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SPALLATION NEUTRON SOURCE PROJECT

CMCIP Insurance Procedures Manual

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INTRODUCTION

This document identifies, defines, and assigns responsibilities related to the administration of the Construction Manager Coordinated Insurance Program (CMCIP) for the Spallation Neutron Source (SNS) Construction Project of the Oak Ridge National Laboratory, Oak Ridge, Tennessee.

This document:

- Describes the CMCIP and details the insurance-related responsibilities of the various parties involved.
- Provides a basic understanding of the CMCIP structure and operation, with an overview of coverage provided by the CMCIP and guidelines for carrying out specific administrative and audit procedures.
- Provides answers to questions that are likely to arise during the course of the project. Because it is impossible to anticipate every question or situation that may arise, the directory lists those involved in the administration of the CMCIP and their areas of expertise. Please feel free to call with any questions.
- Will be updated as changes dictate during the course of this project.
- ***Does not and is not intended to provide coverage interpretations. The terms and conditions of the policies alone govern how coverage is applied***.

ADMINISTRATION DIRECTORY

CMCIP Sponsor:

Construction Manager:
Knight Jacobs Joint Venture
701 Scarboro Road
Oak Ridge, TN 37830

Phone #: 865-241-9433
Fax #: 865-241-3400

CMCIP CM Administrator:

CMCIP Manager:	Don MacCormack	817-271-3455	don.maccormack@crssc.com
CMCIP CM Administrator:	Danny Hopper	865-241-9425	hopperdt@ornl.gov
CMCIP Regional Safety Manager:	John Kyle	703-623-7611	john.kyle@jacobs.com
CMCIP Specialist:	Joe Barton	360-607-7151	joebartn@aol.com

CMCIP Insurance Administrator:

Willis Construction
120 S. Central Ave., Suite 600
St. Louis, MO 63105

Toll Free: 877-840-5545

Program Executive:	Tom Spencer	314-889-1851	spencer_ct@willis.com
Program Manager:	Pat Reilly	314-854-0248	reilly_pw@willis.com
Program Coordinator:	Ann Kroeger	314-889-1861	kroeger_an@willis.com
Claims Manager:	Shirley Morgan	423-588-8101	morgan_sa@willis.com
Safety Consultant:	Sherwood Kelly	615-872-3451	kelly_vs@willis.com

Insurance Carriers:
Travelers Insurance Company..... Workers Compensation and General Liability
Agricultural Insurance Company (Great American). Umbrella Liability
CNA ..... Builders Risk

Workers Compensation Claims Adjuster:
Travelers Insurance Company
Don Lao – Supervisor
The Horizon Center
9020 Overlook Blvd.
Brentwood, TN 37027
(615) 372-7822
(615) 372-7800 – Fax

General Liability Claims Adjuster
Travelers Insurance Company
Lance Cavett
4400 North point Parkway
Alpharetta, GA 30022
(770) 521-3335
(770) 521-3200 – Fax

Builders Risk Claims Adjuster
CNA
Bill Bryant
16N CNA Plaza
Chicago, IL 60085
(877) 261-6676
(877) 566-2728 – Fax

Claims Reporting Number: 800-832-7839
Please reference Knight Jacobs Joint Venture when reporting a claim.

PROGRAM DEFINITIONS

Construction Manager Coordinated Insurance Program (CMCIP):	The Program under which Workers' Compensation, Employer's Liability, Commercial General Liability, Excess Liability and Builder's Risk are procured or provided on a project "wrap-up" basis for contractor/subcontractor(s) of any tier, who have been properly enrolled, while performing operations at the Project Site.
Insured:	Knight Jacobs (CM), contractors and subcontractors of any tier who are enrolled in the CMCIP and who have been named in a policy, certificate of insurance, or advice of insurance signed by a duly authorized representative of the Insurers.
Insurer:	Travelers Indemnity Company - Workers' Compensation and General Liability Agricultural Insurance Company (Great American) – Umbrella Continental Casualty Insurance Company (CNA) – Builder's Risk
Construction Manager	Knight Jacobs The firm contracted to the Owner to manage the construction of the Project.
CMCIP CM Administrator	Knight Jacobs The portion of the CM Team responsible for the Manager of the Construction Manager Coordinated Insurance Program
CMCIP Insurance Administrator:	Willis Construction The firm responsible for the brokering and administration of the Construction Manager Coordinated Insurance Program. The administration team is a joint effort consisting of personnel from Willis Corporation's St. Louis & Knoxville offices.
Contractor or Subcontractor:	The firm that has entered into a Contract Agreement with either the CM or their Contractor to perform Work at the Project Site.
Project Site:	Those project sites is that certain location(s) described in the Contract Agreement and designated by CM. The project site includes operations necessary or incidental thereto, providing such necessary or incidental operations shall not include operations at the insured's regularly established workplace, plant, factory, office, shop, warehouse, yard or other property even if such operations are for fabrications of materials to be used at the job site.

On-Site Activities:	Those activities at the Project Site or emanating therefrom such as adjacent sidewalks, streets and contiguous areas. The CMCIP does not provide insurance coverage for permanent yards or other locations of any contractor/subcontractor, except as specifically requested by contractor and approved by the CM. **The CMCIP does not cover consultants, suppliers, vendors, materials dealers, guard services, janitorial services, truckers (including trucking to the project where delivery is the only scope of work performed for enrolled CMCIP participants), and other temporary project services.**
Owner:	The DOE, SNS an Associate Laboratory of ORNL and UT Battelle, LLC
Work:	The physical operations to be performed on the Project at the Project Site.
Certificate of Insurance:	Written evidence of the existence of coverage terms of a particular insurance policy.

INSURANCE

The Construction Manager has elected to implement, on behalf of the Owner, a Construction Manager Coordinated Insurance Program (CMCIP) that will provide Workers' Compensation, Employer's Liability, General Liability, Excess Liability and Builder's Risk for all eligible contractors and subcontractors of every tier providing direct labor to the SNS construction project. The Construction Manager (CM) will pay all premiums associated with the CMCIP including deductibles or self-insured retention subject to adjustment of the Contract Sum as provided in the Contractors Insurance Cost Identification Section below, unless otherwise stated in the contract documents.

While the CMCIP is intended to provide broad coverages and high limits, the CMCIP is not intended to meet all the insurance needs of a contractor/subcontractor. ***The CMCIP does not provide coverage for Automobile Liability, Equipment Floaters or performance bonds.*** We recommend that each contractor and subcontractor discuss the CMCIP with their insurance agent or consultant to assure that other proper coverages are maintained.

The conditions shown are applicable for all contractors and subcontractor's of all tiers working on the SNS construction project:

Applicability of the CMCIP

Eligible contractors include all contractors providing direct labor on the Project site. Temporary labor services and leasing companies are considered eligible contractors.

The following types of Contractors (hereinafter called "ineligible contractors") shall not be eligible for coverage in the CMCIP: Consultants, suppliers, vendors, material dealers, guard services, janitorial services, truckers (including trucking to the Project where delivery is the only scope work performed), and other temporary project services. Ineligible contractors shall be required to maintain their own insurance of the types and with the limits set forth herein, at their own expense, and shall promptly furnish SNS, or their designated representative, certificates of insurance giving evidence that all required insurance is in force.

Contractors Insurance Cost Identification

Contractor Insurance Cost

Contractors shall identify all costs associated with the cost of insurance for all Work including, but not limited to, insurance premiums, and expected losses within any retention or deductible program, using the SNS Form I (Insurance Information Form), a copy of which is incorporated herein. By completing and submitting SNS Form I, including supporting documents that may be required (copy of their policy(ies), declaration page(s) and premium rate page(s)) to the CM, contractor warrants that all costs for insurance as described in this paragraph have been correctly identified. Coverage and limit requirements for purposes of calculation of the insurance cost are as follows:

(1) Workers' Compensation and Employer's Liability Insurance:

WORKERS' COMPENSATION INSURANCE STATUTORY BENEFITS as provided by state statute; and EMPLOYER'S LIABILITY LIMITS:

(a)	$500,000	Bodily Injury with Accident - Each Accident;
(b)	$500,000	Bodily Injury by Disease - Policy Limit
(c)	$500,000	Bodily Injury by Disease - Each Employee

(2) Commercial General Liability Insurance:

(a)	$	1,000,000	Bodily Injury and Property Damage for each occurrence
(b)	$	1,000,000	Products/Completed Operations Aggregate
(c)	$	2,000,000	General Aggregate
(d)	$	1,000,000	Personal and Advertising Injury
(e)	$	50,000	Fire Damage
(f)	$	5,000	Medical Expense

Coverages shall include but not limited to the following supplementary coverages:

(i) Contractual Liability to cover liability assumed under the agreement;
(ii) Product and Completed Operations Liability insurance
(iii) Broad Form Property Damage Liability Insurance
(iv) Explosion, collapse and underground hazards (deletion of the X,C,U exclusions) if such exposure exists;
(v) Independent Contractors;
(vi) Such policy shall include all of the coverages which may be included in coverages A, B and C contained in the Standard Tennessee Form Commercial General Liability Policy, without deletion. Such policy must be issued upon an "occurrence" basis, as distinguished from a "claims made" basis.

(3) Excess Liability Insurance:

(a) Limits of Liability:

Contract Size	Minimum Limit Required (Per Occurrence/Aggregate)
Up to $2,499,999	$ 1,000,000
$2,500,000 - $4,999,999	$ 2,000,000
$5,000,000 - $7,499,999	$ 3,000,000
$7,500,000 and over	$ 4,000,000

(b) Coverages and Terms:

(i) Occurrence Policies
(ii) Excess of General Liability
(iii) Excess of Employer's Liability
(iv) Completed Operations

(4) Builder's Risk Insurance

"All Risk" Builder's Risk insurance covering the entire Work at the Project site for the full insurable value of the Work, including transit thereto and including materials stored off-site and destined to become a part of the Work. Such insurance shall be for the term of construction. No deductible shall exceed $5,000.

Subcontractor Insurance Cost:

Contractor shall require its subcontractors to identify all costs associated with the cost of insurance for all subcontracted work, including but not limited to insurance premiums, expected losses within any retention or deductible program, using the SNS Form II (Insurance Information Form). By completing and submitting SNS Form II, including supporting the general documents (copy of their policy(ies), declaration page(s) and premium rate page(s)) to the CM, the contractor and its subcontractor(s) agree that all costs for subcontractor insurance as described in this paragraph have been correctly identified. For the purpose of calculating subcontractor insurance costs, the contractor shall cause the subcontractor to base its costs on the following limits and terms:

(1) Workers' Compensation and Employer's Liability Insurance:

WORKERS' COMPENSATION INSURANCE STATUTORY BENEFITS as provided by state statute; and EMPLOYER'S LIABILITY LIMITS:

(a)	$500,000	Bodily Injury by Accident -Each Accident;
(b)	$500,000	Bodily Injury by Disease - Policy Limit
(c)	$500,000	Bodily Injury by Disease - Each Employee

(2) Commercial General Liability Insurance:

(a)	$1,000,000	Bodily Injury and Property Damage for each occurrence
(b)	$1,000,000	Products/Completed Operations Aggregate
(c)	$2,000,000	General Aggregate
(d)	$1,000,000	Personal and Advertising Injury

Transfer of Insurance Cost Into the CMCIP

Contractor acknowledges and agrees that the insurance cost identified on SNS Form I, is an initial estimate only. The final insurance cost will be subject to review and audit of actual insurance policy(ies), rate information, actual payrolls and revenues for the initial award plus any additive change order. The original Contract Sum will be based on the total estimated cost of the Work, including insurance costs. During the term of Agreement, including extensions thereof, the Owner and CM shall have the right to recover all costs for insurance as described above, that are in excess of those initially identified by the contractor and through subsequent deductive change orders.

Contractors of every tier shall complete and submit the SNS Form II to the CM and the CMCIP Insurance Administrator. The CM and the CMCIP Insurance Administrator reserves the right to require a copy of the declaration page(s) and premium rate page(s) for each policy. The contractor shall provide all necessary information to determine the accuracy of each contractor's cost of insurance as identified on the SNS Form II.

Change Order Pricing

The contractor shall price, and shall require that all enrolled subcontractors, price change order pricing equal to include the cost of providing insurance as specified above, and shall identify the amount of insurance contained in the change order proposal using SNS Form I or II, a copy of which is attached hereto and incorporated herein. The CM will have the right to recover these additional costs through deductive change orders.

Contractor's Responsibility for its Subcontractors.

The Contractor shall require each of its subcontractors to identify the cost for the coverage associated with the Work performed for or on behalf of the contractor using the methods and documents described herein. It shall be the contractor's responsibility to submit to the CM and it's designated representative, changes to the cost of the subcontractor's insurance resulting from any adjustments to its program. The contractor shall include all of the provisions of this section in every subcontract so that such provisions will be binding upon each of its subcontractors.

Audit and Recovery of the Contractor and/or subcontractor "Insurance Cost"

For insurance purposes, the contractor agrees, and shall require all tiers of subcontractors to agree, to keep and maintain accurate and classified record of their payroll for operation at the project site. The contractor further agrees, and will require all tiers of Subcontractors to agree, to furnish to the CM and CMCIP Insurance Administrator, full and accurate payroll data and information in accordance with the requirements of the Insurance Manual for Construction Manager Coordinated Insurance Program which is incorporated herein by this reference. Contractors of all tiers shall permit CM and its representative to examine and/or audit its books and records. The contractor shall also provide any additional information to the CM or its appointed representatives as may be required. During the term of the Agreement, including all extensions thereof, the CM shall have the right to reduce the Contract Sum to reflect the cost of the contractor's insurance costs.

SNS-CMCIP Provided Coverages

Knight Jacobs, at their sole expense, has implemented a Construction Manager Coordinated Insurance Program (CMCIP) to furnish certain insurance coverages with respect to on-site activities. The CMCIP will be for the benefit of the owner and its contractors of all tiers (unless specifically excluded) who have on-site employees. Such coverage applies only to work performed under the Agreement at the Project Site. Approved contractors must provide their own insurance for off-site activities.

The CMCIP General Liability, Excess Liability, and Builder's Risk policies are available for review by the contractor upon request to the CM. The terms of such policies or programs, as such policies or programs may be from time to time amended, are incorporated herein by reference. The contractor hereby agrees to be bound by the terms of coverage as contained in such insurance policies and/or self-insurance programs.

Through a combination of insured and self-insured insurance programs the CM, will provide and maintain in force the types of insurance listed in subparagraphs (1) through (4) below as a part of the CMCIP for all approved contractors. Contractors enrolled in the CMCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the CMCIP.

(1) Workers' Compensation and Employer's Liability Insurance will be provided in accordance with applicable state laws. Each contractor and subcontractors of all tiers, will receive their own Workers' Compensation Policy. Limits of Liability and coverages will be as follows:

(a) Workers' Compensation – Applicable State Statutory Benefits

(b) Employer's Liability

(i) $1,000,000 Bodily Injury each Accident
(ii) $1,000,000 Bodily Injury by Disease – Policy Limit
(iii) $1,000,000 Bodily Injury by Disease – Each Employee

(2) Commercial General Liability Insurance will be provided on an "occurrence" form under a master liability policy. Certificates of insurance will be provided to the contractor and all tiers of Subcontractors reflecting the following Limits of Liability, Coverages, and Terms

(a) Limit of Liability:

(i)	$2,000,000	Bodily Injury and Property Damage Liability Each Occurrence
(ii)	$4,000,000	General Aggregate Reinstated Annually
(iii)	$4,000,000	Products and Completed Operations

Contractor (and all tiers of subcontractor) shall be responsible for the first $5,000 of each and every loss resulting from fault of said contractor with respect to the General Liability coverage.

(3) Excess Liability Insurance will be provided under a master liability policy for all insureds. Certificates of insurance will be provided to the contractor and all tiers of Subcontractors reflecting the Limits of Liability, Coverages, and Terms as follows:

(a) Limits of Liability:

(i)	$50,000,000	Any one occurrence and annual general aggregate; and
(ii)	$50,000,000	Annual aggregate products and completed operations.

(b) Coverages and Terms:

(i) Excess of General Liability
(ii) Excess of Employer's Liability
(iii) Completed Operations (Five Year Term)

(4) Builder's Risk Insurance provides "All-Risk" coverage on a replacement cost basis.

This insurance will include the interests of the Owner and the CM; all contractors and all tiers of subcontractors in the Work. The Builder's Risk will not provide coverage against loss by theft or disappearance of any materials (unless the materials are to be incorporated into the Project), tools, or equipment of the contractor or any tier of Subcontractor, or any other person furnishing labor or materials for the Work and contractor agrees to indemnify, defend, and hold the Owner, the CM and its officers, agents, and employees harmless from any such loss, theft, or disappearance.

Contractor (and all tiers of subcontractor) shall be responsible for the first $5,000 of each and every loss resulting from fault of said contractor with respect to the Builder's Risk coverage.

Certificates and Policies

All CMCIP insurance coverages specified in above shall be written by approved insurance companies. The CM through the CMCIP Insurance Administrator, shall provide all contractor(s) with certificates of insurance evidencing the coverages specified above.

Each enrolled contractor will receive their own Workers Compensation policy. The General Liability Policy and Excess Policies are project policies and will be issued as such. The Builders Risk policy will be kept on file with the CMCIP Administrators Office.

Termination/Modification of the CMCIP

The CM reserves the right to terminate or to modify the CMCIP or any portion thereof. To exercise this right, the CM shall provide thirty (30) days advance written notice of termination or material modification to all contractor(s) covered by the CMCIP. In such event, the contractor shall promptly obtain appropriate replacement insurance coverage acceptable to the CM. Written evidence of such insurance shall be provided to the CM prior to the effective date of the termination or modification of the CMCIP coverages. The reasonable cost of such replacement insurance will be reimbursed by Change Order to contractor.

SPECIAL NOTE:

Any contractor who has otherwise substantially completed their work at the Project Site and whose insurance as provided by the CMCIP has been terminated, who subsequently returns to the site to perform warranty or punch list type work, will do so under its own insurance coverages and not under those provided by the CMCIP. Evidence of this insurance coverage shall be provided to the CM before the contractor will be allowed to perform sure warranted or punch list type work.

Contractor Responsibilities

Contractor shall cooperate with the CM and the CMCIP Insurance Administrator in the administration and operation of the CMCIP. Contractor's responsibilities shall include, but not be limited to:

(1) Compliance with this CMCIP Insurance Manual, the SNS ES&H Program, the CM Project Manual and Claims Procedures, as outlined in the respective manuals setting forth the administrative procedures required of the contractors;

(2) Identify the cost of insurance in bids. Prompt provision of necessary contract, operations and insurance information;

(3) Enroll in the CMCIP and immediately notifying the CM of all subcontractors for the Project on SNS Form I and II. Include CMCIP provisions in all subcontracts and furnish all new subcontractors the material listed in (1) above;

(4) Maintaining and reporting monthly payroll records as part of the Payment Application and maintenance of other records as necessary for premium computation;

(5) Cooperation with the CM, any issuing insurance company or CMCIP Insurance Administrator with respect to requests for claims, payroll or other information required under the CMCIP program;

(6) Immediately notifying the CM and the CMCIP Insurance Administrator that any provided coverages have been cancelled, materially changed, or not been renewed; and,

(7) Completion of the following administrative forms within the time frames specified:

(a) **Insurance Information Form**; SNS Form I or II - Prior to starting work on site

(b) **CMCIP Monthly Payroll Reporting Form**, SNS Form III – submitted with the Payment application.; and

(c) Failure to follow the procedures outlined in this Manual may result in fines being assessed by the Tennessee Workers' Compensation Commission against the contractor. The CM shall deduct from monies due or to become due under the provisions of the Agreement, the amount of any applicable fines that are assessed against the contractor.

Assignment of Return Premiums.

The CM will be responsible for the payment of all premiums associated solely with the CMCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the CMCIP. In consideration of the CM's provision of said coverages under the CMCIP program, the contractor and Subcontractor agree to:

(1) Identify all applicable insurance costs in their contract price; and cooperate with the CMCIP Administrator in the confirmation of the contractor's insurance cost.

(2) Irrevocably assign to and for the benefit of the Owner and the CM, all return premiums, premium refunds, premium discounts, dividends, retentions, credits, and any other monies in connection with the CMCIP insurance. Contractor agrees to evidence such assignment by executing and delivering to the CM the SNS Form I. Contractor further agrees to require each subcontractor to execute the assignment on SNS Form II, for the benefit of the CMKnight Jacobs.

Contractor-Provided Coverages

For any work under the Agreement, and until substantial completion and final acceptance of the Work, all eligible contractors/subcontractors, at their own expense, shall promptly furnish to the CM and the CMCIP Insurance Administrator, certificates of insurance giving evidence that the coverages set forth are in force. The Project site shall be identified on the certificate, and Knight Jacobs and its directors, officers, representatives, agents and employees shall be named as additional insureds, ATIMA (As Their Interest May Appear) on the Commercial General Liability Policy and Automobile Policy:

(1) Automobile Liability Insurance:

(a) Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of the contractor,

(b) Minimum Combined Single Limit shall not be less than $1,000,000 per occurrence

(c) Owner, the CM and its directors, officers, representatives, agents and employees shall be endorsed as additional insureds, ATIMA (As Their Interest May Appear).

(2) **(Off-site Activities)** Workers' Compensation and Employer's Liability Insurance:

Statutory Limits with All States Endorsement and minimum Employer's Liability Limits will be provided as follows:

(a) $500,000 Bodily Injury each Accident - Each Accident;
(b) $500,000 Bodily Injury by Disease - Policy Limit
(c) $500,000 Bodily Injury by Disease - Each Employee; and
(d) The policy will be endorsed to exclude Knight Jacobs Project Site

(3) **(Off-Site Activities)** Commercial General Liability Insurance:

(a) $1,000,000 Bodily Injury and Property Damage Limit for each occurrence
(b) $1,000,000 Products/Completed Operations Aggregate
(c) $2,000,000 General Aggregate
(d) $1,000,000 Personal and Advertising Injury
(e) $ 50,000 Fire Damage
(f) $ 5,000 Medical Expense

Coverage shall include the following:

(i) Occurrence Basis;
(ii) Premises operations;
(iii) Contractual Liability;
(iv) Products/Completed Operations;
(v) Broad Form Property Damage; and
(vi) Independent Contractors
(vii) The policy will be endorsed to exclude Knight Jacobs Project Site
(viii) Such policy shall include all of the coverages which may be included in coverages A, B and C contained in the Standard Tennessee Form Commercial General Liability Policy, without deletion. Such policy must be issued upon an "occurrence" basis, as distinguished from a "claims made" basis.

(4) **Off-site Excess (Umbrella) Insurance**:

(a) Limits of Liability:

Contract Sum	Minimum Limit Required (Per Occurrence/Aggregate)
Up to $2,499,999	$1,000,000
$2,500,000 - $4,999,999	$2,000,000
$5,000,000 - $7,499,999	$3,000,000
$7,500,000 and over	$4,000,000

(b) Coverages and Terms; Follow Form of Primary Policies

(5) **Subcontractor Provided Insurance Limits**

(a) **(Off Site)** Workers' Compensation Statutory Limits
(Off Site) Employer's Liability:

(i) $ 500,000 Bodily Injury each Accident
(ii) $ 500,000 Bodily Injury by Disease – Policy Limit
(iii) $ 500,000 Bodily Injury by Disease – Each Employee
(iv) The policy will be endorsed to exclude SNS Project Site

(b) **(Off Site)** Commercial General Liability Insurance:

(i) $1,000,000 Bodily Injury and Property Damage for Each Occurrence
(ii) $1,000,000 Products/Completed Operations Aggregate
(iii) $1,000,000 General Aggregate
(iv) $1,000,000 Personal and Advertising Injury
(v) The policy will be endorsed to exclude SNS Project Site
(vi) Such policy shall include all of the coverages which may be included in coverages A, B and C contained in the standard ISO Commercial General Liability policy, without deletion. Such policy must be issued upon an "occurrence" basis, as distinguished from a "claims made" basis.

(c) Comprehensive Automobile Liability Insurance (On-Site and Off-Site)

(i) $1,000,000 Per Occurrence/Bodily Injury/Property Damage

All insurance policies shall be provided by a company or companies with a rating of not less than A- in the last available Best's Rating Guide. All such policies shall include clauses whereby each underwriter agrees to waive its rights of subrogation against Owner and the CM. The limits of liability shown for each type of insurance coverage to be provided by the contractor pursuant hereto shall not be deemed to constitute a limitation

of the contractor's liability for claims hereunder or otherwise. Notwithstanding anything herein to the contrary, the CM may, to the fullest extent permitted by applicable law, accept alternative or different coverages for the insurance specified herein upon receipt from a licensed insurance agent or company acceptable to the CM of a written evaluation of the proposed alternate coverage in form acceptable to the CM confirming that such alternative coverage provides comparable or greater protection to the CM as the coverage specified.

If contractor fails to purchase, or fails to maintain in force until completion of the Work, insurance in the amounts indicated above, the CM may purchase such insurance and the cost thereof shall be borne by the contractor, and may be deducted from any amounts owed by the CM to the contractor.

If the contractor chooses to have the policy endorsed to include the Project Site during the construction period, coverage should be Excess and/or Difference in Conditions (DIC) of the CMCIP. Inclusion of the Project site on such insurance policies shall not replace the CMCIP coverage or otherwise affect the cost identification requirement.

Certificates of Insurance

Certificates of insurance acceptable to the CM shall be filed with within ten (10) days after award of the contract to the contractor and prior to commencement of the Work. All required insurance shall be maintained without interruption from the date of commencement of the Work until the date of the final payment. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be materially modified or allowed to expire until at least thirty (30) days prior written notice has been given to the CM, with a copy to the CMCIP Insurance Administrator (address shown below). The provisions of this subparagraph shall apply to all policies of insurance required to be maintained by the general contractor pursuant to the Contract Documents:

Willis of Missouri
120 South Central Ave., Suite 600
St. Louis, MO 63105
Attn: Ann Kroeger

Other Insurance

Any type of insurance or any increase of limits of liability not described in this manual which a contractor requires for their own protection or on account of any statute, shall be their own responsibility and their own expense.

Subcontractor Participation.

Upon execution of a subcontract, the contractor will immediately report all new subcontractors to the CM and the CMCIP Insurance Administrator for enrollment in the CMCIP. The general contractor shall incorporate all the provisions in any subcontract agreement and shall cause its subcontractors to cooperate fully with the CM, the CMCIP Insurance Administrator and insurance companies for the project, in the administration of the CMCIP. Contractors of all tiers agree to cooperate in the safety and accident prevention program and claim handling procedures as established for the project by CMCIP. The contractor shall not permit any subcontractor to enter the Project Site prior to enrollment in the CMCIP unless they are CMCIP-exempt and covered by their own insurance; failure to do so shall negate the afforded coverage(s).

Waiver of Subrogation

The contractor waives all rights of subrogation and recovery against the Owner and the CM and other contractor(s) of all tiers to the extent of any loss or damage, which is insured under the CMCIP. Notwithstanding the foregoing and not by way of limitation of the same, the contractor waives its rights of subrogation and recovery for damage to any property, or equipment against the Owner, the CM and other contractor(s) and its subcontractors of all tiers. Each contractor shall require its subcontractor(s) to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.

No Release

The provision of the CMCIP shall in no way be interpreted as relieving the contractor or any subcontractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

Approval of Forms and Companies

All insurance described in this manual shall be written by an insurance company with a current A.M. Best's rating of no less than A- unless otherwise approved by the CM and licensed to do business in Tennessee and shall be in a form and content satisfactory to the CM. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

Knight Jacobs Insurance Manual for Construction Manager Coordinated Insurance Program

The contractor and all subcontractors shall adhere to and perform all reporting requirements as set forth by the CMCIP Manager. Withholding information or failure to adhere to these standards and requirements may result in the withholding of payments to the contractor.

Failure to follow the procedures outlined in these documents may result in fines being assessed by the appropriate state agencies or commissions or in default judgments from a lawsuit against the Owner, the CM or the contractor. The contractor, shall at its own expense, be responsible for any fines or judgments arising out of failure to follow these procedures. The CM shall deduct from monies due or to become due under the provisions of the Agreement the amount of any applicable fines or judgments that are assessed.

ADMINISTRATION OF THE CMCIP

Administration is an integral part of the success of the CMCIP. All Contractors and their subcontractors are required to be properly enrolled in the CMCIP before access to the project site will be allowed.

To properly manage the CMCIP, the following procedures must be followed:

- Each contractor awarded a contract with the CM shall complete the **Insurance Information Form (SNS Form I).** ***Your calculation must be the rates scheduled on your existing workers' compensation and general liability policies reflecting all credits and/or surcharges. A copy of the policy declaration page and all rating sheets may be required.***

  Note: The "Start Date" indicated on the subcontract award form is the date that the contractor is expected to begin operations at the project site. This is the date coverage will be effective under the CMCIP. If the contractor has already started work at the project site, then the effective date of coverage will be agreed to by the CMCIP Administrator and the contractor.

- When an enrolled contractor, of any tier, awards a subcontract, the awarding contractor shall assure that their Subcontractors complete the **Insurance Information Form (SNS Form II)** and immediately forwards it to the CM and the CMCIP Insurance Administrator. The awarding contractor will be responsible for furnishing copies of all CMCIP requirements to all their subcontractors, and for assisting in securing the required enrollment and payroll/premium information from their subcontractors of all tiers.

- The contractor should contact their insurance agent for assistance in completing **Insurance Information Form (SNS Form I or Form II)**. This form must be promptly completed and signed by contractor and returned to the CM and CMCIP Insurance Administrator.

- Before enrollment in the CMCIP, each contractor of any tier must furnish the CM and CMCIP Insurance Administrator with a Certificate of Insurance evidencing contractor provided coverages.

- Upon receipt of the completed **Insurance Information Form (SNS Form I or Form II)** including the rating data; the Certificate of Insurance evidencing the contractor provided coverages; the CMCIP Certificate of Insurance will be issued. The Certificate of Insurance evidences the CMCIP Workers' Compensation, Employer's Liability, General Liability, and Excess Liability coverage. The documentation is forwarded to the insurance carrier who will issue the Workers' Compensation policy.

- If a **contractor has been awarded more than one contract** on this project, **Insurance Information Form (SNS Form II)** must be completed by the contractor for each contract.

  Payroll Reporting and Audits. Payroll must be recorded monthly on **CMCIP Monthly Payroll Reporting Form (SNS Form III) and submitted with the contractors Payment Application. Do not send certified payroll reports** (certified payroll reflects totally burdened payroll.) All payroll records on SNS should be kept separate from all other work. This will make the audit process easier.

  Project Payroll shall include the total remuneration and hours worked for all employees working on the SNS project site. Earnings for overtime should be included only at the straight hourly rate, **(DO NOT INCLUDE BONUS OR EXTRA WAGES PAID FOR OVERTIME HOURS)**. Overtime means those hours in excess of 8 hours worked each day, 40 hours in any week or on Saturdays, Sundays, or holidays, but only when there is an increase in the hourly rate to work such hours. The manhours should reflect all hours worked, including overtime.

- ALL Contractors are required to submit a monthly report of manhours and payroll with their Payment Application. It is the awarding contractor's responsibility to insure that this information is provided monthly by all tiers of subcontractors.

  Contractor should use the same workers compensation codes and classifications as shown on your current Workers' Compensation policy. Show only total hours and total payroll for each classification of employee. The report can be handwritten and faxed. Hold the original copy in your file. If you have more than one contract and/or work order, please either (1) complete a form for each awarding contractor or, (2) show which payroll applies to which contractor.

  All CONTRACTORS ARE REQUIRED TO MAKE THEIR PAYROLL RECORDS AVAILABLE TO THE INSURANCE COMPANY AUDITOR AT ANY TIME DURING THE POLICY PERIOD AND UP TO THREE YEARS AFTER COMPLETION OF THE PROJECT.

- **Certificate of Insurance** evidencing contractor's current insurance program. The certificate must reflect that your current Workers' Compensation and General Liability policies exclude coverage on SNS Project Site. This should alert your insurance company to; 1) issue the Designated Workplace Exclusion endorsement to your policies, 2) notify the audit department that all payroll and/or receipts for this project should be excluded from your audit.

  The certificate must also show that the Owner, the CM and its directors, officers, representatives, agents and employees shall be endorsed as Additional Insureds on the Automobile Liability and Excess Liability, ATIMA (As Their Interest May Appear).

CMCIP REQUIRED FORMS

SNS Form I and II – This form is **due *before* the start of work and mobilization** of any contractor. Contractor can call Ann Kroeger with the CMCIP Insurance Administrator at **1-877-840-5545** for further information or to answer any questions on filling out **SNS Form I or II**.

SNS Form III – This form is to be submitted with the contractors Payment Application..

A narrative is included in this section to help you complete these forms. Any questions or concerns regarding these forms should be directed to Ann Kroeger with the CMCIP Insurance Administrator at (877) 840-5545.

FORMS DIRECTORY

Form	**DESCRIPTION**
	Instructions for Insurance Information Forms I & II, Contractor and Subcontractor ..... *p. 22*
FORM I	*Insurance Information Form (Prime Contractor)* ..... *p. 23*
FORM II	*Insurance Information Form (Sub-Contractor)* ..... *P. 24*
FORM III	*CMCIP Monthly Reporting Form* ..... *p. 25*
FORM E	*Warranty Form* ..... *p. 26*
WC-OCIP-01	*Designated Workplace Exclusion (Sample)* ..... *p. 27*

All forms should be submitted to Construction Manager.

Any questions pertaining to the completion of these forms can be obtained from:

Ann Kroeger 887-840-5545
314-725-6727 (Fax)
kroeger_an@willis.com

INSTRUCTIONS FOR INSURANCE INFORMATION
FORMS I AND II - CONTRACTOR AND SUBCONTRACTOR

Contractor and Subcontractor Information	List name, address, contact person, and telephone number of the bidder.
Contract Value	Identify your bid amount.
FEIN	State your Federal Employers Identification Number
Workers' Compensation Insurance Company	Identify the insurance company that now provides your workers compensation coverage.
Experience Modifier	State your current experience modifier factor. This can be obtained from your current workers' compensation policy or from your insurance agent. If experience modifier is .95 or higher, submit a copy of your experience worksheet. Your insurance agent will be able to order this for you.
Date of Modifier	State effective date of experience modifier.
Policy Period	State the inception and expiration dates of your current workers' compensation policy.
A. Workers' Compensation	
Workers' Compensation Classification	List industry classification descriptions that apply to your work. This can be obtained from your current policy or your insurance agent.
Code	List industry classification code number that applies to your work. This can be obtained from your current policy or your insurance agent.
Current Rate	List the rate which applies to each classification code -- get this from your insurance agent to make certain the rate is current.
Payroll	Provide the projected payroll for work you will perform. Hours multiplied by straight time wage rate for each classification code for work performed on site by your crews (hours x wage rate).
Workers' Compensation Premiums	Fill in your workers' compensation premium per class code – payroll multiplied by workers' compensation rate divided by 100. $\frac{\text{payroll x rate}}{100}$ x modifier
Totals	For both payroll and premium columns.
Workers' Compensation Experience Modifier	State your current experience modifier factor. This can be obtained from your current Workers' Compensation policy or from your insurance agent. If experience modifier is .95 or higher, submit a copy of your experience worksheet. Your insurance agent will be able to order this for you.
Modified Premium	Your total premium multiplied by your Workers' Compensation experience modifier (premium x modifier).
Other Credits/Discounts/Surcharges	Apply other credits or discounts that may be applicable to your current policy
Total Workers' Compensation Premium	Total modified premium
B. General Liability	
General Liability and Completed Operations	List the general liability classification description codes that apply to your work. This should be obtained from your current policy or your insurance agent.
Classification Code	List classification code numbers which apply to your work. This can be obtained from your current policy or your insurance agent.
Current Rate	Fill in appropriate general liability and completed operations rates for payroll and/or gross receipts – obtain this from your insurance agent to make certain the rate is current.
Payroll/Receipts	Fill in appropriate payroll and/or gross receipts amount projected for work you will perform for each general liability classification code.
General Liability Premiums	Fill in your general liability premium per classification code.
Totals	For both payroll and premium columns.
Total General Liability	Total general liability and completed operations premium for all **Premiums** class codes.
C. Excess/Umbrella Liability	
Premium	Fill in premium amount for this contract
D. Subcontractor Premium: All Tiers	
See Form II, subcontractor insurance information and instructions. **Note:** *Do not include contract haulers, vendors, suppliers, material dealers or others whose function is solely to make deliveries or supply materials, parts, or equipment to and from the project site.*	
E. Total Premiums	
Total of A+B+C+D. This amount must equal the total insurance credits indicated on your bid proposal.	

Spallation Neutron Source Construction Manager Coordinated Insurance Program	SNS FORM I Prime Contractor

Insurance Information Form

This form must accompany bid.

Contract Number:_____

Contractor Name _____ Contact _____

Address _____ Telephone _____

_____ Contract Value _____

City, State, Zip _____ FEIN _____

Regular Workers' Comp. Insurance Company

* Experience Modifier _____ Experience Modifier I.D. Number _____

Policy Period _____ Experience Modifier Effective Date _____

A. Workers' Compensation (project site payroll only)
attach additional pages if required

Classification	Code	Current Rate	Payroll	Premium
1.				
2.				
3.				
4.				
5.				
6.				
		Total	$	$
			Experience Modifier	x
			Other Discounts/ Credits/Surcharges	
			A. Total Workers' Compensation Premium	$

B. General Liability (including completed operations)
attach additional pages if required

Classification	Code	Current Rate	Payroll	Premium
1.				
2.				
3.				
4.				
B. Total General Liability Premium			$	**B.** $
C. Excess/Umbrella Liability				**C.** $
D. Subcontractor Premiums (all tiers) see attached instructions Form II				**D.** $
E. Total Premiums (A+B+C+D)				**E.** $

"Total Premiums" indicated in E. have been omitted from the bid amount as outlined in the General Conditions (including any superseding supplemental conditions), since the Owner/Sponsor is furnishing the construction insurance. The proposer certifies that the information provided herewith is correct. In the event insurance is not provided by Owner or CM, this amount will be added to the original bid by change order.

* If Workers' Compensation experience modifier is 1.00 or higher, attach a copy of your experience worksheet.

NAME OF BIDDER_____
(PRINT NAME OF BIDDER - SIGNATURE(S) TO BE AFFIXED TO PROPOSAL SIGNATURE SHEET)

Spallation Neutron Source Construction Manager Coordinated Insurance Program	SNS FORM II Sub-Contractor

Insurance Information Form

This form must accompany bid.

Contract Number:_____

Sub-Contractor Name _____ Contact _____

Address _____ Telephone _____

_____ Contract Value _____

City, State, Zip _____ FEIN _____

Regular Workers' Comp. Insurance Company

* Experience Modifier _____ Experience Modifier I.D. Number _____

Policy Period _____ Experience Modifier Effective Date _____

A. Workers' Compensation (project site payroll only)
attach additional pages if required

Classification	Code	Current Rate	Payroll	Premium
1.				
2.				
3.				
4.				
5.				
6.				
		Total	$	$
			Experience Modifier	x
			Other Discounts/ Credits/Surcharges	
			A. Total Workers' Comp	$

B. General Liability (including completed operations)
attach additional pages if required

Classification	Code	Current Rate	Payroll	Premium
1.				
2.				
3.				
4.				
B. Total General Liability Premium			$	**B.** $
C. Excess/Umbrella Liability				**C.** $
D. Subcontractor Premiums (all tiers) If applicable) See attached instructions Form II				**D.** $
E. Total Premiums (A+B+C+D)				**E.** $

"Total Premiums" indicated in D. have been omitted from the bid amount as outlined in the General Conditions (including any superseding supplemental conditions), since the Owner or CM, this furnishing the construction insurance. The proposer certifies that the information provided herewith is correct. In the event insurance is not provided by Owner/Sponsor, this amount will be added to the original bid by change order.

* If Workers' Compensation experience modifier is 1.00 or higher, attach a copy of your experience worksheet.

NAME OF BIDDER_____

(PRINT NAME OF BIDDER - SIGNATURE(S) TO BE AFFIXED TO PROPOSAL SIGNATURE SHEET)

Spallation Neutron Source
CMCIP Monthly Reporting Form – Form III
Project Site Payroll

Contractor: _____

Address: _____ Phone: _____ Fax: _____

Please indicate Project Site payroll and forward within two weeks following end of prior month.
Please retain a copy for your files.

Contract No.:_____ **Month Ending:**_____

Workers' Compensation

CLASSIFICATION	Code	HOURS			PAYROLL			
		REG.	O.T.	TOTAL	REG.	O.T. 1.5	O.T. DOUBLE	TOTAL

General Liability

CLASSIFICATION	CODE	PAYROLL / RECEIPTS

If your General Liability is based on receipts rather than payroll, then provide receipts in the payroll/ receipts column.

The above is a true and complete statement of the entire remuneration of services rendered by employees of the company shown above.
Signature: _____

Title: _____ Date:_____
Submit this form with your Payment Application

SPALLATION NEUTRON SOURCE, OAK RIDGE, TN
FORM E
WARRANTY

Regarding Workers' Compensation, Commercial General Liability and Excess Liability Insurance: These coverages, as stated in the Contract Documents are provided by the Construction Manager for the Spallation Neutron Source Project – Oak Ridge, TN. The undersigned agrees and warrants:

- Such insurance is paid for by the Construction Manager
- The cost of similar insurance has been omitted from the bid.
- For insurance purposes, contractor(s) and subcontractors of every tier agree, and will require all tiers of subcontractors to agree, to keep and maintain accurate and classified record of their payroll for operation at the project site. Contractor(s) and subcontractors further agree, and will require all tiers of subcontractors to agree, to furnish to the Construction Manager or their appointed representative, full and accurate payroll data and information in accordance with the requirements of the CMCIP ; to permit their books and records to be examined and audited periodically by the Construction Manager or their appointed representatives; and to provide any additional information to the Construction Manager or their appointed representatives as may be required. During the term of the contractor's or subcontractor's contract including extended periods thereof, the Construction Manager shall have the right to adjust the contract price to reflect the cost of the contractor's and subcontractor's insurance costs had the Construction Manager not implemented a CMCIP.
- Any and all returns of premium, dividends, discounts, or other adjustments to any CMCIP policy is assigned, transferred and set over absolutely to the Construction Manager. This assignment pertains to the policies as now written and as subsequently modified, rewritten or replaced in the CMCIP's insurance company, including any additional amounts or coverages as a result thereof. Rights of cancellation of all insurance policies provided to contractor by CMCIP are also assigned to the Construction Manager. This assignment is only valid for insurance policies whose premiums have been paid by Construction Manager on behalf of such contractor.

Date _____ Company _____

Signature _____

Title _____

EXAMPLE OF ENDORSEMENT FOR CONTRACTORS TO REQUEST FOR THEIR WORKERS' COMPENSATION AND GENERAL LIABILITY POLICY COVERING WORK OTHER THAN THIS CONSTRUCTION MANAGER COORDINATED INSURANCE PROGRAM SITE

WC-OCIP-01

DESIGNATED WORK-PLACE EXCLUSION ENDORSEMENT

This policy does not cover work conducted at:

Spallation Neutron Source (SNS) – Oak Ridge, TN. The Project Site also includes areas adjacent or nearby these described tracts of land where incidental operations are performed, provided said areas are made available to contractor by Construction Manager or approved in advance by Construction Manager in writing, excluding permanent locations of any insured party other than Construction Manager.

Agreed: _____
Signature

_____
Title

_____
Date

CLAIMS PROCEDURES

This section of the Manual explains the procedures to be followed in the event of an occupational injury, occupational illness or property loss (claim). It is **mandatory** that the CMCIP CM Administrator and CMCIP Insurance Administrator be **immediately** notified of all claim situations. The CMCIP is designed to provide certain coverage to the CM and their contractor/subcontractors; however, the program does not change any of the contractor/subcontractor's contractual and/or statutory responsibilities for reporting claims.

Claims Handling Procedures

In the event of an occupational illness or injury:

The employee reports the injury to his/her supervisor **IMMEDIATELY.**

✔ Note:

1. In cases of severe or multiple injuries or major property loss, follow the CM procedures of notification for media relations, corporate safety, legal, OSHA, security, next of kin, etc. Contact the CMCIP CM Administrator for the procedures.

2. All injuries involving neck, back, knee, severe trauma, electrical shock, etc. must go to the doctor. This includes all orthopedic injuries. NO EXCEPTIONS. If you have the slightest doubt about your employee's injury, send them to the doctor.

✔ IF:

1. The injury can be treated by first aid; the injured employee should be treated and returned to work. A list of the closest trailer Medical Facilities will be furnished with your claim packet. A supervisor must follow up with the injured employee the next day to check status of the injury. Contractors must investigate all first aid injuries to determine the root cause and take action to prevent a similar incident. A copy of the investigation report must be submitted to the CMCIP CM Administrator..

2. When the injury requires a doctor visit; the contractor will complete and/or obtain the forms listed below. All forms must be filled out completely.

   a. Record on your OSHA 200 log

b. Complete an Accident Report within eight (8) hours. Take photos as necessary. Obtain all witness statements and provide phone numbers for all witnesses.

c. Obtain a copy of the Injury/Illness Report to present to the doctor at the time of treatment. This form shall also be used for doctor follow-up visits. The form **must** be filled out completely.

d. A Drug Test must be completed for all injuries requiring a doctor visit. The following forms and/or procedures must be completed/followed:

(i) Consent Form
(ii) Chain of Custody Form
(iii) Blood and urine specimens (1 each required)

3. Complete the Claim Reporting Guide found in the insurers claim packet and provide a copy to the CMCIP CM Administrator.

✔ The contractor's supervisor shall transport the injured employee to the doctor and remain with the employee during the medical evaluation and any follow up doctor visits. Inform the doctor that transitional duty jobs* are available and strive to have the employee released back to full duty with no restrictions if at all possible. Stay in control of the process. The contractor's superintendent shall designate a back-up person who is trained and totally familiar with this entire process.

* Transitional Duty Jobs (Return to Work Program) - The prompt return to work of all employees as soon as medically possible will support the needs of the injured employee, the contractor(s) and Knight Jacobs. In this regard, contractor/subcontractors will promote the return of their employees by providing alternative jobs involving activities commensurate with the physical limitations, which may be medically imposed. These modified duty options may well be extended beyond the job site to include alternative jobs not related to construction or alternative job sites or headquarters' related positions.

✔ Upon returning to the project site the contractor shall report to the CMCIP CM Administrator and provide a copy of the completed Return-To-Work Authorization and a description of the status of the employee's condition, i.e., full duty, transitional duty, etc.

In the event of an incident/accident other than Workers' Compensation (Examples: General Liability, Property Damage, Injuries to Others, Builder's Risk):

- Notify immediate supervisor or foreman at once. Supervisor or foreman then notifies CMCIP CM Administrator.

- Contractor's/subcontractor's supervisor or foreman completes accident investigation form and immediately submits two copies to the CMCIP CM Administrator.

Return To Work Policy

The CM requires that the contractors engaged in the construction of this project provide appropriate modified return to work/transitional duty work assignments for those employees who are injured or become ill in the course and scope of their work on this project.

The purpose of this program is to establish a process wherein those employees of contractors who, in the opinion of the treating physician, are temporarily unable to return to their regularly established job, will be provided with a modified work assignment which accommodates the limitations set forth by the treating physician. Such modified work assignments are transitional in nature, for a limited period of time, and are intended to provide a physician-directed controlled work activity as a therapeutic activity which should aid measurably in shortening the employee's recovery period and in enhancing the medical outcome.

The objective of the return to work/transitional duty program is to hasten the employees return to health and to regain the capability to return to a regularly established job. Such efforts directly benefit the worker, reduce the claim cost to the CMCIP program and ultimately benefit the employer through the reduced impact on their Workers Compensation Experience Modification and thus a more competitive position in the marketplace.

This program will also address the needs of those employees who have reached Maximum Medical Improvement, but who, in the opinion of the treating physician and the CMCIP Medical Advisor can no longer perform their previous job.

The responsible contractor will cooperate with the treating physician, the CMCIP Insurance Carrier, and the CMCIP Administration Team to facilitate the return to work of any injured or ill employee as outlined below:

1. The CMCIP Claim Account Specialist, and the CMCIP Medical Advisor, will maintain ongoing contact with the treating physician to remain cognizant of the employee's medical progress, of the projected return to work date and the extent of the anticipated work restrictions, if any.
2. When the employee is released to modified work, the CMCIP Claim Account Specialist will a) notify the Construction Manager of the date

of the release and of the details of the work restrictions, and b) coordinate with the CMCIP Nurse Case Manager as may be required to facilitate the employee's return to work.

3. The Construction Manager will notify the respective project contractor and subcontractor employer (as appropriate), of the employee's scheduled return date and the nature of the work restrictions, if any.
4. The employer will evaluate the work restrictions set forth by the treating physician and will make a sincere effort to create a work assignment that addresses both the specifics and the intent of those restrictions. The employer will prepare a written job description for the modified work assignment and within 24 hours of notification of the employee's availability, will forward the document to the Construction Manager. Such work assignment will be reviewed by the treating physician, the CMCIP Medical Advisor and the Construction Manager. If there is any difficulty in accommodating the employee seeking to return to work in a modified duty status, the employing contractor will immediately review those issues with the Construction Manager.
5. Upon being released to full or modified work, the employee will report to his/her employer not later that the start of the next scheduled shift.
6. The contractor will review the modified duty work assignment with the returning employee and his/her foreman and obtain written acknowledgement from both that they understand the limitations, understand that the modified work assignment is temporary and that the restrictions may be amended as the treating physician determines, and that the intent of the modified work assignment is to transition to full duty.
7. Should the contractor make a determination that they are unable to accommodate the modified duty work restrictions on the job site, a meeting will be called by the Construction Manager to review the basis for those findings. The review process will include the Construction Manager, the CMCIP Administration Team and the project manager and superintendent of the contractor employer of the worker available to return to work with a modified work assignment.

The CMCIP Claim Account Specialist and/or the CMCIP Nurse Case Manager will maintain ongoing contact with the treating physician, the employee and the CMCIP Administration Team to assure that the modified duty work assignment is progressing as intended. Should the employee reach maximum medical improvement and be precluded by the contractor employer from returning to work in either a full or modified duty status, a meeting will be held with the employer's project manager and the CMCIP Administration Team to review the basis for the employers decision

CLAIMS DIRECTORY

CMCIP CM Administrator(Knight Jacobs)

CMCIP CM Administrator:	Danny Hopper	Phone#: (865) 241-9425
Claims Manager:	Shirley Morgan	Phone #: (423) 588-8101

INSURANCE CARRIER:

Travelers Insurance Company – Workers' Compensation/General Liability

Workers Compensation
Claims Adjuster

Travelers Insurance Company
Don Lao – Supervisor
The Horizon Center
9020 Overlook Blvd.
Brentwood, TN 37027
(615) 372-7822
(615) 372-7800 – Fax

General Liability
Claims Adjuster

Travelers Insurance Company
Lance Cavett
4400 North point Parkway
Alpharetta, GA 30022
(770) 521-3335
(770) 521-3200 – Fax

Builders Risk
Claims Adjuster

CNA
Bill Bryant
16N CNA Plaza
Chicago, IL 60085
(877) 261-6676
(877) 566-2728 – Fax

SAFETY ADMINISTRATION

POLICY STATEMENT

The safety of persons and property is of paramount importance to owner and CM. It is the policy of the CM that each contractor of any tier engaged on this project will create and continuously maintain a safe workplace through the establishment of safe work practices, safe and healthful working conditions, and necessary and appropriate protection to safeguard the workers, visitors and the general public from the work in progress.
Safety can no longer be viewed as a priority which can be ranked in a vertical order of importance but must be looked upon as a value which is inherent in every part of our operation. The most important assets are the workers who perform the work. Nothing is more important than providing a safe and healthful environment in which to work.

The CM requires full compliance with this manual, with all Federal, State and Local laws, statutes, ordinances, rules, regulations, requirements and guidelines of government authorities, agencies and any other authorities having control or responsibilities bearing on the performance of this work.

Contractors are charged with the responsibility of preventing the occurrence of incidents or conditions that could lead to injuries or illness. The ultimate success of the safety program depends fully upon the total cooperation of every individual employee. It is the Contractor's responsibility to ensure that safety rules and procedures are explained in detail to each worker to further ensure that effective training and education programs are employed and to use appropriate measures, including disciplinary action, in cases of non-compliance.

In carrying out this policy it is clear the only accepted level of performance is to be "Incident Free: on this project each and every day. We believe that such performance is achievable with the full commitment and diligent effort by each and every contractor and their employees.

NEW EMPLOYEE ORIENTATION

Each new contractor/subcontractor employee will be required to attend an orientation program conducted by the CMCIP CM Administrator. This orientation is designed to communicate all project specific safety policies, procedures, and expectations of CMCIP in regard to the construction of the Spallation Neutron Source Project. The following will outline the various elements of the orientation program:

Safe Accident Free Environment

Emergency Evacuation, Assembly, and Accounting Plan

Work Permits

Injury Reporting

Drug Testing

Project Security

Parking

CONTRACTOR SAFETY PROGRAM REVIEW

To proactively monitor the safety, health and environmental performance of contractors and subcontractors the CMCIP CM Administration Team and/or his Representative, will be conducting periodic reviews of contractor/subcontractor safety programs. This will be a formal process, which will be done with or without advanced notice. Upon completion of a Safety Program Review, a list of recommendations will be provided to the contractor/subcontractor. There will be a timeline developed and agreed upon for the purpose of abating any deficiencies in the contractor/subcontractor safety program.

CMCIP CM ADMINISTRATOR SAFETY TEAM DIRECTORY

Construction Manager

CM Project Manager:	Dick Davis	Phone: (865) 241-5616
CM Regional Safety Manager	John Kyle	Phone: (703) 623-7611
CMCIP CM Administrator:	Danny Hopper	Cell: (865) 241-9423

Insurance Administrator

Safety Consultant	Sherwood Kelly	Phone: (615) 872-3451

INSURANCE CARRIERS:

Travelers Indemnity Company – Workers' Compensation/General Liability