



New York City School Construction Authority (SCA)

Owner Controlled Insurance Program (OCIP) Manual

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Section One

Introduction

The New York City School Construction Authority has elected to purchase and administer an Owner-Controlled Insurance Program (“OCIP”) for the construction and renovation of educational facilities throughout New York City. An OCIP is a single insurance program that insures the project SPONSOR, ELIGIBLE and ENROLLED PARTIES, along with their eligible employees and other designated parties for WORK performed at a SITE. Certain parties and their employees are excluded from the OCIP as identified in this Manual.

This Manual provides general information regarding the insurance afforded and/or required of ELIGIBLE and ENROLLED PARTIES, claims reporting, safety and loss control requirements, and the procedures to be followed in administering the program. Terms in all capital letters are defined, as set forth in Section 3, *Explanation of Terms*, of this Manual. Any capitalized terms used, but not defined herein shall have the meanings assigned thereto in the General Conditions.

All CONTRACTORS/SUBCONTRACTORS performing WORK at a SITE and enrolled in the OCIP are subject to the provisions of the OCIP. The provisions for OCIP insurance shall in no way be interpreted as relieving any of the parties of any contractual responsibility. OCIP ELIGIBLE and ENROLLED PARTIES of all tiers may carry, at their own expense, such additional insurance as they may deem necessary to purchase.

Refer all questions concerning the OCIP requirements to the **OCIP Project Administrator**, as indicated in Section 2, *Directory*, of this Manual.

The SCA OCIP provides the following coverage for ELIGIBLE and ENROLLED PARTIES whose employees perform actual WORK at a SITE and participation in the OCIP is mandatory for all CONTRACTORS AND SUBCONTRACTORS of any tier unless excluded by SPONSOR or as outlined in this Manual.

- Workers' Compensation
- General Liability
- Excess Liability
- Builders Risk
- Contractors Pollution Liability
- Arts Installation Floater

Enrollment is not automatic and no WORK shall occur at a SITE until the CONTRACTORS/ SUBCONTRACTORS are properly enrolled in the OCIP.

SPONSOR will pay insurance premiums for the OCIP POLICIES described in this Manual. It is recommended that you inform your current insurers that you are participating in an OCIP.

The OCIP POLICIES apply only to WORK performed at the SITE by the ELIGIBLE and ENROLLED PARTIES. ELIGIBLE and ENROLLED PARTIES must provide their own insurance for automobile coverage (including loading and unloading coverage), and off-site activities including, but not limited to, work at their permanent shops, fabrication or manufacturing of building products, materials or supplies.

The insurance required of ELIGIBLE and ENROLLED PARTIES and EXCLUDED PARTIES is set forth in full in the Insurance Addendum attached to the CONTRACT. Again, the provisions herein for the OCIP shall in no way be interpreted as relieving the parties of any responsibility under their CONTRACT.

This Manual:

- Describes the general structure of the OCIP;
- Identifies the responsibilities of the various parties involved in a PROJECT;
- Provides a basic description of OCIP coverage;
- Describes audit and administrative procedures;
- Provides an *Explanation of Terms* (see Section 3); and
- May be updated as deemed necessary by SPONSOR.

This Manual does not:

- Provide dynamic information about deductibles;
- Provide coverage interpretations;
- Provide complete information about coverage or policy language; or
- Provide answers to specific claim questions.

Refer questions concerning the OCIP POLICIES to the **OCIP Project Manager** or the **OCIP Project Administrator**, as indicated in the Section 2, *Directory*, of this Manual. Copies of OCIP POLICIES are available upon request to the **OCIP Project Manager**.

Section Two

Directory

OCIP ADMINISTRATION/INSURANCE BROKER
Marsh USA Inc.

1166 Avenue of the Americas, 43rd Floor
New York, NY 10036

	Contact / Email	Telephone	Mobile
OCIP Project Administrator	Keith Tippman Keith.Tippman@marsh.com	212-345-0244	929-394-2572
OCIP Project Manager	Taylor Foss taylor.foss@marsh.com	212-345-1977	908-671-6882

SPONSOR
New York City School Construction Authority (SCA)

30-30 Thomson Avenue, 4th Floor
Long Island City, NY 11101

	Contact / Email	Telephone
Risk Manager	Elizabeth Sullivan esullivan@nycsca.org	718-752-5321
Claims Manager	Shujana Dhar sdhar@nycsca.org	718-752-5303
Senior Attorney (Claims & Litigation)	Andrea Forman aforman@nycsca.org	718-752-5302
Chief Operating Officer	Robert Sanft rsanft@nycsca.org	718-472-8004
General Counsel	Nadine Rivellese nrivellese@nycsca.org	718-472-8220
Director of Operations Pre-Qualification Unit	Sarah Sinclair ssinclair@nycsca.org	718-472-8326
Director of Operations Safety Unit	Garvey Compas gcompas@nycsca.org	718-472-8416

INCIDENTS & CLAIMS HANDLING
Marsh USA Inc.

	Contact / Email	Telephone
INCIDENTS	noticeofaccident@nycsca.org	718-472-8778
CLAIMS REPORTING	Jasmati (Cindy) Shah jasmati.shah@marsh.com	718-752-5315
	Milda Sullivan milda.sullivan@marsh.com	347-647-0135
	Marcin Wojtanowski marcin.wojtanowski@marsh.com	718-752-5329

Section Three

Explanation of Terms

Certificate of Insurance	Written evidence of the existence of coverages outlining the limits of liability, terms, and conditions of insurance policies.
Contract	A written agreement between the SCA and their Contractors and Construction Managers and any agreements entered into by the Contractors and Construction Managers with Subcontractors.
Contractor	A person, persons, firm, partnership, corporation, joint venture, business association, or any entity with whom the Contract is made by the SCA to perform the Work.
Eligible and Enrolled Parties	Contractors, Subcontractors, and Construction Management firms of all tiers that perform Work at Sites and that have been approved for participation in the OCIP by the SCA.
Insureds	New York City School Construction Authority (SCA) and Eligible and Enrolled Contractors and Subcontractors of all tiers (with limited exceptions) are enrolled in the OCIP.
OCIP	Owner Controlled Insurance Program
OCIP Administrator	Marsh USA Inc.
OCIP Ineligible Parties	Consultants, architects, engineers, surveyors, suppliers (who do not perform or subcontract installation), Construction Management firms, and other firms performing services rather than Work as well as delivery personnel, material handlers and/or vendors, and any other parties not approved by the SCA to participate in the OCIP.
OCIP Policies	Workers' Compensation and Employer's Liability, Commercial General Liability, Excess Liability, Builders Risk, and Contractors Pollution Liability Insurance available to eligible and enrolled Contractors, Subcontractors and Construction Management firms performing Work on SCA Sites.

Project	All of the Work required by the Contract, including all administrative aspects necessary to satisfy the Contract requirements.
Sites (or Project Locations)	The location or locations at which the Work is to be installed or erected, as indicated in the Contract documents.
Sponsor	The New York City School Construction Authority (SCA), its agents, officers, trustees, employees, representatives or designees, as the case may be.
Subcontractor	A person, persons, firm, partnership, corporation, joint venture, business association, or any entity under contract with the Contractor or any Subcontractor of any tier, to perform any portion of the Work.
Work	All activities of the Contractor and its Subcontractors required by the Contract. Work includes, but is not limited to, procurement of materials, construction of the Project, in whole or in part, and administration and coordination of subcontracts. The Work shall include not only Contractor's obligations that are expressly set forth in the Contract, but also all that is reasonably inferable from the express description of the Work. The Work shall include the activities that Contractor itself performs as well as activities it delegates to eligible and enrolled parties.

Section Four

Overview of the Insurance Program

The New York City School Construction Authority (SCA) implements an Owner Controlled Insurance Program (OCIP) and agrees to pay all premiums associated with this program. CONTRACTORS/SUBCONTRACTORS are required to assume certain deductibles, which are subject to modification at any time and without notice, as summarized in this Manual but as more fully outlined in the Policy.

While the OCIP provides broad coverage, it does not meet all the insurance needs of the CONTRACTORS/SUBCONTRACTORS. The OCIP does not provide coverage for pre-construction activities, Automobile Liability including loading or unloading coverage, Contractors' Equipment, Payment & Performance Bonds, or Disability Insurance. The OCIP also does not provide Workers' Compensation coverage for CONTRACTORS/SUBCONTRACTORS engaged to perform Environmental Work.

The OCIP coverages and exclusions summarized in this Manual are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP coverages in this Manual are not intended to be complete or to alter or amend any provision of the actual OCIP POLICIES. In the event that any provision of this Manual conflicts with the OCIP POLICIES, the provisions of the actual OCIP POLICIES shall govern.

A. Overview of Owner Provided Insurance

SPONSOR shall procure and maintain, at its own expense, the following insurance coverages for the interest of the ELIGIBLE and ENROLLED PARTIES:

1. Workers' Compensation and Employer's Liability

Workers' Compensation (Part A):	Statutory for New York
Employer's Liability (Part B):	\$3,000,000
Each accident for Bodily Injury by accident	\$3,000,000
Each employee for Bodily Injury by disease	\$3,000,000
Policy limit for Bodily Injury by disease	\$3,000,000

Noteworthy Coverage Extensions

- United States Longshore and Harbor Workers Compensation Act (USL&H)
- Blanket Waiver of Subrogation as required by written contract

Exclusions

- Per Statute
- As per Policy

The Workers' Compensation and Employer's Liability Insurance are in accordance with the laws of the State of New York in which the WORK will be performed. Employees covered by this insurance are those employees whose full-time duties will be performed at the SITE and other employees actually doing WORK in connection with the PROJECT while physically on the SITE. Coverage will cease for any employee when leaving this SITE.

The Workers' Compensation coverage is not provided to any CONTRACTORS/ SUBCONTRACTORS performing Environmental Work.

This insurance will be primary with respect to persons directly engaged in performance of WORK at the SITE who are enrolled into the OCIP.

2. Commercial General Liability Insurance

A single policy will be issued for all INSUREDS and **limits are shared** by all INSUREDS for WORK performed at a SITE.

Limits of Liability

Each Occurrence	\$10,000,000
General Aggregate (annual reinstatement)	\$100,000,000
General Aggregate (per project)	\$20,000,000
Products Completed Operations Aggregate	\$10,000,000
Personal Injury/Advertising	\$2,000,000
Damage to Rented Premises	\$1,000,000
Medical Expense	\$10,000
7 Years Completed Operations Extension Period	\$10,000,000

Noteworthy Coverage Extensions

- Contractual Liability within 50 feet of railroad
- Blanket Additional Insureds as required by written contract
- Blanket Waiver of Subrogation as required by written contract

Exclusions

- As per Policy

3. Excess Liability Insurance

Excess Liability Insurance covering all INSUREDS jointly to bring the total maximum collective limits of liability (inclusive of primary limits stated above) to:

Each Occurrence	\$200,000,000
General Aggregate	\$200,000,000
Products and Completed Operations Aggregate	\$200,000,000

A single policy will be issued for all ELIGIBLE and ENROLLED PARTIES, and limits are shared by all INSUREDS at this SITE.

4. Contractors Pollution Liability

Third-party coverage for bodily injury, property damage, cleanup, and related defense costs as a result of pollution conditions (sudden/accidental or gradual) arising from contracting operations performed by or on behalf of the contractor,

Each Loss	\$25,000,000
General Aggregate	\$25,000,000

Noteworthy Coverage Extensions

- Blanket Additional Insureds as required by written contract
- Blanket Waiver of Subrogation as required by written contract

Exclusions – as per policy

5. Builders Risk Insurance

All risk coverage provided on a replacement cost basis including coverage for risk of direct physical loss or damage to the work performed at the SITE, in transit or in temporary storage.

Structures – All Risk (for any one occurrence)	\$100,000,000
Named Windstorm	\$100,000,000
Earth Movement per occurrence and annual aggregate	\$100,000,000
Flood per occurrence and annual aggregate	\$25,000,000
High Hazard Flood (Level 1) per occurrence and annual aggregate	\$10,000,000
Delay in Completion Coverage / Soft Costs	\$2,500,000
Property in Transit	\$2,500,000
Temporary Storage	\$5,000,000
Deductibles:	
All Risk Deductible*	\$100,000
Water Damage	\$125,000
Named Windstorm Deductible*	\$100,000
Earth Movement Deductible*	\$100,000
Flood Deductible*	\$250,000
High Hazard (Level 1) Flood Deductible – any one location*	\$500,000
High Hazard (Level 1) Flood Ded. – max single occurrence*	\$3,000,000
Delay in Completion Waiting Period (all perils except Flood)	10 Days
Flood Delay in Completion Waiting Period	20 Days

***All deductibles are subject to change at any point in time without additional notice.**

Noteworthy Coverage Extensions

- Blanket Additional Insureds as required by written contract
- Blanket Waiver of Subrogation as required by written contract

Exclusions

- As per Policy

Contractor Deductible Chargeback: To the extent allowable by law, and notwithstanding the foregoing, the Contractor or Subcontractor(s) shall be responsible for losses within the respective deductible of each and every insured property damage event under this insurance (or the amount of the loss, if less than the respective deductible) including cost of defense, such as court costs and attorneys' fees.

Contractor may choose to allocate responsibility between itself and the Subcontractor(s) to the extent permissible by law. The deductible chargeback applying to the Contractor and Subcontractor(s) is the responsibility of the Contractor and Subcontractor(s) and may be withheld from progress payments if not reimbursed.

6. Art Installation Floater

All risk coverage provided for various works of art while being created in the artist’s studio or workplace of the artist’s subcontractor(s), during domestic transit or while being installed at various schools.

Any Work of Art	\$2,200,000
Earth Movement per occurrence and annual aggregate	\$2,200,000
Flood per occurrence and annual aggregate	\$2,200,000
Transit	\$250,000
Temporary Storage	\$250,000
Deductibles:	
Policy Deductible	\$5,000
Earth Movement & Flood	\$5,000
High Hazard Flood	\$25,000

Valuation

- Completed art works under commission will be valued at the contract price
- Art work in process will be based upon percentage of completion

Exclusions

- As per Policy

Contractor Deductible Chargeback: CONTRACTOR/SUBCONTRACTORS are responsible for losses within deductible.

B. Other Provisions of the Owner Provided Insurance

1. All policies specified in Section 4.A., *Overview of Owner Provided Insurance*, of this Manual, will contain a 30-day cancellation clause, except 10 days for non-payment or failure to meet the SPONSOR’S safety demands, and will apply on a primary basis regardless of any other insurance available to CONTRACTOR/SUBCONTRACTORS.
2. The above insurance will apply only to claims arising out of operations at the SITE and not at regularly established "away from SITE" offices, shops, warehouses, factories or similar locations unless otherwise noted under the Art Installation Floater and included by endorsement to the to the Builders’ Risk covered locations.
3. Insurance coverage specified in Section 4.A. above terminates at the completion of the WORK by the CONTRACTOR/SUBCONTRACTOR, except for the General Liability Completed Operations Extension Period.
4. **Assignment:** In consideration of SPONSOR purchasing the OCIP insurance as stated above, the ENROLLED PARTIES will assign to SPONSOR all return premiums, premium refunds, dividends, and other monies due or to become due in connection with the insurance which SPONSOR provides under the OCIP, all of which will inure to the benefit of the OCIP. The ENROLLED PARTIES will execute such further documentation as may be required by SPONSOR to effect this assignment.

5. **Waiver Of Subrogation Rights:** Except for the amount of the deductibles as stated elsewhere in this CONTRACT, the ELIGIBLE and ENROLLED PARTIES each on their own behalf and on behalf of anyone claiming by, through or under them, whether by way of subrogation or otherwise, hereby waive any and all subrogation rights which they may now or hereafter have against each other and the parent, related and affiliated companies, the successors and assigns of each other, in connection with the performance of the WORK to the extent such subrogation rights are not the result of any intentional wrongful act or omission of the party causing such loss and are covered losses under such insurance.
6. Each ELIGIBLE and ENROLLED PARTY will be named as an insured on the insurance described above. Upon receipt of a completed enrollment application, CERTIFICATES of INSURANCE for the Workers' Compensation and Employer's Liability, General Liability and Excess Liability (excluding Automobile Liability) policies will be issued to the ELIGIBLE and ENROLLED PARTY listing the ELIGIBLE and ENROLLED PARTY as additional named insureds. The insurer will also issue a Workers' Compensation policy in the name of each ELIGIBLE and ENROLLED PARTY.

C. Contractor/Subcontractor Provided Insurance

ELIGIBLE and ENROLLED PARTIES and OCIP INELIGIBLE PARTIES are required to maintain certain additional insurance coverages, as set forth herein in summary fashion and as the same may be described more fully in each party's respective CONTRACT or SUBCONTRACT. In the event of a conflict between the terms of this Manual and the terms of the CONTRACT or SUBCONTRACT, the terms of the CONTRACT or SUBCONTRACT govern.

ELIGIBLE and ENROLLED PARTIES must provide the following additional coverages for all operations not included in the OCIP, including, but not limited to, operations not performed on the SITE. OCIP INELIGIBLE PARTIES must provide the coverages outlined for all operations, both on and off the SITE.

1. Workers' Compensation and Employer's Liability

Contractors performing Environmental Work and OCIP INELIGIBLE PARTIES must provide evidence of on- and off-site coverage. All other Contractors must provide evidence of off-site coverage.

Worker's Compensation Insurance with limits as required by New York State statute (state in which the WORK takes place), and Employer's Liability Insurance with limits of at least:

- \$1,000,000 bodily injury by accident;
- \$1,000,000 bodily injury by disease; and
- \$1,000,000 annual aggregate.

2. Business Automobile Liability

Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles with limits of:

- \$1,000,000 Bodily Injury/Property Damage Combined Single Limit
- Coverage must extend to include any loading and unloading activities of the CONTRACTOR/SUBCONTRACTOR at all SITES/PROJECT LOCATIONS
- If transporting hazardous materials/water, appropriate MCW-90 endorsement must be attached to the policy and supplied to the SCA including a \$5,000,000 limit of liability

3. Commercial General Liability (CGL)

Commercial General Liability Insurance provided on a current Insurance Services Office, Inc. "ISO" occurrence form, including coverage for liability due to bodily injury, property damage,

personal and advertising injury, and for the products-completed operations hazard. The limits of insurance shall not be less than:

- \$1,000,000 per occurrence;
- \$2,000,000 aggregate for products-completed operations; and
- \$2,000,000 general aggregate.

The policy shall include the following:

- Coverage must be maintained three years following final completion of the PROJECT, or to the applicable statute of repose, whichever is less;
- No XCU exclusion;
- Independent Contractors;
- Contractual Liability;
- Delete contractual exclusion for work performed within 50 feet of railroad; and
- Additional Insured endorsements CG 20 33 and CG 20 37 or its equivalent on the primary and non-contributory basis.

All ELIGIBLE and ENROLLED PARTIES must submit CERTIFICATES of INSURANCE as required in sub-section C above.

Additional Insureds:

Except with regard to Professional Liability, and Workers' Compensation and Employer's Liability insurance, the following entities should be included as additional insured:

New York City School Construction Authority

30-30 Thomson Avenue, Long Island City, New York 11101

New York City Department of Education

52 Chambers Street, New York, New York 10007

The City of New York

100 Church Street, New York, New York 10007

Any additional entities as required by the New York City School Construction Authority

*For example, when performing WORK at a privately owned SITE the owner/landlord of such SITE shall be named as an Additional Insured.

Such additional insured endorsement for Commercial General Liability coverage shall be equivalent to ISO form CG 20 10, together with ISO form CG 20 37. The additional insured requirement for Commercial General Liability is for the duration of the CONTRACT and an additional three (3) years following Substantial Completion of the WORK.

Section Five

Contractor Responsibilities and Enrollment

Responsibilities

The CONTRACTORS/SUBCONTRACTORS are required to cooperate with ALL parties involved in the administration and operation of the OCIP such as SCA personnel, OCIP Administrator, insurance companies, claims adjusters, defense attorneys, investigators, and auditors.

CONTRACTOR/SUBCONTRACTOR responsibilities shall include, but not be limited to:

- Completion of Enrollment at time of contract agreement or through submission of Request for Insurance form;
- Compliance with the SCA Safety Manual and OCIP Insurance Manual;
- Compliance with incident/claim reporting procedures as outlined in this manual;
 - Completion and submission of SCA Bodily Injury/Illness and/or Property Damage Reporting Forms;
 - Completion of a NYS Workers' Compensation Board, C-2F Employer's First Report of Work-Related Injury/Illness Form;
- Include this OCIP Manual as a CONTRACT document to all Subcontractors;
- Make certain that all Subcontractors meet the PROJECT insurance requirements as described in the CONTRACT before they start work;
- Cooperate with the OCIP Administrator's requests for information;
- Maintain accurate records of their operations at the SITE;
- Permit the SCA and its representatives to examine and/or audit their books and records; and
- Provide any additional information to the SCA or its appointed representatives as required.
 - Overland Solutions is the current audit firm performing annual audits for CONTRACTORS/SUBCONTRACTORS enrolled in the SCA OCIP Program. CONTRACTORS/SUBCONTRACTORS must provide payroll information upon request from Overland Solutions' representative.

Enrollment

CONTRACTORS/SUBCONTRACTORS shall adhere to and follow all enrollment and incident/claim reporting procedures as outlined in this Manual and per protocols outlined in the Subcontractor Approval Process on the SCA website.

Prior to commencement of WORK all General Contractors, Subcontractors and Construction Management firms providing oversight to Mentor Program Subcontractors performing WORK on SCA SITES must be enrolled in the OCIP. General contractors and WICKS Subcontractors enroll by submitting a Request for Insurance upon prime contractor receipt of a Notice of Intent to Award from the SCA. Subcontractors enroll via submission of a Subcontractor Approval Form (SAF) in the SCA Vendor Access System (VAS). Mentor Program Subcontractors enroll by working with Construction Management firms to submit a Request for Insurance form.

Questions about enrollment can be emailed to the OCIP Project Administrator. Guidelines for enrollment can be found on the SCA website at <http://www.nycsca.org/Vendor/Insurance> and <http://www.nycsca.org/Vendor/Subcontractor>.

OCIP Termination or Modification

The SCA reserves the right to terminate or modify the OCIP. Written notice will be provided thirty (30) days prior to such action. If the SCA terminates or modifies the OCIP, CONTRACTORS/SUBCONTRACTORS shall obtain appropriate replacement insurance as required by the SCA and shall provide proof of such insurance prior to the termination or modification date.

Payroll and Audit Procedures

Insurance companies have the right to audit CONTRACTORS/SUBCONTRACTORS' records at any time during normal business hours. Insurance companies will report payroll and Workers' Compensation losses to the appropriate Rating Bureaus.

CONTRACTORS/SUBCONTRACTORS are required to:

- Maintain payroll information pertaining to SCA WORK for a period of no less than three (3) years after Substantial Completion of the WORK;
- Assign payroll to the proper Workers' Compensation classification. Records must show overtime pay and limit the payroll in accordance with the New York State Payroll Limitation Law; and
- Maintain payroll for SCA WORK separately from other operations.

Assignment of Premiums

The SCA will be responsible for the payment of all premiums associated with the OCIP and will be the sole recipient of any dividends and/or return premiums. CONTRACTORS agree to irrevocable assignment to, and for the benefit of the SCA, all return premiums, premium refunds, premium discounts, dividends, credits, and any other money due the SCA in connection with the OCIP.

CONTRACTORS further agree to require each SUBCONTRACTOR to execute the assignment for the benefit of the SCA.

Section Six

Safety & Loss Control Program

THE MISSION OF THE SCA SAFETY UNIT

EDUCATE SCA Personnel, General Contractors, and Subcontractors of current City, State, Federal and SCA mandated safety rules and regulations. Accident prevention will be an integral part of all Construction procedures.

ENFORCE all current applicable safety rules and regulations in a firm, fair and consistent manner.

PROVIDE optimal protection to the students, teachers, school personnel, and the general public during all new construction and renovation of NYC School Buildings. The SCA Safety Unit will seek to implement and maintain an effective and comprehensive safety program to prevent and/or reduce potential exposure to construction hazards and minimize accidents/incidents.

CONTRACTORS/SUBCONTRACTORS of all tiers are responsible to ensure the following:

- Obtain all permits and submit required safety plans to the SCA;
- Designate safety coordinators and representatives, competent persons, and emergency contacts;
- Comply with all City, State, and Federal safety laws and regulations;
- Comply with all policies and procedures outlined in the SCA Safety Manual;
- Cooperate with SCA Construction Management and Environmental and Regulatory Compliance Departments during pre-planning, inspections, audits, and accident investigations;
- Provide safety orientation for all new hires;
- Provide training and education to employees;
- Ensure all employees have documented proof of current and required safety training(s);
- Document and submit evidence of daily safety inspections and toolbox talk meetings;
- Provide approved and appropriate equipment for the PROJECT;
- Provide employees with all required personal protective equipment;
- Maintain PROJECT requirement safety documentation, communications, inspections and field employee sign-off in regards to compliance with the SCA safety program, as well as the Contractor's health & safety program, job hazard analysis and work plans, where required;
- Maintain proper control of hazardous products (HazCom Program, Storage and Use);
- Recognize and control excessive noise levels;
- Locate all underground utilities before work begins; and
- Provide required documentation to the Construction Management organization or General Contractor on a regular basis; and make available upon request.

Section Seven

Incident and Claims Reporting Procedures

Incident Management and Reporting

All CONTRACTORS/SUBCONTRACTORS shall strictly adhere to specific guidelines for the reporting of all incidents involving their own employees and any damage to property at the SITE.

In the event of an incident/accident:

- Instruct their employees to immediately report all incidents to their company supervisor.
- **IF THE INCIDENT OR ACCIDENT IS AN EMERGENCY, IMMEDIATELY CALL 911.**
- If the incident involves an injury or illness, the supervisor, any designated safety personnel, and/or competent person should attend to the injured or ill individual(s) until Emergency Services arrives.
- **If 911 is called, immediately notify the Chief Project Officer. If the Chief is not available, immediately contact the Vice President for Construction Management.**
- Immediately following a 911 call and for all other incidents:
 - Contact the assigned Project Officer.
 - If the Project Officer is unavailable, contact the Senior Project Officer or the Chief Project Officer.
 - You **must** speak with someone working in SCA Construction Management.
 - Notify the Safety and Insurance divisions by sending an email to noticeofaccident@nycsca.org.
 - Secure incident area for safety.
 - Complete and submit the appropriate form(s) – SCA Bodily Injury/Illness Reporting Form and/or Property Damage Reporting Form.
 - Any work place injury also requires a completed C-2F Form.
 - Secure documentation for inspection and potential investigation.
 - Call the SCA insurance hotline Monday-Friday, between 8:30am-5pm with any questions - **(718) 472-8778.**
- Provide, upon request, any additional information regarding the incident and cooperate fully in all incident and claim-related investigations.

Any fines assessed for claims which are reported late are the responsibility of the CONTRACTOR or SUBCONTRACTOR who failed to timely report the claim.

Remember to report all bodily injury or illness and property damage incidents to noticeofaccident@nycsca.org.

The above is also detailed on the SCA Website: “Report an Incident”

<http://www.nycsca.org/Vendor/Insurance#Report-an-Incident-Accident-346>

Immediately report any lawsuits or legal paperwork received to Marsh & the SCA:

CLAIMS REPORTING	Jasmati (Cindy) Shah jasmati.shah@marsh.com	718-752-5315
	Marcin Wojtanowski marcin.wojtanowski@marsh.com	718-752-5329

This following section describes basic procedures for reporting various types of claims: Workers’ Compensation, liability, and property damage and automobile accidents.

Workers’ Compensation Claim Reporting

The employer of an injured party **MUST** complete and submit a NYS Workers’ Compensation Board C-2F, Employer’s First Report of Work-Related Injury/Illness form, and an SCA Bodily Injury/Illness Reporting Form within **24 hours** to noticeofaccident@nycsca.org.

CONTRACTORS/SUBCONTRACTORS must include the school name, borough, and SCA contract number. One copy of the C-2F must be retained by the employer and another copy must be provided to the SCA Project Officer and/or Construction Manager.

All subsequent return to work notes medical or any other information or correspondence related to the injured employee should be sent to the SCA **Claims Reporting team** (see Section 2, *Directory*).

The immediate reporting of all accidents or circumstances which might lead to or involve a claim is a requirement of the OCIP. Non-compliance could result in denial of an equitable disposition of the situation by the insurance carrier(s). **When in doubt, refer all questions regarding the reporting of a claim to the OCIP Project Administrator.**

*****Post injury response is critical for both the employee and the employer. Each injured employee must be attended to and subject to an orderly procedure from the time they are injured until they return to work.*****

***** NEVER WITHHOLD REPORTING AN INCIDENT *****

The following requirements (for specific circumstances) shall be adhered to by all ENROLLED PARTIES.

Investigation Assistance

All CONTRACTORS/SUBCONTRACTORS will assist in the investigation of any accident or incident involving injury/illness to persons or damage to property. All CONTRACTORS/ SUBCONTRACTORS will cooperate with SCA personnel, claims adjusters, defense attorneys and investigators by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

Workers' Compensation Injuries/Illnesses - Prompt Medical Care

As mentioned above in the Incident Management and Reporting section, if the injury or illness is serious or life threatening, a designated competent person at the SITE must take charge and administer prompt medical care to the injured deciding the method of treatment, transportation and destination.

If the injury or illness is sufficiently grave or life threatening a designated competent person at the SITE must call or have someone call 911 to request Emergency Medical Services (EMS). The designated competent person at the SITE will assign a person to direct the EMS to the injured. EMS should administer medical care to the injured and provide transportation to the medical facility. Except in overriding danger to life of the injured person; do not move the injured or ill individual. Rescue and transportation should be attempted only by those trained in the evacuation of any injured person(s) at the site. Exceptional care must be exercised when rendering first aid or transporting the injured if:

- Unconscious or experiencing any form of seizure;
- Has sustained a head, neck, back or internal injuries;
- Show clear signs of broken bone(s); and/or
- Appears to have sustained a stroke or heart attack

If 911 is called, immediately notify the Chief Project Officer. If the Chief is not available, immediately contact the Vice President for Construction Management.

In the event of a non-serious injury, the employee's Supervisor should provide first aid, report the injury to the Project Officer, to noticeofaccident@nycsca.org and record the incident in the CONTRACTOR/ SUBCONTRACTOR First Aid Log. If the employee's Supervisor is unable to attend to the injured employee's needs, the injured employee should be escorted to the Project Officer or Construction Management firm in charge of the SITE.

General Liability Claim Reporting

Personal injury/illness or property damage sustained by a third party constitutes a reportable event. For all such incidents, all CONTRACTORS/SUBCONTRACTORS are required to notify the Project Officer, Senior Project Officer or Chief Project Officer and submit an injury/illness or a property damage reporting form (depending on the incident), and forward it to noticeofaccident@nycsca.org.

As mentioned above, if 911 is called, for serious injury/illness OR significant damage to property, immediately notify the Chief Project Officer. If the Chief is not available, immediately contact the Vice President for Construction Management.

Coverage will respond to any bodily injury or property damage claim for which SPONSOR, its agents, contractors or subcontractors are held legally liable to pay, and for associated defense costs incurred.

NOTE: All available facts and information, including the names of witnesses, must be secured as soon as possible while such information remains available. Unless prompt action is taken in this respect, witnesses disappear, facts become obscure and the further handling of the claim may be prejudiced.

Automobile Incident and Claim Reporting

No coverage is provided for automobile accidents under the OCIP, including loading or unloading. It is the sole responsibility of each CONTRACTOR/SUBCONTRACTOR to report accidents involving their automobiles to their own insurers.

However, all auto-related accidents occurring in or around the SITE must be reported to noticeofaccident@nycsca.org. These accidents will be investigated with regard to any liability arising out of the SITE construction activities that could result in future claims (e.g., due to the conditions of the roads). Each CONTRACTOR/SUBCONTRACTOR shall cooperate in the investigation of all automobile accidents.

Incident Forms & Guidelines for Claim Related Occurrences

Description	Supplemental Document <i>(double click on paperclip to open document)</i>
Incident Response & Accident Investigation Guidelines	SCA OCIP - Incident Response and Investigation Guidelines.pdf (windows.net)
SCA Bodily Injury-Illness Reporting Form	Injury-Illness Reporting Form.pdf (windows.net)
Property Damage Reporting Form	Property Damage Reporting Form.pdf (windows.net)
First Script First Fill GB (pharmacy prescription)	
GB Pharmacy List – English version	
GB Pharmacy List – Spanish version	
GB Pharmacy List – Polish version	



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