А	☑ COMMERCIAL GEN. LIAB LITY □ □ CLA MS MADE							DAMAGE TO RENT		\$		
				REFER TO				PREMISES (Ea Occ	urrence)	¢		
	□	Y	Y	CONTRACT F	-			MED EXP (Any one person)		\$	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:			LIMITS. PERSONAL & ADV NJURY GENERAL AGGREGATE				\$				
	□ POLICY			FOR ON AN	D			PRODUCTS - COM		\$		
	JECT			OFF-SITE								
А	AUTOMOBILE LIABILITY							COMB NED S NGLE (Ea accident)	LMIT	\$2,000,0	000	
	□ ALL OWNED AUTOS □ SCHEDULED AUTOS	V	Y	FOR ON AN OFF-SITE				BOD LY INJURY (Pe	er person)	\$		
	<ul> <li>☑ HIRED AUTOS</li> <li>☑ NON-OWNED AUTOS</li> </ul>	Y	Y	OFF-SITE	•			BOD LY INJURY (Pe PROPERTY DAMAG		\$		
	MINON-OWNED A0103							(Per accident)		\$		
										\$		
В	□ UMBRELLA LIAB 🗵 OCCUR			REFER TO				EACH OCCURRENO	CE	\$ \$		
	□ EXCESS LIAB □ CLAIMS-MADE □ DED □ RETENTION \$			CONTRACT F	OR			AGGREGATE		\$		
				REQUIRED LIM	IITS.					\$		
	WORKERS' COMPENSATION							PER	OTH-			
А	AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							STATUE	ER			
	OFFICER/MEMBER EXCLUDED? Y/N		Y	FOR ON AN	1D			E.L. EACH ACCIE		\$1,000,0		
				OFF-SITE				E.L. DISEASE-EA	EMPLOYEE	+ .,,		
	IF YES, DESCR BE UNDER DESCRIPTION OF OPERATIONS							E.L. DISEASE-PC	DLICY LIMIT	\$1,000,0	000	
	below											
	OTHER:											
DES	CRIPTION OF OPERATIONS / LO		S / VFHI	LES (ACORD 10	1. Additio	al Remarks Sc	hedule. may be us	ed if more space is	required) R	E: Work perf	ormed at the	
Wal and Gen	sh Construction Company II, LLC U any additional entities as Walsh C eral Liability, Automobile and Exc cy must be attached. Excess Liabil	JK Health construct ess/Umb	n Cancer tion Com prella Lia	Center Project, Th pany II, LLC may r bility Policies. Wa	e Universi equest fro iver of Sub	ty of Kentucky, i m time to time a	ts affiliates and sub are Additional Insur	sidiaries and their o eds on a Primary a	fficers, agent nd Non-contr	s, trustees an ibuting basis	d employees on the	
CEF						CANCELLA	TION					
561						SHOULD AN	NY OF THE ABOVE	DESCRIBED POLIC				
	on Risk Services Central, Inc.						N DATE THEREOF, Y PROVISIONS.	NOTICE WILL BE D	DELIVERED I	N ACCORDAN	NCE WITH	
	Overlook Point						ED REPRESENTAT	VE				
LincoInshire, IL 60069 <u>acs.construction@aon.com</u>												

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