



Owner Controlled Insurance Program (OCIP)

Effective June 1st, 2023, to June 1st, 2026
Insurance Manual for Contractors

Revised December 2025



Table of Contents

Section 1 : Introduction	1
Section 2 : Directory	2
Section 3 : Program Definitions	3
Section 4 : Program Overview	6
Section 5 : Insurance Coverage	7
<i>OCIP Coverage Provided by the Owner</i>	7
A. Workers' Compensation	7
B. Commercial General Liability and Excess Liability	7
C. Builder's Risk Insurance Master OCIP	8
<i>Insurance Coverage to be Provided by Contractors</i>	10
A. All Contractors (including Sub-Contractors)	10
B. Enrolled Contractors (including Sub-Contractors)	10
C. Excluded Contractors (including Sub-Contractors)	11
Section 6 : Administration of the OCIP	12
A. Prime Contractors	12
B. Sub-Contractors	13
C. Enrollment Verification	13
Section 7 : Safety & Loss Control Program	15
<i>Program Objectives</i>	15
<i>Loss Control Program Requirements</i>	15
<i>Responsibilities and Authority</i>	16
Section 8 : Incident, Injury, and Accident Procedures	18
<i>First Aid Incidents</i>	18
<i>Workers' Compensation Claims (Employee Injuries)</i>	18
<i>General Liability Incidents</i>	18
<i>Serious Incidents</i>	19
<i>Builder's Risk Claims</i>	20
<i>Accident and Incident Investigations</i>	20
<i>Correspondence and Legal Documents</i>	21
Section 9 : Forms	21
<i>OCIP Enrollment Form</i>	22
<i>Notice of Work Completion</i>	24

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

Section 1: Introduction

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

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

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

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Please refer to the PANYNJ Website for the most current OCIP Manual at the following link:

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

Section 2: Directory

OCIP Sponsor

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

Responsibility	Role	Name	Telephone	E-Mail Address
GM Risk Financing	Management	Erika Graham	212 435 5853	egraham@panynj.gov
Principal Program Coordinator	Management	Kim Baum	212 435 5837	kbaum@panynj.gov
Law	Management	Nicole Mikulas	212 435 3424	nmikulas@panynj.gov

Primary OCIP Administrator

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

Responsibility	Role	Name	Telephone	E-Mail Address
Management	OCIP Manager	Dana Swain	631 601 5071	dana.swain@wtwco.com
Claims	Workers Compensation	Ginny Shomo	315 440 4434	virginia.shomo@wtwco.com
Claims	General Liability	Steve Garnham	+44 20 3124 7094	Steve.garnham@wtwco.com
Claims	Builders Risk	Michael Kennedy	212 915 8097	Michael.j.kennedy@wtwco.com
Loss Control	Loss Control Management	Bob Azarian Andy Chattergoon	201 888 4067 917 573 3926	Robert.azarian@wtwco.com Andy.chattergoon@wtwco.com
Enrollments	OCIP Administration	Olga Fiallos Alicia Sledge	212 309 5545 212 309 5558	panynjroll@willistowerswatson.com

Claims Administration

Workers' Compensation: Helmsman Management Services, PO Box 7203, London, KY 40742

Tele-claim Reporting Number: **833-218-0216**.

Role	Name	Telephone	E-Mail Address
WC Team Manager	Jaclyn Gloria	914-606-5213	Jaclyn.Gloria@libertymutual.com
Account Manager	Shannon Cupchak	215-578-7008	Shannon.Cupchak@HelmsmanTPA.com

General Liability: John R. Riddle & Associates, LLC, 125 Half Mile Road, Suite 200, Red Bank, NJ 07701 PANYNJ Loss Reporting Email: PAConstructionClaims@panynj.gov

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

Section 3: Program Definitions

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

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

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

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

Section 4: Program Overview

The OCIP is administered by the PANYNJ 's Treasury Department in conjunction with Willis Towers Watson ('WTW').

The following pages provide a brief explanation of the OCIP insurance coverage, incident reporting requirements, enrollment procedures, and the forms to be completed. This OCIP manual and forms can be found on PANYNJ website under Construction Insurance. See link below:

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

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

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

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

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

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

Section 5: Insurance Coverage

OCIP Coverage Provided by the Owner

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

A. Workers' Compensation

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

1. Workers' Compensation, including Occupational Disease, subject to the laws of New York and New Jersey.
2. Employer's Liability Coverage of:
 - \$2,000,000 Each accident
 - \$2,000,000 Each disease – Each employee
 - \$2,000,000 Each disease – Policy limit

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

B. Commercial General Liability and Excess Liability

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

1. Primary \$5,000,000 Combined Single Limit each occurrence.
2. \$45,000,000 each occurrence in excess of the \$5,000,000 primary limit.
3. Losses insured under the Commercial General Liability and Excess Liability policies may be subject to certain annual or other period aggregation of limits of liability as more fully described in the insurance policies.
4. General Liability and Excess Liability policies include the following coverage and provisions:
 - Bodily Injury and Limited Third Party Property Damage Liability
 - Completed Operations extended for six (6) years from the date of termination of the Insurance Policy or completion of the Contract, whichever comes first. "Completed Operations Liability" means liability for "Bodily Injury" and/or "Property Damage" arising out of the "Insured's" operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the "Bodily Injury" and /or "Property Damage" happens after such operations have been completed or abandoned and happens away from the premises owned by or rented to any

“Insured” (other than those premises owned or operated by the named “Insured”).

- Personal Injury Liability
- Cross Liability in respect to Bodily Injury claims
- Advertising Liability
- Coverage for work within fifty feet (50') of railroad property (the railroad owner(s) will determine the need for additional railroad coverage).

5. Exclusions include, but are not limited to:

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

C. Builder’s Risk Insurance Master OCIP

A policy of Builder’s Risk Insurance applies to all covered OCIP Contracts. The Master OCIP Builder’s Risk Coverage is summarized as follows:

1. Limits: \$50 million per occurrence for all jobsites (as outlined in the Contract documents) combined (subject to a \$50 million annual aggregate for flood and earthquake damage) and a limit of \$10 million per occurrence for materials stored offsite. OCIP Builder’s Risk coverage for materials off site must be approved by WTW to take effect. There is also a limit of \$10 Million per occurrence for materials in transit.
2. Deductible: \$50,000 per occurrence for all losses including earthquake, flood and windstorm, except for \$150,000 for water damage other than flood. The deductible for flood in flood zone A or V is \$1,000,000.

Increased deductibles apply based on project size as outlined below. With respect to each insured project, in the event that more than one deductible applies to insured physical loss or damage from a single occurrence, only the largest of the applicable deductibles will be applied, unless otherwise endorsed.

The contractor is responsible for all losses within the deductibles and losses not covered by Builder’s Risk Insurance.

Policy Deductible

Project Size	Less than \$75,000,000	\$75,000,000 - \$249,999,999	\$250,000,000 - \$499,999,999	\$500,000,000 or greater
Policy Deductible	\$50,000	\$100,000	\$250,000	REFER

Water Damage Deductible

Project Size	Less than \$75,000,000	\$75,000,000 - \$249,999,999	\$250,000,000 - \$499,999,999	\$500,000,000 or greater
Water Damage Deductible	\$150,000	\$250,000	\$500,000	REFER

3. Coverage Includes but is not limited to ; Permanent Works – all materials, supplies, equipment, machinery, and other property of a similar nature all when used or to be used in or incidental to the demolition of existing structures, site preparation, fabrication or assembly, installation or erection or the construction of or alteration, renovation, rehabilitation of the insured project ; Temporary Works – all scaffolding form work, fences, shoring, hoarding, falsework and temporary buildings all incidental to the insured project; and Property of Others for which the insured is legally liable and as more fully described in the Builder’s Risk policy form. Coverage will apply only to the property for which the Port Authority is contractually responsible and for work included in the total project value. This includes materials, supplies, equipment, machinery and other property when used on the insured project.

The Builder’s Risk will not insure against, and contains exclusions as follows for (but not limited to):

- Land values or backfill
- Contractor equipment including tools or machinery that is not designed to become part of the project
- Vehicles, including Rolling Stock, Automobiles and Aircraft
- Water, Timber, Crops or Animals
- Transmission and Distribution Lines, unless part of the Project Itself
- New Bridge and Tunnel contracts except Renovation of Existing Property
- Power Generation Contracts

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

Insurance Coverage to be Provided by Contractors

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

All Contractors (including Sub-Contractors)

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

1. Automobile Liability

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

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

2. Environmental Liability where required by project.

3. Pollution Liability

4. Protection & Indemnity Liability

5. Railroad Protective Liability

B. Enrolled Contractors (including Sub-Contractors)

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

1. Workers' Compensation

2. General Liability

- The coverage to be provided to the additional insureds shall NOT contain any consolidated insurance program, i.e., "wrap-up" program, exclusions that bar coverage in instances where (1) the Subcontractor (as a named insured) is not enrolled in the "wrap-up" program, or (2) where the injury or damage that gives rise to an insurance claim occurs away from a "wrap-up" program jobsite, or (3) the injury or damage that give rise to an insurance claim occurs after the wrap up program has been cancelled, non-renewed or otherwise no longer applies.

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

C. Excluded Contractors (including Sub-Contractors)

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

1. Workers’ Compensation

- Will not provide coverage for any workers' compensation for the Contractor and/or subcontractors who perform any asbestos work. In such cases, the Contractor or subcontractors shall procure and maintain, at their own expense, the workers' compensation insurance in accordance with the requirements of law in the state(s) where the Work will take place, including employer's liability insurance (in limits of not less than \$1 million per occurrence).

2. General Liability

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

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

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

Engineering, construction management or any other Professional Services.

Section 6: Administration of the OCIP

Management

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

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

OCIP Enrollment Process

A. Prime Contractors

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

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

B. Sub-Contractors

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

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

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

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

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

Failing to submit the above items in a timely fashion will result in full OCIP exclusion. The contractor's insurance will be liable for any incidents that occur. The Contractor and Sub-Contractor must receive a confirmation of OCIP enrollment from the Primary OCIP Administrator prior to commencing work.

C. Enrollment Verification

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

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

Payroll Reporting

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

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

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

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

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

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

Workers’ Compensation Experience Modification

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

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

Change Orders

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

Work Completion

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

The form can be found on the PANYNJ’s website:

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

Section 7: Safety & Loss Control Program

The effectiveness of the Safety and Loss Control Program will depend on the active participation and cooperation of all parties involved in construction operations. Experience has confirmed that an effective loss control program reduces accidents/incidents, improves overall project efficiency, -, retains skilled workers and promotes a positive safety culture to both workers and the general public.

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

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

Program Objectives

1. A requirement of this OCIP is a strong commitment to loss control and safety program on the part of all Contractors performing work at the Project site. The program objectives are to:
 - Minimize conditions and actions that could lead to accidents involving the general public, project workers, and damage to property or equipment.
 - Accomplish cost effective construction activities.
2. Each Contractor is responsible for the safety of its employees. Contractors shall ensure that all employees obtain any required training, security credentials (SWAC, TWIC, Rail Safety, Facility Specific Identification cards, etc.) other relevant certifications/licenses PRIOR to performing any work to ensure in compliance with any applicable federal, state, and local safety codes, as well as these OCIP guidelines and/or any other facility or Contract requirements, as they apply.

Loss Control Program Requirements

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

1. All work is to be planned to minimize the potential for injury, property damage, and loss of productive time.
2. A system must be established and maintained, to provide for the prompt detection and timely correction of unsafe conditions and practices as observed and/or reported
 - All serious conditions must be immediately addressed at the time of observation/report.
 - Contractors must respond in writing to any formal safety report generated by either the PANYNJ and/or stakeholder identifying open issues. A formal response must be received as soon as reasonably possible, but no later than 24 hours with copy to PANYNJ Safety, and the Resident Engineer/Engineer in charge.
3. The General Contractor is to ensure a project supervisor participates in weekly safety walkthroughs with either the PANYNJ ASM and/or stakeholder loss control representatives.
4. Prompt investigation and written report (see Loss Report Form in Section 9: Forms) of all accidents/incidents to confirm known facts. Additionally, a documented investigation must also be submitted for any near miss (as defined below) to assist in determination of root cause and support the

initiation of timely remedial measures. A near miss is defined as a potential hazard or incident in which no property was damaged, and no personal injury was sustained, but where, given a slight shift in time or position, damage or injury easily could have occurred. Near misses also may be referred to as close calls, near accidents, or injury-free events. For the sake of a safe work environment, the expectation is that all employees/contractors report and correct any of these potential hazards immediately.

5. Training and educational materials to encourage cooperation and participation by all employees in the safety program. This shall include at least the following:
 - New employee safety orientation to include, but not be limited to, OSHA's Focus 4 (Fall Protection, Struck by Prevention, Caught Between and Electrical) to also include falling object prevention, ladder/scaffolds, PPE and material handling/rigging, as it applies. Orientation to also include verification/documentation of valid required regulatory training and operator/powered equipment qualifications, as well as, required security credentials (SWAC, TWIC, Rail Safety), as applicable.
 - Contractor toolbox safety sessions.
 - Project Supervisor safety meetings.
 - Participation and contractor representation in project bi-weekly progress meetings AND safety meetings, as requested.
 - Additional training as required by the Resident Engineer.
6. Full compliance with all Federal Occupational Safety and Health Standards and any applicable state and local laws.

Responsibilities and Authority

Each Contractor's Project Supervisor shall:

1. Have overall responsibility for all construction, maintenance, and related activities.
2. Regularly monitor all construction activities to ensure compliance with the project H.A.S.P. and must immediately notify the responsible party of any conditions or practices that may cause illness, injury, or damage.
3. Authorize timely action to correct or abate hazardous safety conditions reported or observed.
 - Where imminent danger exists, appropriate action may include immediate suspension of operations in the affected area.
4. Regularly schedule Project safety meetings, which all employees will be required to attend.
5. Cooperate with Resident Engineers and safety engineers, Broker, Third Party Administrators and Insurer Loss Control specialists, and PANYNJ authorized consultants.
6. Provide and enforce the use of personal protective equipment as required under applicable federal Occupational Safety and Health Standards, state, and local laws.
7. Develop and submit to the Resident Engineer a site-specific safety plan for the scope of work to be performed on the Project.
 - The program shall comply with the stated objectives of the safety program and include descriptions of responsibility and authority at all levels of supervision.

8. Ensure that the Project is regularly monitored for potentially hazardous conditions.
 - Immediately notify the responsible Contractor of any conditions/acts that may cause illness, injury, or damage.
9. Require full compliance with all federal Occupational Safety and Health Standards and any applicable state and local laws.
10. Conduct Project surveys to monitor compliance with Safety & Loss Control Program guidelines and the implementation of the Project H.A.S.P by the Contractor.
11. Review accident investigation reports for proposed corrective action and implementation.
12. Coordinate activities of the loss control engineers and consultants as designated by Port Authority's Risk & Insurance Management team.

Section 8: Incident, Injury, and Accident Procedures

First Aid Incidents & Near Misses

All Contractors must make first aid available to their employees working at the Project. Additionally, on Projects where a medical administrator is required, all incidents must be reported to the physician assistant's office. (See relevant OCIP addendum titled Physician's Assistant Procedures). All incidents no matter the severity, must also be immediately reported to PAPD, a PANYNJ Agency Safety Management Representative, and the Resident Engineer. Near misses (as defined in section 7) must also be reported to the PANYNJ Resident Engineer & the PANYNJ Agency Safety Management representative.

Workers' Compensation Claims (Employee Injuries)

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

1. For all injuries that require medical treatment, immediately report the incident to the PANYNJ Police Desk, Resident Engineer (or, in his/her absence, to another PANYNJ representative at the site), a PANYNJ Safety Representative and the senior Project Supervisor.
2. Call Port Authority's OCIP TeleClaim Reporting System to report the accident @ **1-833-218-0216**. Claims should be reported within **24** hours of the incident.
 - You will be asked for the specific "Line Number" assigned to your Contract number associated with the injured worker. Please reference your confirmation of enrollment letter sent via email from WTW.
 - The claim specialist will ask questions regarding the accident and then send you a fully completed Employer's First Report of Injury form. Review and ensure all information is correct. **If any information on the Employer's First Report of Injury form you receive from the TeleClaim Reporting System needs to be corrected, you must advise Helmsman. Refer to Directory for contact.**
3. Complete incident report, sign and forward to the Project's Resident Engineer office and copy PAConstructionClaims@panynj.gov
4. When off-site care is required, the workers must bring return to work notes to the GC and physician assistant on projects where one is available, **PRIOR** to re-commencing work. City MD is the preferred clinic.
5. The Resident Engineering Office will then distribute pertinent information to an expanded distribution including relevant stakeholders via a Preliminary Incident Notification (PIN) process.

General Liability Incidents

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

- One copy emailed to the PANYNJ Resident Engineers Office.
3. When damage occurs to the property of others, the PANYNJ Police and Project Resident Engineer should be notified immediately.
 4. The Resident Engineering Office will then distribute pertinent information to an expanded distribution including relevant stakeholders via a Preliminary Incident Notification (PIN) process.
 - All repair work and subsequent invoicing must be approved by the Resident Engineer and be compliant with provisions found in the PANYNJ Contract.
 - Those materials, along with the completed Loss Report Form (see Section 9: Forms) should be forwarded to WTW immediately so that an Insurer's representative can schedule an inspection of the damage before repairs are begun. *See e-mail address in Item 2 above.*
 - Copies should also be sent to the PANYNJ to the attention of OCIP Claims. *See address in Item 2 above.*
 4. Any incident which affects the public or which could potentially lead to allegations of bodily injury, personal injury, or damage to property of third parties (e.g. pedestrians, general public) must be reported. This includes, but is not limited to:
 - Damage to property outside of the Project Site
 - Any incident affecting a third party
 - Any object falling off a building or bridge
 - Damage to the property itself
 - Damage due to pollutants

Serious Incidents

1. In the event of, or potential for, a serious incident, immediately notify:
 - PANYNJ Police Desk
 - Project Resident Engineer
 - PANYNJ Agency Safety Management (ASM) Representative
 - WTW Safety & Loss Control Representative (refer to directory)
 - WTW Claims at 212-915-8664
2. Serious Incidents include, but are not limited to:
 - An incident involving the general public.
 - Any fatality.
 - Any incident that involves an amputation or potential loss of use of a limb or body part.

- Incidents that might result in the loss of bodily functions, senses, or abilities.
- Head injuries resulting in unconsciousness.
- Falls from any height.
- Major property damage, including collapse, explosion, or fire.
- Utility disruption, causing interruption to facility operations.
- Impairment to facility fire protection systems.
- Any incident resulting in injury to two or more workers or individuals.

Builder's Risk Claims

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

1. The PANYNJ Police Desk
2. The Resident Engineer
3. The Project Supervisor
4. WTW – refer to Directory
5. PANYNJ – refer to Directory – *Attn: Nicole Mikulas*

The Resident Engineering Office will then distribute pertinent information to an expanded distribution including relevant stakeholders via a Preliminary Incident Notification (PIN) process.

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

Accident and Incident Investigations

Contractors are required to assist and cooperate with a PANYNJ Agency Safety Management Representative and PANYNJ representatives regarding all accident and incident investigations and, when necessary, assist in attaining:

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

Correspondence and Legal Documents

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

Section 9: Forms

You can find the following forms on PANYNJ website under Construction Insurance:

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

- OCIP Enrollment Form
- Notice of Work Completion
- Loss Report Form (English & Spanish)

OCIP Enrollment Information



This complete form is required for enrollment in to the OCIP or for exclusion. Enrollment is not confirmed until you receive an OCIP Certificate of Insurance. Exclusion is not confirmed until you receive an OCIP confirmation of exclusion letter.

Section I - Company Information

Job Site: _____

Facility: _____

Company Name: (Legal Entity) _____

Subcontracting for: _____

Street Address: (No P.O. Box) _____ City, State, Zip: _____

Federal ID #: _____ Company Phone: _____

Paperwork Contact: _____ Email: _____ Phone: _____

Project Manager Contact: _____ Email: _____ Phone: _____

Business Type: Corporation S Corp Sole Prop Partnership LLC or LLP

Will you be using a professional employment (PEO), temporary, or leased employees? Yes No

Will this contract involve work in proximity to navigable waters, railroads, or air side exposures? If yes, check all that apply
 Navigable Waters (USL&H) Railroads Air Side

Section II - Contact Information (for information in table below, attach additional sheet if necessary)

Contract Number: _____ INCAP Number: _____
Start Date: _____ Estimated End Date: _____
Contract Value (CV): _____ Self Performed CV: _____
State(s): _____
Work Description: _____

Below estimates only apply to on-site work

Workers' Comp Class Code	Workers Compensation Trade Description	Estimated Work Hours	Estimated Unburdened Payroll ¹	Estimated Limited Payroll (NY Only) ²

¹ "Unburdened Payroll" all onsite hours (including overtime hours) reported at regular time rates.
² "Limited Payroll" is NY Stat capped payroll by worker and week, according to state district where the work is performed.

Experience Modification Rating Effective Date: _____ Experience Modification: _____

Section III - Sub-Contact Information (for information in table below, attach additional sheet if necessary)

Subcontractor Name	Contact	Phone	E-mail	Contract Value

Section IV - Insurance Agent/Broker Information

Agency Name: _____
Contact: _____
Contact E-mail: _____ Primary Phone: _____

Section V

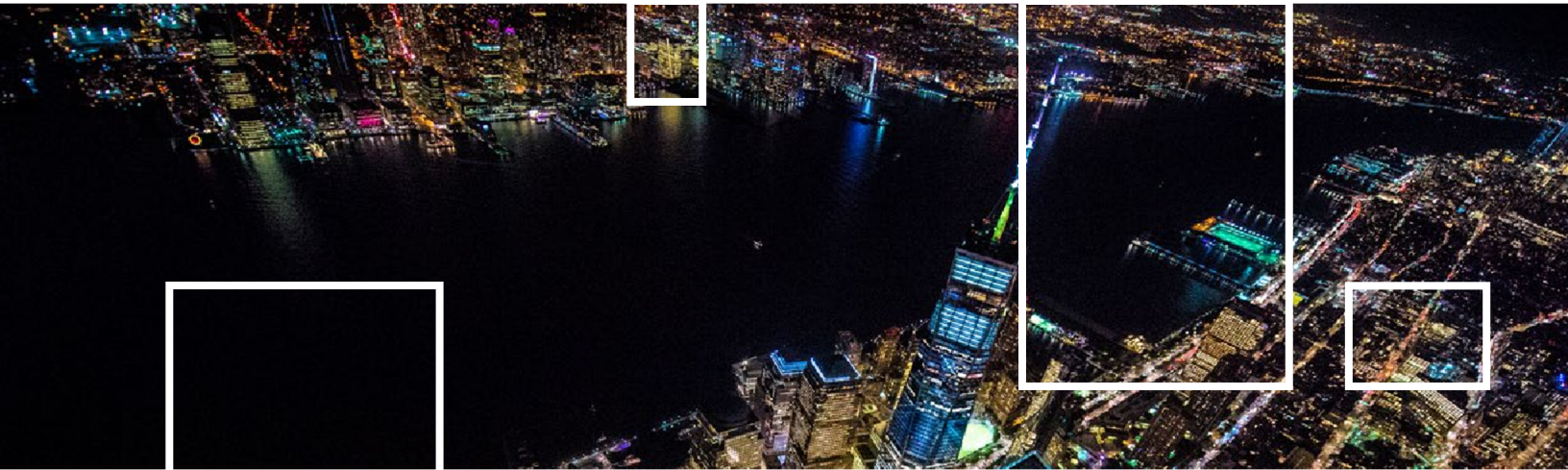
The undersigned, under its Contract for work on projects of The Port Authority of NY & NJ "PANYNJ", its subsidiaries, and/ or its affiliated companies, in consideration of agreement of the PANYNJ to arrange insurance as provided in the Contract and for other goods and valuables consideration, hereby assigns to the PANYN all return premiums, premium refunds, dividends, and any monies due or to become due to the undersigned in connection with said insurance as procured by the PANYNJ and referred to in said Contract.

Signature: _____
Name: _____ Date: _____

Port Authority of NY & NJ OCIP Administration
+1 212 309 5545 PANYNJEnroll@willistowerswatson.com



Notice of Work Completion



Section I

Facility/Site: _____

Company Name: _____ Contact Name: _____

Work Description: _____ Contact Phone: _____

Contract #: _____ Line#: _____

E-Mail: _____ Start Date: _____

Hiring Contractor: _____ Completion Date: _____

Section II

Original Contract Value: _____ Total Unburdened Payroll: _____

Change Order Amount(s): _____ Total Limited Payroll _____

Final Contract Amount _____ (NY Only): _____

(including any sub-tier contracts): _____ Total Payroll Hours: _____

Final Self-Performed Contract Amount _____
(less sub-tier contracts): _____

Above Contractor's Sign-Off:

We hereby verify that all contract work (including the work of subcontractors) has been completed and all payrolls have been submitted.

Contractor's Signature: _____ Date: _____

Print Name: _____ Hiring Contractor Company Name: _____

To be submitted to general (prime) contractor for completion

General Contractor's Signature: _____ Date: _____

Print Name: _____ General Contractor Company Name: _____

About WTW

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



Loss Report Form

Section I - Contractor Information

Name of Contractor: _____ Contact Person: _____
Address: _____
Phone Number: _____ Contract Number: _____

Section II - Description of Incident

Date of Incident: _____ Time: _____

Exact Location of Incident: (Attach diagram if possible) _____

Description: (in detail) _____

Section III - Injuries

Claimant Name: _____ Age: _____
Address: _____ Home Phone: _____
Employer: _____ Business Phone: _____
Occupation: _____ Injury: _____

Where was the injured taken after injury: _____

Injured written statement: _____

I _____, hereby certify that the statements and information in this loss form are true and correct to the best of my knowledge and belief.

Signature: _____ Date: _____

Section IV - Damage to Property (of others)

What was damaged?: _____

Owner's Name: _____ Contact (if different): _____

Address: _____ Phone: _____

I _____, hereby certify that the statements and information in this loss form are true and correct to the best of my knowledge and belief.

Signature: _____ Date: _____

Section V - Witness Information

Witness Name: _____

Address: _____ Phone: _____

Section VI - Verification (Required)

Print Name: _____ Phone: _____

Signature: _____ Date: _____

Email Loss Report Form to:
PaConstructionClaims@panynj.gov



Informe de Daños a la Propiedad y Lesiones

Sección 1 - Información del Contratista

Nombre del contratista: _____ Persona de contacto: _____
Dirección física: _____
Teléfono: _____ Número del contrato: _____

Sección 2 - Descripción del Incidente

Fecha del Incidente: _____ Hora: _____

Lugar exacto donde ocurrió el incidente y dirección física: (si es posible, adjunte diagrama) _____

Describe: (en detalles) _____

Sección 3 - Lesiones

Nombre de lesionado: _____ Edad: _____
Dirección física: _____ Teléfono personal: _____
Empleador: _____ Teléfono de negocio: _____
Ocupación: _____ Lesión: _____

¿Donde fue el lesionado después de incidente?: _____

Declaración del lesionado por escrito: _____

Yo _____, aquí certifico que las declaraciones e información en este informe de lesión
(Nombre)
son verdaderas y correctas a mi mejor entendimiento.

Firma: _____ Fecha: _____

Sección 4 - Daños a la propiedad

¿Cuál es el daño a la propiedad?: _____

Nombre del dueño de la propiedad: _____ Persona de contacto (si es diferente al dueño): _____
Dirección física: _____ Teléfono: _____

Yo _____, aquí certifico que las declaraciones e información en este informe de daños
(Nombre)
a la propiedad son verdaderos y correctos a mi mejor entendimiento.

Firma: _____ Fecha: _____

Sección 5 - Información del testigo

Nombre del testigo: _____
Dirección física: _____ Teléfono: _____

Sección 6 - Verificación

Nombre: _____ Teléfono: _____
Firma: _____ Fecha: _____