



**BECHTEL JACOBS COMPANY LLC**

***Insurance Program Manual***

September 1, 2003

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## INTRODUCTION

Parts I and II of this manual identify, define, and assign responsibilities and requirements related to the administration of the Oak Ridge Management & Integration Insurance Program (MIIP) for the Bechtel Jacobs Company LLC Oak Ridge Management & Integration Contract. (See Appendix 1 for Guidelines.)

Part III identifies, defines, and assigns responsibilities and requirements for those subcontractors who are not included in the MIIP. (See Appendix 1.)

***This manual applies to all Subcontractors and their subtier Subcontractors at all levels.***

The manual:

- ◆ Describes the Insurance Program and details the insurance-related responsibilities and requirements of the various parties involved;
- ◆ Provides readers with a basic understanding of the Insurance Program structure and operation, with an overview of coverage required or provided and guidelines for carrying out specific administrative 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 insurance program and their areas of expertise. Please feel free to call with any questions;
- ◆ Will be updated as changes dictate during the course of this subcontract;
- ◆ Does not and is not intended to provide coverage interpretations. The terms and conditions of the policies alone govern how coverage is applied.

**Frequently Asked Questions (FAQs)** are accessible on our website [www.bechteljacobs.com/info](http://www.bechteljacobs.com/info) under “Insurance Program.”

# PART 1 – MIIP ADMINISTRATION

## ADMINISTRATION DIRECTORY

### RISK MANAGEMENT

General information regarding subcontractor insurance and the MIIP

To contact the Insurance Program Administrator, see [www.bechteljacobs.com/info](http://www.bechteljacobs.com/info) under “Insurance Program”.

### CLAIMS

Workers Compensation, General Liability & Auto Liability (DOE furnished vehicles only)

To file a claim, see [www.bechteljacobs.com/info](http://www.bechteljacobs.com/info) under “Insurance Program”.

## DEFINITIONS

<b>Acord Form</b>	Standardized Property and Casualty insurance document created to gather and disseminate information relating to exposures specific to an organization's operations
<b>BJC</b>	Bechtel Jacobs Company LLC
<b>Certificate of Insurance</b>	Written evidence of the existence of coverage and the terms of a particular insurance policy.
<b>Covered Activities</b>	Those activities performed under the M&I Contracts related to the Oak Ridge, TN, Paducah, KY and Portsmouth, OH project sites. The MIIP does not apply to, provide or require insurance coverage for other non-M&I related contracts of any Subcontractor.
<b>Covered Locations</b>	Includes BJC operations performed onsite at Oak Ridge, Paducah and Portsmouth project sites. Excludes operations performed offsite and/or in leased facilities (e.g. CROET). Applies to all Subcontractors at all tier levels.
<b>CROET</b>	Community Reuse Organization of East Tennessee; develops and subleases property and equipment owned by DOE. Located in the East Tennessee Technology Park (ETTP).
<b>Enrolled Subcontractor</b>	See <b>Insured</b> , below.
<b>ETTP</b>	East Tennessee Technology Park
<b>Insured</b>	DOE, Bechtel Jacobs Company LLC, Contractors, and Subcontractors of any tier who are properly enrolled in the MIIP and who have been named in a policy, certificate of insurance, or advice of insurance signed by an authorized representative of an Insurer.

**Insurer (MIIP)** American International Group – Workers Compensation, General Liability & Auto Liability (DOE vehicles only)

**M&I Contracts** Management and Integration Contract (Oak Ridge) 05-98OR22700  
Management and Integration Contract  
(Paducah & Portsmouth) 05-03OR22980

**Management & Integration  
Insurance Program  
(MIIP)**

The Program under which Workers' Compensation, Employer's Liability, General Liability and Auto Liability (DOE furnished vehicles only) are procured or provided by Bechtel Jacobs Company LLC on behalf of DOE for Subcontractors and subtier Subcontractors, who have been properly enrolled, while performing operations under the M&I Contract related to the Oak Ridge, TN, Paducah, KY and Portsmouth, OH project sites.

**MIIP  
Administrator** Bechtel Jacobs Company LLC

## Summary of Coverages

Bechtel Jacobs Company LLC on behalf of DOE, at its sole expense, has implemented a Management and Integration Insurance Program (MIIP) to furnish certain insurance coverages as respects work performed under the M&I Contracts related to the Oak Ridge, TN, Paducah, KY and Portsmouth, OH project sites.

### Who is Covered and Where

The Program will be only for the benefit of DOE, Bechtel Jacobs Company LLC and Subcontractors of all tiers who have been properly enrolled in the Program. Coverage applies only to work performed under the M&I Contracts related to the Oak Ridge, TN, Paducah, KY and Portsmouth, OH project sites.

### Eligibility Requirements for the MIIP Program

(See Appendix 1 Classification Guidelines)

- Subcontractors who are onsite (CROET facilities are considered offsite)
- Subcontract value of more than \$25,000.
- Continuity in operations (on site more than 4 hours, more than one time)

### Who is Not Covered and Where

The MIIP does not apply to Subcontractor employees while working on other projects not related to the Oak Ridge, TN, Paducah, KY or Portsmouth, OH project sites. The MIIP does not cover operations conducted offsite or at a CROET leased facility.

### Other Insurance

While the MIIP is intended to provide broad coverages and high limits, the MIIP is not intended to meet all the insurance needs of a Subcontractor. We recommend that each Subcontractor discuss the MIIP with their insurance agent or consultant to assure that other proper coverages are maintained.

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## MIIP PROVIDED COVERAGE

Prior to commencement of Work, BECHTEL JACOBS COMPANY LLC on behalf of DOE shall take out, pay for, carry and maintain, during the performance of the Work, except as otherwise provided herein, the following Management and Integration Insurance Program (MIIP):

### I. Workers' Compensation and Employer's Liability Insurance

Scope of Coverage:

- A. Operations Work of an enrolled Subcontractor or subtier Subcontractor of any tier performed under the M&I Contracts related to the Oak Ridge, TN and Paducah, KY project sites. Coverage applies to all Subcontractor employees falling under the Workers' Compensation laws of Tennessee or Kentucky. Coverage for the State of Ohio is not provided under the MIIP for Workers Compensation and Employer's Liability.

Note: Coverage is provided for all travel (by TN & KY based employees) related to work performed under the M&I Contracts for properly enrolled Subcontractors.

- B. Insureds Bechtel Jacobs Company LLC, Department of Energy (DOE), and enrolled Subcontractors of all tiers.  
(Each enrolled Subcontractor will be issued a policy.)

C. Limits

1. Workers' Compensation  
According to state statute in Tennessee or Kentucky
2. Employer's Liability
  - \$2,000,000 Each Accident
  - \$2,000,000 Each Employee
  - \$2,000,000 Policy Limit - Disease

### Effect on Future Experience Modifications:

All premium and loss experience incurred by each enrolled Subcontractor will be reported to the National Council on Compensation Insurance (NCCI), and used in the normal manner for calculating future experience modifiers.

## II. Commercial General Liability

### Scope of Coverage

- A. Operations Work of an enrolled Subcontractor or subtier Subcontractor of any tier performed under the M&I Contracts related to the Oak Ridge, TN, Paducah, KY and Portsmouth, OH project sites.
- B. Insured DOE, Bechtel Jacobs Company LLC and enrolled Subcontractors of all tiers.
- C. Limits \$50,000,000 Each Occurrence.
- D. Coverage and Terms - 1996 ISO CGL Form including (but not limited to):
  - 1. Products & Completed Operations (5 years beyond project completion)
  - 2. Contractual Liability
  - 3. Amended Other Insurance Clause to indicate primary insurance
  - 4. Independent Contractor's Liability
  - 5. Personal Injury
  - 6. Designated Project Endorsement
  - 7. Cross Liability
  - 8. Architects, Engineers, Surveyors Professional LiabilityExclusion

## III. Automobile Liability

## Scope of Coverage

- A. Operations Work of an enrolled Subcontractor or subtier Subcontractor of any tier performed under the M&I Contracts related to the Oak Ridge, TN Paducah, KY and Portsmouth, OH project sites, **but only while using DOE furnished vehicles.**
  
- B. Insured DOE, Bechtel Jacobs Company LLC and enrolled Subcontractors of all tiers, **but only while using DOE furnished vehicles.**
  
- C. Limits \$5,000,000 Each Occurrence.
  
- D. Coverage and Terms - including:
  - 1. MCS-90 Endorsement

Bechtel Jacobs Company LLC shall deliver to Subcontractor, evidence of the MIIP insurance in the form of a certificate of insurance for Workers' Compensation, Commercial General Liability and, if applicable, Auto Liability for DOE vehicles. In due course, Bechtel Jacobs Company LLC also shall deliver to Subcontractor an insurance policy for Workers' Compensation insurance.

## SUBCONTRACTOR PROVIDED COVERAGE

Unless otherwise specified in the Subcontract, and without duplicating any insurance furnished by Bechtel Jacobs Company LLC to Subcontractor in the **MIIP PROVIDED INSURANCE COVERAGE** section above, Subcontractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance with limits not less than those set forth below with insurers and under forms of policies and with insurers satisfactory to Bechtel Jacobs Company LLC. Subcontractor shall submit to Bechtel Jacobs Company LLC no later than ten (10) calendar days after Subcontract award, but in any event prior to commencing the Work or entering the Project Site, certificates of insurance (including appropriate endorsements) as evidence that policies providing such coverage and limits of insurance are in full force and effect. Certificates shall be issued in a form acceptable to Bechtel Jacobs Company LLC and provide that not less than thirty (30) calendar days advance written notice will be given to Bechtel Jacobs Company LLC prior to cancellation, termination or material alteration of said policies of insurance. Certificates shall identify on their face the project name and the applicable Subcontract number.

### 1. Standard Coverage:

- a. Workers' Compensation as required by any applicable law or regulation **FOR ALL EMPLOYEES FALLING OUTSIDE OF THE WORKERS' COMPENSATION LAWS OF TENNESSEE OR KENTUCKY AND FOR WORK OUTSIDE OF THE M&I CONTRACTS. COVERAGE FOR OHIO MUST BE OBTAINED THROUGH THE OHIO BUREAU OF WORKERS' COMPENSATION OR BY APPROVED SELF-INSURANCE.**

If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

- b. Employer's Liability of not less than:

\$1,000,000 each accident  
\$1,000,000 each employee  
\$1,000,000 policy limit - disease

c. Commercial General Liability Insurance

(1) Coverage

Subcontractor shall carry Commercial General Liability Insurance (“occurrence form”) covering all operations by or on behalf of **SUBCONTRACTOR FOR ALL WORK OUTSIDE OF THE M&I CONTRACTS**, providing insurance for bodily injury liability and property damage liability and including coverage for:

- (a) Premises and Operations
- (b) Products and Completed Operations
- (c) Contractual Liability
- (d) Broad Form Property Damage (including Completed Operations)
- (e) Explosion, Collapse and Underground Hazards
- (f) Personal Injury Liability

(2) Policy Limits

The limits of liability for bodily injury, property damage, and personal injury shall be not less than:

\$1,000,000	Combined single limits for Bodily Injury and Property Damage each occurrence
\$1,000,000	Personal Injury limits each occurrence
\$1,000,000	Products-Completed Operations Annual Aggregate Limit
\$1,000,000	General Annual Aggregate limits (other than Products-Completed Operations)

- d. Automobile Liability Insurance including coverage for the operation of any non-DOE vehicle, **AT OR AWAY FROM THE PROJECT SITE**, including but not limited to, owned, hired and non-owned automobiles.

The combined single limit for Bodily Injury and Property Damage Liability shall be not less than \$1,000,000 for any one accident or loss

Subcontractor’s Automobile Liability Insurance shall include coverage for Automobile Contractual Liability.

- e) **DOE and BJC shall be included as Additional Insureds** under policies evidenced above, except for Worker's Compensation, but only with respect to liability arising out of operation for DOE and BJC by or for the Subcontractor. Such insurance shall be primary and any other insurance maintained by the additional insured excess thereto; and shall provide for an insurer's waiver of subrogation in favor of the Additional Insureds.

## 2. Special Operations Coverage:

Should any of the Work:

- a) Involve watercraft owned and operated by Subcontractor, liability arising out of such watercraft shall be insured by Commercial General Liability Insurance or by equivalent insurance such as Protection and Indemnity Insurance with a combined single limit for Bodily Injury and Property Damage Liability of not less than \$10,000,000 each occurrence. Such insurance shall name Bechtel Jacobs Company LLC and DOE as Additional Insureds, state that it is primary insurance as regards any other insurance maintained for or by the Additional Insureds, and contain a cross-liability or severability of interest clause. If the hull is insured, such insurance shall provide for an insurer's waiver of subrogation rights in favor of Bechtel Jacobs Company LLC and DOE.
- b) Involve aircraft (fixed wing or helicopter) owned, operated or chartered by the Subcontractor, liability arising out of such aircraft shall be insured for a combined single limit of not less than \$10,000,000 each occurrence and such limit shall apply to Bodily Injury (including passengers) and Property Damage Liability. Such insurance shall name Bechtel Jacobs Company LLC and DOE as additional insureds, state that it is primary insurance as regards the additional insureds and contain a cross-liability or severability of interest clause. If the aircraft is insured, such insurance shall provide for an insurer's waiver of subrogation rights in favor of Bechtel Jacobs Company LLC and DOE.
- c) Involve the hauling of property in excess of \$300,000 in value, Subcontractor shall also carry "All Risk" Transit Insurance, or "All Risk" Motor Truck Cargo Insurance, or such similar form of insurance that will insure against physical loss or damage to the property being transported, moved or handled by Subcontractor pursuant to the terms of this Subcontract. Such insurance shall provide a limit of not less than the replacement cost of the highest value being moved. Such insurance shall name Bechtel Jacobs Company LLC and DOE as additional insureds; state that it is primary insurance as regards the additional insureds; such insurance shall provide for an insurer's waiver of subrogation rights in favor of Bechtel Jacobs Company LLC and DOE.
- d) Involve investigation, removal or remedial action concerning the actual or threatened escape of hazardous substances or involve construction of property or

equipment designed for environmental uses, Subcontractor shall also carry Contractor's Pollution Liability Insurance in an amount not less than \$2,000,000 per occurrence/annual aggregate. Such insurance shall provide coverage for both sudden and gradual occurrences arising from the Work performed under this subcontract. If Completed Operations is limited in the policy, such Completed Operation Coverage shall be for a period of not less than five (5) years. Such insurance shall name Bechtel Jacobs Company LLC and DOE as additional insureds; state that it is primary insurance as regards the additional insureds; such insurance shall provide for an insurer's waiver of subrogation rights in favor of Bechtel Jacobs Company LLC and DOE.

- e) Involve inspection, handling or removing of asbestos, Subcontractor shall also carry Asbestos Liability Insurance in an amount of not less than \$2,000,000 per occurrence/annual aggregate. The policy shall be written on an "Occurrence Basis" with no sunset clause. Such insurance shall name Bechtel Jacobs Company LLC and DOE as additional insureds; state that it is primary insurance as regards the additional insureds; such insurance shall provide for an insurer's waiver of subrogation rights in favor of Bechtel Jacobs Company LLC and DOE.
- f) Involve treatment, storage or disposal of hazardous wastes at an off-site location, Subcontractor shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Environmental Liability Insurance in the amount of not less than \$5,000,000 per occurrence/annual aggregate.
- g) Involve transporting hazardous substances, Subcontractor shall also carry Business Automobile Insurance covering liability arising out of the transportation of hazardous materials (non-DOE vehicles only) in an amount not less than \$5,000,000 per occurrence. Such policy shall include Motor Carrier Endorsement MCS-90. **NEITHER BECHTEL JACOBS COMPANY LLC NOR DOE IS TO BE NAMED AN ADDITIONAL INSURED.**
- h) Involve engineering, consulting or other professional services, Subcontractor shall also carry Errors and Omissions or Professional Liability Insurance in an amount not less than \$2,000,000 per occurrence/annual aggregate. If environmental work is involved, the policy must not contain any exclusions for pollution related incidents.

### 3. Related Obligations:

- a) The requirements contained herein as to types and limits, as well as Bechtel Jacobs Company LLC'S approval of insurance coverage to be maintained by Subcontractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Subcontractor under this Subcontract.
- b) The Certificate of Insurance must provide clear evidence that Subcontractor's Insurance Policies contain the minimum limits of coverage and the special provisions prescribed in the SUBCONTRACTOR PROVIDED INSURANCE section.
- c) In the event Subcontractor maintains insurance against physical loss or damage to Subcontractor's construction equipment and tools; such insurance shall include an insurer's waiver of rights of subrogation in favor of Bechtel Jacobs Company LLC and DOE.
- d) Subcontractor shall commence no Work of any kind under this Subcontract until all Subcontractor insurance requirements contained in this Subcontract have been complied with as outlined herein, and until evidence of such compliance reasonably satisfactory to Bechtel Jacobs Company LLC as to form and content has been filed with Bechtel Jacobs Company LLC. The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance.
- e) Subcontractor shall warrant that each and every insurance agent acting as Authorized Representative on behalf of an insurance company affording coverage required of Subcontractor under this Subcontract when signing the Acord Certificate of Insurance has been authorized by the Companies to bind coverage as required and to execute the Acord Certificate of Insurance as evidence of such coverage. Further to this warranty, each and every insurance agent, when signing the Acord Certificate of Insurance is licensed to do business in the States in which the Work is performed and that the Company or Companies are currently in good standing in such States.
- f) Bechtel Jacobs Company LLC shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any insurance required of Subcontractor by this Subcontract. Non-payment of premium shall require ten (10) days'

notice of cancellation. Confirmation of this mandatory thirty (30) days notice of cancellation shall appear on the Acord Certificate of Insurance and on any and all insurance policies required by Subcontract. Updated certificate(s) of insurance must be provided prior to the expiration of any policies required by this Subcontract.

- g) Subcontractor agrees to cooperate with Bechtel Jacobs Company LLC and MIIP insurers in regard to forms required, claims, and to provide any other assistance necessary to implement and administer the MIIP.
  
- h) Subcontractor agrees those any and all returns of premium, dividends, discounts, or other adjustments to any MIIP required policy are assigned and transferred to Bechtel Jacobs Company LLC. This assignment pertains to the MIIP policies as now written and as subsequently modified, rewritten or replaced by the insurance company, including any additional amounts or coverage as a result thereof. Subcontractor's rights to policy cancellation of MIIP required policies are also assigned to Bechtel Jacobs Company LLC. This assignment is only valid for MIIP insurance policies whose premiums have been paid by the Bechtel Jacobs Company LLC on behalf of Subcontractor.
  
- i) Subcontractor shall incorporate a copy of all **SUBCONTRACTOR PROVIDED INSURANCE** requirements into each and every subcontract with each and every Subcontractor (except as noted in the Eligibility Requirements for the MIIP Program and Appendix 1) of this manual) at any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Subcontractor agrees that if for any reason a lower tier Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Subcontractor.

## NOTIFICATIONS

In accordance with the submittal requirements outlined in the lead-in to the **SUBCONTRACTOR PROVIDED INSURANCE** section above, SUBCONTRACTOR shall submit the original and one (1) copy of the Certificate(s) of Insurance to the Subcontractor Technical Representative (STR). All subsequent notices of renewal, cancellation, termination or alteration of Subcontractor's policies shall be sent to the following:

### **PERICULUM SERVICES GROUP**

See [www.bechteljacobs.com/info](http://www.bechteljacobs.com/info) under "Insurance Program" for contact information

PDCC will send all **Certificates of Insurance**, attached to the **Insurance Scope Determination Form (SDF)** and the **Submittal Status Sheet** to the above address.

Send all **MIIP forms** to:

### **BJC Insurance Program Administrator**

See [www.bechteljacobs.com/info](http://www.bechteljacobs.com/info) under "Insurance Program" for contact information

## SUBCONTRACTOR RESPONSIBILITIES

1. The Subcontractor is required to cooperate with Bechtel Jacobs Company LLC and the MIIP Administrator on the administration and operation of the MIIP. The Subcontractor's responsibilities shall include, but are not limited to:
  - Inclusion of the MIIP provisions in all subcontracts of any tier.
  - Timely and periodic submittal of necessary contract, operations, and insurance information, to include Subcontractor's certificates of insurance (COI) at renewal and/or at any change in the Subcontractor's insurance program or provider.
  - Immediate notification to STR of all subcontracts of any tier awarded;
  - Timely submission of MIIP enrollment forms for all subtier subcontracts awarded;
  - Compliance of all Subcontractors of all tiers to the requirements herein;
  - Cooperation with the MIIP Insurer for collection of records necessary for premium computation (annual audit following the April 1 expiration of MIIP policies).
  
2. Failure to meet these responsibilities may result in suspension of payment for the contracted work

## ADMINISTRATION OF THE MIIP

Administration is an integral part of the success of the MIIP. Subcontractors must be properly enrolled in the MIIP before access to the project site is allowed. Enrollment forms are found in Appendix 2.

### 1. To properly manage the MIIP, the following procedures must be followed:

- Upon execution of a primary subcontract by Bechtel Jacobs Company LLC, the STR will complete the **Notice of Subcontract Award (Form 1)** and submit it to the Insurance Administrator. **Note:** The “Start Date” indicated on the subcontract award form is the date that the Subcontractor is expected to begin operations at the project site and is the date coverage will be effective under the Program. If the Subcontractor has already started work at the project site, then the effective date of coverage will be agreed to by Bechtel Jacobs Company LLC and Subcontractor.
- When an enrolled Subcontractor of any tier awards a subcontract, **Notice of Subcontract Award (Form 1)** will be submitted by the awarding subcontractor to the Insurance Administrator through the STR. Each awarding Subcontractor will be responsible for furnishing copies of the MIIP Manual to all their Subcontractors, and for assisting in securing the required enrollment and payroll/premium information from Subcontractors of all tiers.
- Subcontractors of any tier who are to be enrolled in the Program will also be required to complete the **Subcontractor Enrollment Forms (Form 2A and 2B)** before execution of a subcontract. The Subcontractor should contact their insurance agent for assistance in completing Sections II and III on the **Form 2A**. This form must be promptly completed and signed by Subcontractor and submitted to the Insurance Administrator through the STR, along with **Certificates of Insurance** evidencing Subcontractor provided coverage.
- Before enrollment in the MIIP, each Subcontractor of any tier must furnish the Insurance Administrator through the STR with the **Form 1** and **Forms 2A and B**. The STR will send the Certificate of Insurance evidencing Subcontractor provided coverages to Periculum Services Group (See **NOTIFICATIONS** Section).
- Upon receipt of the **Notice of Subcontract Award (Form 1)**, the **Subcontractor Enrollment Form (Form 2A and B)**, and the Certificate(s) of Insurance evidencing the Subcontractor provided coverages, Insurance Administrator will authorize issuance of a Certificate of Insurance, if requested by the Subcontractor.

2. **If a Subcontractor has been awarded more than one subcontract on this project,** Forms 1, 2A and 2B must be completed by the Awarding Subcontractor for **each** subcontract and submitted to the Insurance Administrator.
  
3. **Payroll Reporting and Audits.** Payroll information will be collected by the MIIP Insurer during an annual audit process following the expiration of the program insurance policies on April 1 of every year. The audit may be conducted on-site at the Subcontractor's office or by telephone or mail.
  
4. **Insurance Scope Determination Form (SDF, Appendix 3)**
  - The STR will complete the SDF for each primary subcontract awarded
  
  - Each awarding Subcontractor will complete the SDF for each subtier subcontract awarded. The primary Subcontractor will return the completed SDF to the STR for review.
  
  - All Subcontractors at all tiers are required to provide Basic Insurance coverage as indicated on the SDF and found under **SUBCONTRACTOR PROVIDED COVERAGE** in the manual. If the primary Subcontractor is required to provide additional Special Coverage (Items 2-9 on the SDF and detailed under **SPECIAL OPERATIONS COVERAGE** in the manual), all subtier Subcontractors are also required to provide the specified Special Coverage, **unless** the awarding Subcontractor, with STR concurrence, determines that the Special Coverage is not required.
  
  - The STR will attach the completed SDF to the certificate of insurance for each subtier Subcontractor when submitting the certificate for insurance verification.

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## PART II -- CLAIMS PROCEDURES

This section of the manual explains the procedures to be followed in the event of a claim. It is important that Bechtel Jacobs Company LLC is **immediately** notified of any claims situation.

### 1. WHO TO CALL:

**Workers Compensation, General Liability & Auto Liability (DOE furnished vehicles only):**

Please go to the website [www.bechteljacobs.com/info](http://www.bechteljacobs.com/info) under "Insurance Program".

## 2. WHAT TO DO

- A. ***What to do if one of your employees is injured on the job site.*** It is important to report all accidents immediately, even if the employee does not appear injured.
- ◆ Immediately notify Subcontractor supervisor or foreman. The supervisor or foreman should then notify Bechtel Jacobs Company LLC's Subcontract Technical Representative (STR) and the Environment, Safety & Health (ES&H) Representative.
  - ◆ After notifying Bechtel Jacobs Company LLC, each Subcontractor will transport the injured employee to the ETPP Medical Office (for work at ETPP, Y12 or X10) or the designated medical facility at the Paducah, KY site. Coverage for worker's compensation insurance is not provided under the MIIP for Ohio.
  - ◆ For accidents of any kind, supervisors are required to also complete a Supervisor Incident/Accident Investigation Report. These should be completed and submitted to the STR within 2 working days.
  - ◆ Injured employees returning to the job site must report to the Subcontractor ES&H Representative with a Doctor issued Medical Status Report. These shall be completed and submitted to the STR within 24 hours.
- B. ***What to do if you are involved in an accident other than injury to your employee.*** (Examples: general liability, property damage, and injuries to others).
- ◆ Immediately notify the Subcontractor supervisor or foreman. Supervisor or foreman then notifies the STR and Bechtel Jacobs Company LLC's MIIP Administrator.
  - ◆ Subcontractor supervisor or foreman completes Supervisor Incident/Accident Investigation Report form and submits immediately to the STR and Bechtel Jacobs Company's MIIP Administrator.

### **3. WHERE TO TAKE AN INJURED PERSON**

#### **C. Oak Ridge Medical Facilities:**

- ETTP Health Services (for work at any site).
- Methodist Medical Center (for after hours or off-shift work).

#### **D. Paducah Medical Facilities:**

- Kentucky Law provides that injured workers may select physician of choice. On-site medical facilities are available.

#### **E. Portsmouth Medical Facilities:**

- The MIIP does not provide Workers' Compensation coverage or medical treatment in Ohio. Subcontractor must arrange for medical treatment if necessary.

# **PART III – NON-ENROLLED SUBCONTRACTORS**

## **ADMINISTRATION DIRECTORY**

### **RISK MANAGEMENT**

General information regarding subcontractor insurance

To contact the Insurance Program Administrator, see [www.bechteljacobs.com/info](http://www.bechteljacobs.com/info) under “Insurance Program”.

## DEFINITIONS

<b>Acord Form</b>	Standardized Property and Casualty insurance document created to gather and disseminate information relating to exposures specific to an organization's operations
<b>BJC Certificate of Insurance</b>	Bechtel Jacobs Company LLC Written evidence of the existence of coverage and the terms of a particular insurance policy.
<b>CROET</b>	Community Reuse Organization of East Tennessee; develops and subleases property and equipment owned by DOE. Located in the East Tennessee Technology Park (ETTP).
<b>ETTP</b>	East Tennessee Technology Park
<b>Insured</b>	DOE, Bechtel Jacobs Company LLC, Contractors, and Subcontractors of any tier who have been named in a policy, certificate of insurance, or advice of insurance signed by an authorized representative of an Insurer.
<b>Insurance Program</b>	The program under which Worker's Compensation, Employer's Liability, General Liability and Auto Liability requirements are defined and addressed for subcontractors at any tier while performing operations under the M&I contracts. It defines insurance requirements for subcontractors not covered under the wrap-up portion of the program.
<b>Insurance Program Administrator</b>	Bechtel Jacobs Company LLC
<b>M&amp;I Contract</b>	Management and Integration Contract (Oak Ridge) 05-98OR22700 Management and Integration Contract (Paducah & Portsmouth) 05-03OR22980
<b>Non-enrolled Subcontractors</b>	Subcontractors of any subtier while working on other projects not related to the Oak Ridge, TN, Paducah, KY, or Portsmouth, OH project sites or whose operations are conducted offsite or at a leased facility (including CROET).

# SUBCONTRACTOR PROVIDED COVERAGE

Unless otherwise specified in the Subcontract, Subcontractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance with limits not less than those set forth below with insurers and under forms of policies and with insurers satisfactory to Bechtel Jacobs Company LLC. Subcontractor shall submit to Bechtel Jacobs Company LLC no later than ten (10) calendar days after Subcontract award, but in any event prior to commencing the Work or entering the Project Site, certificates of insurance (including appropriate endorsements) as evidence that policies providing such coverage and limits of insurance are in full force and effect. Certificates shall be issued in a form acceptable to Bechtel Jacobs Company LLC and provide that not less than thirty (30) calendar days advance written notice will be given to Bechtel Jacobs Company LLC prior to cancellation, termination or material alteration of said policies of insurance. Certificates shall identify on their face the project name and the applicable Subcontract number.

## 1. Standard Coverage:

- a. Workers' Compensation as required by any applicable law or regulation FOR ALL EMPLOYEES FALLING OUTSIDE OF THE WORKERS' COMPENSATION LAWS OF TENNESSEE OR KENTUCKY AND FOR WORK OUTSIDE OF THE M&I CONTRACTS. COVERAGE FOR OHIO MUST BE OBTAINED THROUGH THE OHIO BUREAU OF WORKERS' COMPENSATION OR BY APPROVED SELF-INSURANCE.

If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

- b. Employer's Liability of not less than:

\$1,000,000 each accident  
\$1,000,000 each employee  
\$1,000,000 policy limit - disease

- c. Commercial General Liability Insurance

### (1) Coverage

Subcontractor shall carry Commercial General Liability Insurance ("occurrence form") covering all operations by or on behalf of

**SUBCONTRACTOR FOR ALL WORK OUTSIDE OF THE M&I**

**CONTRACTS**, providing insurance for bodily injury liability and property damage liability and including coverage for:

- (a) Premises and Operations
- (b) Products and Completed Operations
- (c) Contractual Liability
- (d) Broad Form Property Damage (including Completed Operations)
- (e) Explosion, Collapse and Underground Hazards
- (f) Personal Injury Liability

(2) Policy Limits

The limits of liability for bodily injury, property damage, and personal injury shall be not less than:

\$1,000,000	Combined single limits for Bodily Injury and Property Damage each occurrence
\$1,000,000	Personal Injury limits each occurrence
\$1,000,000	Products-Completed Operations Annual Aggregate Limit
\$1,000,000	General Annual Aggregate limits (other than Products-Completed Operations)

- d. Automobile Liability Insurance including coverage for the operation of any non-DOE vehicle, **AT OR AWAY FROM THE PROJECT SITE**, including but not limited to, owned, hired and non-owned automobiles.

The combined single limit for Bodily Injury and Property Damage Liability shall be not less than \$1,000,000 for any one accident or loss

Subcontractor's Automobile Liability Insurance shall include coverage for Automobile Contractual Liability.

- e. DOE and BJC are included as Additional Insureds under policies evidenced above, except for Worker's Compensation, but only with respect to liability arising out of operation for DOE and BJC by or for the Subcontractor. Such insurance shall be primary and any other insurance

maintained by the additional insured excess thereto; and shall provide for an insurer's waiver of subrogation in favor of the Additional Insureds.

## 2. Special Operations Coverage:

Should any of the Work:

- a) Involve watercraft owned and operated by SUBCONTRACTOR, liability arising out of such watercraft shall be insured by Commercial General Liability Insurance or by equivalent insurance such as Protection and Indemnity Insurance with a combined single limit for Bodily Injury and Property Damage Liability of not less than \$10,000,000 each occurrence. Such insurance shall name BECHTEL JACOBS COMPANY LLC and DOE as Additional Insureds, state that it is primary insurance as regards any other insurance maintained for or by the Additional Insureds, and contain a cross-liability or severability of interest clause. If the hull is insured, such insurance shall provide for an insurer's waiver of subrogation rights in favor of Bechtel Jacobs Company LLC and DOE.
- b) Involve aircraft (fixed wing or helicopter) owned, operated or chartered by the SUBCONTRACTOR, liability arising out of such aircraft shall be insured for a combined single limit of not less than \$10,000,000 each occurrence and such limit shall apply to Bodily Injury (including passengers) and Property Damage Liability. Such insurance shall name BECHTEL JACOBS COMPANY LLC and DOE as additional insureds, state that it is primary insurance as regards the additional insureds and contain a cross-liability or severability of interest clause. If the aircraft is insured, such insurance shall provide for an insurer's waiver of subrogation rights in favor of Bechtel Jacobs Company LLC and DOE.
- c) Involve the hauling of property in excess of \$300,000, SUBCONTRACTOR shall also carry "All Risk" Transit Insurance, or "All Risk" Motor Truck Cargo Insurance, or such similar form of insurance that will insure against physical loss or damage to the property being transported, moved or handled by SUBCONTRACTOR pursuant to the terms of this Subcontract. Such insurance shall provide a limit of not less than the replacement cost of the highest value being moved. Such insurance shall name BECHTEL JACOBS COMPANY LLC and DOE as additional insureds; state that it is primary insurance as regards the additional insureds; such insurance shall provide for an insurer's waiver of subrogation rights in favor of Bechtel Jacobs Company LLC and DOE.

- d) Involve investigation, removal or remedial action concerning the actual or threatened escape of hazardous substances or involve construction of property or equipment designed for environmental uses, Subcontractor shall also carry Contractor's Pollution Liability Insurance in an amount not less than \$2,000,000 per occurrence/annual aggregate. Such insurance shall provide coverage for both sudden and gradual occurrences arising from the Work performed under this subcontract. If Completed Operations is limited in the policy, such Completed Operation Coverage shall be for a period of not less than five (5) years. Such insurance shall name Bechtel Jacobs Company LLC and DOE as additional insureds; state that it is primary insurance as regards the additional insureds; such insurance shall provide for an insurer's waiver of subrogation rights in favor of Bechtel Jacobs Company LLC and DOE.
- e) Involve inspection, handling or removing of asbestos, Subcontractor shall also carry Asbestos Liability Insurance in an amount of not less than \$2,000,000 per occurrence/annual aggregate. The policy shall be written on an "Occurrence Basis" with no sunset clause. Such insurance shall name Bechtel Jacobs Company LLC and DOE as additional insureds; state that it is primary insurance as regards the additional insureds; such insurance shall provide for an insurer's waiver of subrogation rights in favor of Bechtel Jacobs Company LLC and DOE.
- f) Involve treatment, storage or disposal of hazardous wastes at an off-site location, Subcontractor shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Environmental Liability Insurance in the amount of not less than \$5,000,000 per occurrence/annual aggregate.
- g) Involve transporting hazardous substances, Subcontractor shall also carry Business Automobile Insurance covering liability arising out of the transportation of hazardous materials (non-DOE vehicles only) in an amount not less than \$5,000,000 per occurrence. Such policy shall include Motor Carrier Endorsement MCS-90. **NEITHER BECHTEL JACOBS COMPANY LLC NOR DOE IS TO BE NAMED AN ADDITIONAL INSURED.**
- h) Involve engineering, consulting or other professional services, Subcontractor shall also carry Errors and Omissions or Professional Liability Insurance in an amount not less than \$2,000,000 per occurrence/annual aggregate. If environmental work is involved, the policy must not contain any exclusions for pollution related incidents.

### **3. Related Obligations:**

- a) The requirements contained herein as to types and limits, as well as Bechtel Jacobs Company LLC'S approval of insurance coverage to be maintained by Subcontractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Subcontractor under this Subcontract.
- b) The Certificate of Insurance must provide clear evidence that Subcontractor's Insurance Policies contain the minimum limits of coverage and the special provisions prescribed in the SUBCONTRACTOR PROVIDED INSURANCE section.
- c) In the event Subcontractor maintains insurance against physical loss or damage to Subcontractor's construction equipment and tools; such insurance shall include an insurer's waiver of rights of subrogation in favor of Bechtel Jacobs Company LLC and DOE.
- d) Subcontractor shall commence no Work of any kind under this Subcontract until all Subcontractor insurance requirements contained in this Subcontract have been complied with as outlined herein, and until evidence of such compliance reasonably satisfactory to Bechtel Jacobs Company LLC as to form and content has been filed with Bechtel Jacobs Company LLC. The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance.
- e) Each and every insurance agent acting as Authorized Representative on behalf of an insurance company affording coverage required of Subcontractor under this Subcontract when signing the Acord Certificate of Insurance has been authorized by the Companies to bind coverage as required and to execute the Acord Certificate of Insurance as evidence of such coverage. Further to this warranty, each and every insurance agent, when signing the Acord Certificate of Insurance is licensed to do business in the States in which the Work is performed and that the Company or Companies are currently in good standing in such States.

- f) Bechtel Jacobs Company LLC shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any insurance required of Subcontractor by this Subcontract. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory thirty (30) days notice of cancellation shall appear on the Acord Certificate of Insurance and on any and all insurance policies required by Subcontract. Updated certificate(s) of insurance must be provided prior to the expiration of any policies required by this Subcontract.
- g) Subcontractor agrees to cooperate with Bechtel Jacobs Company LLC and MIIP insurers in regard to forms required, claims, and to provide any other assistance necessary to implement and administer the MIIP.
- h) Subcontractor agrees that any and all returns of premium, dividends, discounts, or other adjustments to any MIIP required policy are assigned and transferred to Bechtel Jacobs Company LLC. This assignment pertains to the MIIP policies as now written and as subsequently modified, rewritten or replaced by the insurance company, including any additional amounts or coverage as a result thereof. Subcontractor's rights to policy cancellation of MIIP required policies are also assigned to Bechtel Jacobs Company LLC. This assignment is only valid for MIIP insurance policies whose premiums have been paid by the Bechtel Jacobs Company LLC on behalf of Subcontractor.
- i) Subcontractor shall incorporate a copy of all **SUBCONTRACTOR PROVIDED INSURANCE** requirements into each and every subcontract with each and every Subcontractor (except as noted on page 4 of this manual) at any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Subcontractor agrees that if for any reason a lower tier Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Subcontractor.

#### 4. NOTIFICATIONS

In accordance with the submittal requirements outlined in the lead-in to the **SUBCONTRACTOR PROVIDED INSURANCE** section above, Subcontractor shall submit the original and one (1) copy of the Certificate(s) of Insurance to the Subcontractor Technical Representative (STR). All subsequent notices of renewal, cancellation, termination or alteration of Subcontractor's policies shall be sent to:

**PERICULUM SERVICES GROUP**

See [www.bechteljacobs.com/info](http://www.bechteljacobs.com/info) under "Insurance Program".

PDCC will send all **Certificates of Insurance**, attached to the **Insurance Scope Determination Form (SDF)** and the **Submittal Status Sheet** to the above address.

## ADMINISTRATION

1. **Subcontractor Responsibilities** -- The Subcontractor is required to cooperate with Bechtel Jacobs Company LLC and the Insurance Administrator on the administration and operation of the program. The Subcontractor's responsibilities shall include, but are not limited to:
  - Timely and periodic submittal of necessary contract, operations, and insurance information, to include Subcontractor's certificates of insurance (COI) at renewal and/or at any change in the Subcontractor's insurance program or provider.
  - Immediate notification to STR of all subcontracts of any tier awarded;
  - Compliance of all Subcontractors of all tiers to the requirements herein.
2. **Failure to meet these responsibilities** may result in suspension of payment for the contracted work.

### **BJC Responsibilities – Insurance Scope Determination Form (SDF, Appendix 3)**

- The STR will complete the SDF for each primary subcontract awarded
- Each awarding Subcontractor will complete the SDF for each subtier subcontract awarded. The primary Subcontractor will return the completed SDF to the STR for review.
- All Subcontractors at all tiers are required to provide Basic Insurance coverage as indicated on the SDF and found under **SUBCONTRACTOR PROVIDED COVERAGE** in the manual. If the primary Subcontractor is required to provide additional Special Coverage (Items 2-9 on the SDF and detailed under **SPECIAL OPERATIONS COVERAGE** in the manual), all subtier Subcontractors are also required to provide the specified Special Coverage, **unless** the awarding Subcontractor, with STR concurrence, determines that the Special Coverage is not required.
- The STR will attach the completed SDF to the certificate of insurance for each subtier when submitting the certificate for insurance verification.

**INSURANCE CLASSIFICATION GUIDELINES**

Description of Work	Enrolled in Wrapup Program	Required to Provide Certificates of Insurance
Sells to BJC, never onsite (office supplies, services, etc.)	N	N
Sells to BJC, delivers to central location onsite (office supplies, packages, mail, etc.)	N	N
Installs/performs minor maintenance onsite (snack machines, office equipment, auto tires, etc.)	N	N
Installs/performs major maintenance to equipment/ facilities, onsite (AC units, elevators, construction equipment, etc.)	Y	Y
Performs all professional services or work offsite	N	Y
Performs professional services or work onsite (more than 4 hours, more than one time)	Y	Y
Delivers construction materials to contractors onsite (loads/unloads onsite)	Y	Y
Delivers construction materials to contractors onsite (does not load/unload)	N	Y
Transports hazardous waste to offsite location (does not load/unload)	N	Y
Treats/disposes of hazardous waste offsite	N	Y

**Appendix 2**

**NOTICE OF SUBCONTRACT AWARD**

**Form 1**

[Click Here for MSWord Electronic Form](#)

**RE: Bechtel Jacobs Company LLC MIIP.**

This is to inform you that we have awarded a subcontract to the Subcontractor listed below:

Federal Employers I.D. #:

Subcontractor

Address:

Representative:

Telephone: \_\_\_\_\_ Fax:

BJC Subcontract Number: **23900**-\_\_\_\_\_ Contract Amount:

Type of Work:

Award Date      Start Date:      Estimated Completion Date:  
State(s) of Work:      TN       KY       OH

This firm qualified (check if appropriate) SB       SDB       WOB

Prime Contract Holder:

Awarding Contractor:

By:  
Title  
Date:

Submit this form to:      Judy Kincaid, Insurance Administrator

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To be completed by Bechtel Jacobs Company LLC

Subcontractor to be included in MIIP:      Yes       No

**SUBCONTRACTOR MIIP ENROLLMENT FORM**

**Form 2A**

[Click Here for MSWord Electronic Form](#)

Name of Subcontractor (of any tier): \_\_\_\_\_ F.E.I.N.#  
Address:  
Fax:  
Contact/Title: \_\_\_\_\_ Telephone  
Safety Contact: \_\_\_\_\_ Telephone:

**I. Contract Information**

BJC Contract Number: **23900**-\_\_\_\_\_ Contract Value:  
Start Date: \_\_\_\_\_ Estimated Completion Date:  
Who is the prime Subcontractor  
Who awarded contract to you (company you are contracting with):

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**II. Current Workers' Compensation Insurance Information**

Regular W. C. insurance company:  
Policy Period From: \_\_\_\_\_ To:  
WC Bureau ID Number:

**III. Current General Liability Insurance Information**

Regular G. L. insurance company:  
Policy Period From:

Do you use an employee leasing company?  
Do you intend to subcontract any of your work?  
If you intend to subcontract any of your work, indicate who those Subcontractors will be

**IV. Insurance Agent:**

Name:  
Address:  
Contact Name:  
Phone #:  
Fax #:

**Note: MIIP Form 1 must be completed on each subtier Subcontractor by Awarding Subcontractor.**

It is the Subcontractor's responsibility to notify its own insurance carrier to exclude Workers' Compensation from its regular insurance policy for all work to be done under this contract.

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**INSURANCE COST INFORMATION SHEET**

**MIIP Form 2B**

**Subcontractor                      Subcontract #:**

The subcontractor is required to document the projected insurance costs (had subcontractor provided these coverages for the project instead of the MIIP) for the insurance related to this contract by completing this form\*. Teaming partners and/or lower tier subcontractors are also required to submit this form.

**A. Workers Compensation Premium Calculation**

Estimated Man Hours

<i>Work comp Class Code</i>	<i>Estimated Payroll</i>	<i>Rate</i>	<i>Premium</i>
---------------------------------	--------------------------	-------------	----------------

Total Manual Premiums  
Apply Experience Mod Factor  
Apply Schedule Credit or Debit Factor

**Total Workers Compensation Premium**

**B. General Liability Premium Calculation**

<i>Premium Basis (Payroll or Revenue)</i>	<i>Rate</i>	<i>General Liability Premium</i>
x	=	

**C. Umbrella Liability Premium**

<i>Premium Basis (Payroll or Revenue)</i>	<i>Rate</i>	<i>Umbrella Liability Premium</i>
x	=	

**D. Total Premium**

A.	+	B.	+	C.	<i>Total Premium</i>
+	+	=			

***This form allows for an estimated cost comparison between the MIIP program and the individual insurance policies of all subcontractors had the MIIP not been implemented.***

# Insurance Scope Determination Form

Subcontractor Name            BJC Subcontract No.

STR            e-Mail

PDCC Contact            e-Mail

Subtier Subcontractor Name            Subtier            of

**NOTE: BJC will assume that the insurance requirements at the prime subcontractor level is applicable to all subtier subcontractors unless the limitations below are specified for the subtier's scope.**

Code	Scope of Subcontract	Applicable?	Insurance Requirement to be included in "Other" coverages section of Certificate
1	<b>Basic Coverage</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> GL, Auto, Worker's Comp & Employer's Liability. Limit for each \$1,000,000 per occurrence
2	Involves use of watercraft?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Hull & Machinery/Protection & Indemnity or equivalents Limit: \$10,000,000 per occurrence
3	<b>Involves use of aircraft?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Aircraft (fixed wing or helicopter – owned, operated or chartered) & Liability. Limit: \$10,000,000 per occurrence
4	<b>Involves hauling property with a value excess of \$300,000?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> All Risk or All Risk Motor Truck Cargo. Limit: replacement cost of the highest value being moved.
5	Involves investigation, removal or remedial action concerning the actual or threatened escape of hazardous substances or involves construction of property or equipment designed for environmental uses?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Contractor's Pollution Liability. Limit: \$2,000,000 per occurrence/annual aggregate
6	Involves inspection, handling, or removal of asbestos?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Asbestos liability. Limit: \$2,000,000 per occurrence/annual aggregate
7	Involves offsite treatment, storage or disposal of hazardous wastes? (EMWMF is onsite)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Environmental Liability (subcontractor to obtain certificate from disposal facility). Limit: \$5,000,000 per occurrence/annual aggregate
8	Involves transporting hazardous materials?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Business Automobile, including MCS-90 endorsement. Limit: \$5,000,000 per occurrence
9	Involves engineering, consulting or other professional services?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Professional Liability (synonymous with Errors & Omissions), including Pollution Professional if applicable. Limit: \$2,000,000 per occurrence/annual aggregate