



City of Austin

# Rolling Owner Controlled Insurance Program VIII **Insert Project # and Name**

ROCIP VIII Insurance Manual

Month & Year

# Contents

- 1. Project Directory ..... 1
- 2. Project Definitions..... 2
- 3. Introduction/Overview ..... 4
  - A. General Information .....4
  - B. Payment of ROCIP VIII Premiums .....4
  - C. Eligibility .....4
- 4. ROCIP VIII Insurance Coverages ..... 5
  - A. General Information .....5
  - B. Insurance Coverages Provided Under the ROCIP VIII .....6
  - C. On-Site Exposures Not Covered Under the ROCIP VIII .....7
  - D. Evidence of Insurance .....7
  - E. Communications/Cooperation .....8
- 5. Contractor / Subcontractor Furnished Insurance Coverages..... 9
  - A. Certificate of Insurance General Requirements .....9
  - B. Required Coverages .....10
  - C. Insurance Requirements For Excluded / Ineligible Individuals / Entities .....11
- 6. Contractor/Subcontractor Responsibilities ..... 12
  - A. Enrollment into the ROCIP VIII .....12
  - B. Monthly Payroll Reports .....12
  - C. Insurance Carrier Payroll Audit .....13
  - D. Contractor Payment Form .....13
  - E. Completion of Work / Termination of Insurance .....13
- 7. ROCIP VIII MWrap Contractor Portal Instructions and Enrollment..... 14

8. Project Safety Program..... 15

9. Accident Reporting and Claims Procedures..... 16

- A. General Procedures ..... 16
- B. Workers' Compensation Claims Reporting Procedures ..... 18
- C. General Liability & Property Damage Claim Reporting Procedures..... 19
- D. Automobile Liability Claims Procedures ..... 19
- E. Pollution Claims Procedures ..... 19
- F. Loss Runs ..... 20
- G. Alcohol & Drug Testing..... 20

APPENDIX A: MWrap Contractor Portal Instructions ..... 26

Section One

# Project Directory

**ROCIP VIII Sponsor:** City of Austin  
**Main Address:** Human Resources Department - Risk Management Division  
 505 Barton Springs Road, Suite 600, P.O. Box 1088, Austin, Texas 78704

**Program Manager:** Benny VandenAvond P: 512-974-3264 Benny.Vandenvond@austintexas.gov  
**Safety Representative:** Lynn Miller P: 512-828-1761 Lynn.Miller@austintexas.gov

<b>General Contractor:</b>	<b>INSERT NAME OF GC</b>		
<b>Main Address:</b>	<b>INSERT ADDRESS OF GC</b>		
<b>Project Manager:</b>	<b>INSERT NAME</b>	<b>PHONE #</b>	<b>INSERT EMAIL</b>
<b>Site Contact:</b>	<b>INSERT NAME</b>	<b>PHONE #</b>	<b>INSERT EMAIL</b>
<b>Safety Contact:</b>	<b>INSERT NAME</b>	<b>PHONE #</b>	<b>INSERT EMAIL</b>
<b>Claims Contact:</b>	<b>INSERT NAME</b>	<b>PHONE #</b>	<b>INSERT EMAIL</b>

<b>Project Safety Manager:</b>	<b>BSI Group</b>		
<b>Main Address:</b>	7800 North MoPac Expwy, Suite 325 Austin, TX 78759		
<b>Safety Manager:</b>	John Nelson	C: 830 500 0838	John.Nelson@BSIGroup.com

<b>Broker/ROCIP VIII Administrator:</b>	<b>Marsh USA Inc.</b>		
<b>Main Address:</b>	1717 Main Street, Ste 4400 Dallas, TX 75201		
<b>Project Manager:</b>	Susan Baggett	P: 214-303-8209	austinwrapup.faxes@marsh.com
		C: 214-683-9948	susan.baggett@marsh.com
<b>Claims Advocate:</b>	Kevin McClelland	P: 214-303-8330	kevin.mcclelland@marsh.com

Section Two

# Project Definitions

<b>PROJECT:</b>	<b>INSERT PROJCT # AND PROJECT NAME</b>
<b>OWNER/SPONSOR:</b>	<b>City of Austin, Texas</b> , a municipal corporation, home rule city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Manager or his/her designee, officers, agents or employees to administer design and construction of the Project.
<b>CONTRACTOR:</b>	
<b>ROCIP:</b>	<b>Rolling Owner Controlled Insurance Program</b> – A specialized insurance program provided by OWNER for specifically identified Capital Improvements Program (CIP) projects.
<b>ROCIP BROKER /ADMINISTRATOR:</b>	<b>Marsh USA Inc.</b>
<b>ROCIP CONSTRUCTION SAFETY MANAGER:</b>	<b>BSI Group</b>
<b>ENROLLED CONTRACTOR AND SUBCONTRACTORS</b>	Contractors and Subcontractors that have submitted all necessary enrollment information and have been accepted into the ROCIP VIII as evidenced by a Confirmation Letter and Certificate of Insurance.
<b>CONFIRMATION LETTER:</b>	A letter issued by the ROCIP VIII Administrator which confirms acceptance of the applicant into the ROCIP VIII.
<b>CERTIFICATE OF INSURANCE:</b>	A document providing evidence of existing coverage for a particular insurance policy or polices.
<b>CONTRACT:</b>	A “written” agreement between: <ul style="list-style-type: none"> <li>• The Owner and Contractor</li> <li>• The Contractor and Subcontractor including Subcontractors at any tier</li> </ul>
<b>CONTRACTOR:</b>	The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.
<b>SUBCONTRACTOR:</b>	An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.
<b>SUB-SUBCONTRACTOR:</b>	A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.
<b>SUBSTANTIAL COMPLETION:</b>	The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work to its intended use, as evidenced by Substantial Completion approved by Owner and at the discretion of the Owner’s representative.

- WORK:** The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.
- PROJECT SITE:** **INSERT PROJECT # AND PROJECT NAME** and adjacent or nearby areas where incidental operations are performed excluding permanent locations of any insured party, except the Owner.
- INSUREDS:** The Owner, enrolled Contractor, Subcontractor and Sub-Subcontractors and their **eligible employees** performing Work at a Project Site and any other party named in the insurance policies.
- EXCLUDED PARTIES:** It is not the intent of the ROCIP to cover architects, engineers (not including design/build subcontractors), consultants, vendors, suppliers (who do not perform or subcontract installation), material dealers, guard services, janitorial services, truckers. Moreover, the ROCIP will not provide coverage for:
- (1) Any person or organization that fabricates or manufactures products, materials or supplies away from the project site(s);
  - (2) Contractors and subcontractors whose main function is abating asbestos or removing hazardous materials and/or waste from the project site;
  - (3) Others whose sole function is to transport, pickup, deliver or carry materials, supplies, tools, equipment, parts or other items to or from the Project Site;
  - (4) Any employee(s) of an enrolled Contractor and Subcontractor of any tier, that does not work and/or generate payroll at the Project Site(s).
  - (5) Any employee(s) of an enrolled Contractor and Subcontractor of any tier, that occasionally visits the project site(s) to make deliveries, pick up supplies and/or personnel, to perform supervisory or progress inspections, or for any other reason.
  - (6) Any Day Labor Employees (labor service employees whose coverage is provided by their employer).
  - (7) Any other entity specifically determined by the Owner to be excluded.
- ELIGIBLE EMPLOYEES:** Employees of enrolled Contractors, Subcontractors and Sub-subcontractors that are not excluded from the ROCIP VIII as defined under the "Excluded Parties" definition

## Section Three

# Introduction/Overview

## A. General Information

City of Austin (Owner) has arranged for this project **INSERT PROJECT # AND PROJECT NAME** to be insured under a Rolling Owner Controlled Insurance Program (ROCIP). An ROCIP is a specialized insurance program which insures the Owner, Contractor, Subcontractors, Sub-Subcontractors and their eligible employees performing Work at a Project Site.

Under the terms of this ROCIP VIII, the Owner has procured and will maintain at its own expense the following insurance coverages: Workers' Compensation, General Liability, and Excess Liability coverage. These coverages apply only to Work performed at the Project Site by enrolled entities.

**Note, the insurance coverages and limits provided under the ROCIP VIII are limited. We recommend that you have the enclosed information and Section 00810 reviewed by your insurance representative. Any additional coverages or limits you wish to purchase will be at your option and expense.**

## B. Payment of ROCIP VIII Premiums

The Owner is responsible for payment of ROCIP VIII premiums to the insurance carriers providing these insurance coverages. As such, you should promptly notify your insurance carrier(s) to delete this project from your premium obligation to them. The City Contract documents do require that you provide evidence of insurance during the warranty period.

## C. Eligibility

The forms which accompany this manual are used to determine your firm's eligibility for coverage under the ROCIP VIII. **Completion of the forms does not guarantee your enrollment into the program.**

### “TEMPORARY/DAY LABORERS” & “EMPLOYEE LEASING COMPANIES”

**Temporary/Day Laborers** - All temporary/day laborers working for, or under the supervision of a Contractor or Subcontractor are **excluded** from the ROCIP VIII.

**Employee Leasing Companies** - If a Contractor or Subcontractor utilizes an employee leasing firm during its work on the Project, the employee leasing company must be **enrolled** in order to have insurance coverage provided by the ROCIP VIII. It is the Contractor's and Subcontractor's responsibility to contact the ROCIP VIII Administrator for assistance in this process. If an accident occurs and the company is not enrolled, the ROCIP VIII will **not** provide insurance coverage.

## Section Four

# ROCIP VIII Insurance Coverages

## A. General Information

The information in this manual is intended to provide a brief description of the ROCIP VIII. Actual policy language, terms, and conditions should be referred to for details concerning coverages provided and exclusionary language. Copies of policies will be furnished upon request to **enrolled** Contractor, Subcontractor and Sub-subcontractors.

**NOTE: THE INFORMATION IN THIS MANUAL IS INTENDED TO OUTLINE THE ROCIP VIII. IF ANY CONFLICTS EXIST BETWEEN THIS MANUAL AND THE PROVISIONS OF THE ACTUAL CONTRACT DOCUMENTS BETWEEN THE OWNER/CONTRACTOR AND THE SUBCONTRACTOR, INCLUDING THE INSURANCE PROVISIONS, THE CONTRACT DOCUMENTS AND POLICIES OF INSURANCE WILL GOVERN.**

**The coverages afforded under this program do not include all insurance needed by each Contractor and its Subcontractors.** For example, Workers' Compensation and Commercial General Liability coverages apply only to the operations of each Insured at the Project Site. They do not apply to the operations of any Insured in his regularly established main or branch office, factory, warehouse, or similar place.

Under the ROCIP VIII, each **enrolled** Contractor and Subcontractor will be issued an individual Workers' Compensation policy. A Certificate of Insurance evidencing Workers' Compensation, Commercial General Liability, and Excess Liability, naming each enrolled Contractor and Subcontractor as an insured, will be provided by the ROCIP VIII Administrator to each enrolled Contractor and Subcontractor.

Each Contractor and Subcontractor issued a notice to proceed Work at the Project Site will be provided a ROCIP VIII Insurance Manual. Information concerning enrollment, payroll reporting procedures and accident reporting procedures, are outlined in this manual. The ROCIP VIII Administrator will furnish to each Insured the necessary forms, policies, and certificates of insurance upon enrollment in the ROCIP VIII.

The ROCIP VIII coverages are limited only to Work performed **at the Project Site**. As such, Products/Completed Operations coverage provided under the Commercial General Liability and the Excess Liability **does not apply to any insured party, Contractor, Subcontractor, vendor, supplier, material dealer, or other product or material manufactured, assembled, or otherwise worked upon away from the Project Site.**



## B. Insurance Coverages Provided Under the ROCIP VIII

The Owner will furnish the following coverages for the benefit of all Contractors, Subcontractors and Sub-subcontractors and their eligible employees, performing Work at the Project Site:

### 1. Workers' Compensation & Employer's Liability:

Coverage: Statutory limits required by the Workers' Compensation laws of the applicable jurisdiction, including monopolistic states, with Employer's Liability.

<b>Part One:</b>	<b>Workers' Compensation:</b>	<b>Statutory Limits</b>
<b>Part Two:</b>	<b>Employer's Liability:</b>	<b><u>Annual Limits per Insured</u></b>
	Bodily Injury by Accident:	\$1,000,000 each accident
	Bodily Injury by Disease:	\$1,000,000 each employee
	Bodily Injury by Disease:	\$1,000,000 policy limit

### 2. Commercial General Liability:

**Coverage:** Third Party Personal Injury, Bodily Injury and Property Damage Liability.

	<b><u>Annual Limits of Liability Shared by all Insureds</u></b>
General Aggregate Limit	\$4,000,000
Products/Completed Operations Aggregate	\$4,000,000
Personal/Advertising Injury Aggregate	\$2,000,000
Each Occurrence Limit	\$2,000,000
Damage to Premises Rented to You (any one premises subject to occurrence limit)	\$1,000,000
Medical Expenses (any one person; subject to occurrence limit)	\$10,000

Note:

- Aggregate limits will be reinstated annually during the 6 year program period. For 10 years Completed Operations Extension, the Products Completed Operations Aggregate will be shared with the latest annual policy period during which a policy issued was in effect

**Contractor's and Subcontractor's Obligation:** The first five thousand dollars (\$5,000) of any insurable general liability property damage loss will be the responsibility of and paid by the Contractor and deducted from the contract amount.

**3. Umbrella/Excess Liability:** (Excess of Primary Commercial General Liability and Employer’s Liability)

	<b><u>Annual Limits of Liability Shared by all Insureds</u></b>
Each Occurrence Limit	\$50,000,000
Products/Completed Operations Aggregate	\$50,000,000
Other Aggregate (where applicable)	\$50,000,000

Note:

- Additional limits above Commercial General Liability and Employer’s Liability limit.
- Annual reinstatement of limits (except Products/Completed Operations Extension).
- Ten (10) Year Products & Completed Operations Extension (single aggregate).

## C. On-Site Exposures Not Covered Under the ROCIP VIII

- 1. Automobile:** Ownership, maintenance, and operation of vehicles, except mobile construction equipment as defined in the policy.
- 2. Aircraft:** Ownership, maintenance, and operation of aircraft.
- 3. Builders Risk:** All materials, equipment and supplies intended for specific installation in the Project.
- 4. Marine/Watercraft:** Ownership, maintenance, and operation of watercraft
- 5. Pollution Liability:** Coverage for all costs to restore damage/clean-up pollution to air, land, and waterways.
- 6. Property Coverage:** Coverage for Contractor's/Subcontractor’s personal property, tools and equipment, whether owned, leased, or rented by Contractor/Subcontractor.

## D. Evidence of Insurance

Each Enrolled Contractor and Subcontractor will be issued an individual workers' compensation policy. The ROCIP VIII Administrator will provide a Certificate of Insurance evidencing workers' compensation, general liability and excess liability insurance to each Enrolled Contractor and Subcontractor, each of whom will be a named insured on the policies. Other documentation including forms, posting notices, etc., will be furnished to each Enrolled Contractor and Subcontractor. Complete copies of policies will be furnished to an authorized representative of each Enrolled Contractor and Subcontractor on request.

## E. Communications/Cooperation

### 1. ROCIP VIII Administrator/Contractor Communications

The ROCIP VIII Administrator will communicate directly with all Contractors and Subcontractors to arrange and administer the insurance coverages.

### 2. Cooperation with ROCIP VIII Administrator and Insurers

Contractor and Subcontractors shall cooperate fully with the ROCIP VIII Administrator and insurers. All communications from the ROCIP VIII Administrator and insurers shall be considered Owner communications. Contractor and Subcontractors shall respond accordingly.

Per Section 00810, Failure to provide insurance information or documents/submittals to the Owner's ROCIP Administrator and Owner's Representative within specified time periods by Contractor, any Subcontractor or Sub-subcontractor will result in withholding of progress payments to Contractor by Owner.

## Section Five

# Contractor / Subcontractor Furnished Insurance Coverages

In addition to the insurance provided by the Owner pursuant to the ROCIP VIII, Contractor, Subcontractor and Sub-subcontractors are required to maintain insurance coverages that protect the Owner from liabilities arising from off-site operational exposures, lines of coverage not provided by the ROCIP VIII, and operations of excluded parties performed in connection with this Contract.

Verification of insurance in place and compliance with coverages and limits required by contract of Contractor, Subcontractor and Sub-subcontractors may be submitted in the form of a Certificate of Insurance to the Owner in care of Marsh USA Inc. Sample of acceptable certificates of insurance are provided within this section

## A. Certificate of Insurance General Requirements

### 1. General Information

The Contractor and associated Subcontractors shall provide a Certificate of Insurance to the ROCIP VIII Administrator showing each of the required coverages, in the proper amounts, as specified in Supplemental General Conditions / 00810, and are responsible for seeing that updated certificates are filed with the ROCIP VIII Administrator as coverages expire and are renewed.

Contractors are required to forward their Certificate of Insurance to the ROCIP VIII Administrator prior to commencing work at the Project Site.

Contractors are responsible for monitoring and providing their Subcontractors certificates to the ROCIP VIII Administrator, Inc. before Subcontractors are enrolled in the ROCIP VIII. The Owner reserves the right to approve or disapprove the utilization of any Subcontractor unable to meet the required insurance coverages and limits.

The limits, as stated in Supplemental General Conditions / 00810, for those insurance coverages required of the Contractor and Subcontractors are minimum limits and are not intended to limit any coverages the Contractor and Subcontractors may secure for work performed under this Contract.

### 2. Notice of Cancellation

Thirty-day (30) written notice shall be provided to the Owner regarding any change in or cancellation of contractor-furnished insurance.

### 3. Additional Insured

Each required liability insurance policy shall be endorsed to show the Owner, Contractor, (and certain others named in the Agreement) as additional insureds.

### 4. Waiver of Subrogation

Any policy of insurance covering Contractor, any Subcontractor or any Sub-subcontractor for its owned and leased machinery, water craft, vehicles, tools, or equipment (used in connection with the Project) for physical loss or damage shall provide a Waiver of Subrogation Rights against Owner, Project Manager, if applicable, Contractor, Subcontractor, or Sub-subcontractor that is insured under the ROCIP, including the employees, agents or assigns of any one of them.

### 5. Owner's Insurance to Be Excess

The "other" insurance clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both Owner and Contractor, shall be considered primary coverage as applicable.

## B. Required Coverages

### 1. Business Automobile Liability (for operations at and away from the Project-Site)

**Coverage:** Bodily Injury and Property Damage for all Owned, Hired and Non-owned automobiles, trucks and trailers with coverage not less than that of a Commercial Business Automobile Liability Policy

**Combined Single Limit:** \$500,000 Per Occurrence (or as indicated in document 00810 based on Contractor, Subcontractor, or Subsubcontractor terms)

The policy shall contain the following endorsements in favor of Owner:

- a) Waiver of Subrogation endorsement CA 0444;
- b) 30 day Notice of Cancellation endorsement CA 0244; and
- c) Additional Insured endorsement CA 2048.

### 2. Workers' Compensation And Employers' Liability Insurance (for operations away from the Project Site)

Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401)

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

\$1,000,000 bodily injury per accident

\$1,000,000 bodily injury by disease policy limit

\$1,000,000 bodily injury by disease each employee.

(or as indicated in document 00810 based on Contractor, Subcontractor, or Subsubcontractor terms)

CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:

- a) Waiver of Subrogation, form WC 420304; and

b) 30 day Notice of Cancellation, form WC 420601

**3. Commercial General Liability Insurance (for operations away from the Project Site) (as specified by Supplemental General Conditions / 00810)**

The Policy shall contain the following provisions:

- a) Contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
- b) Completed Operations/Products Liability for the duration of the warranty period.
- c) Explosion, Collapse and Underground (X, C & U) coverage.
- d) Independent Contractors coverage (Contractors/ Subcontractors work).
- e) Aggregate limits of insurance per project, endorsement CG 2503.
- f) OWNER listed as an additional insured, endorsements CG 2010 and CG 2037 or equivalent.
- g) 30 day notice of cancellation in favor of OWNER, endorsement CG 0205.
- h) Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

\$1,000,000 Combined bodily injury and property damage limit / minimum per occurrence

\$2,000,000 Minimum aggregate

(or as indicated in document 00810 based on Contractor, Subcontractor or Subsubcontractor limits)

## **C. Insurance Requirements For Excluded / Ineligible Individuals / Entities**

All excluded individuals and entities, as identified under "Excluded Parties" definition, are required to maintain insurance in accordance with the Owner contract.

Detailed insurance requirements are found in the Owner invitation for bid for this project. Please refer to the procurement documents for further details.

## Section Six

# Contractor/Subcontractor Responsibilities

## A. Enrollment into the ROCIP VIII

All information requested on the **Insurance Enrollment Application** must be submitted via the on-line MWrap Contractor Portal system to obtain coverage under the ROCIP VIII. Each Contractor and Subcontractor shall provide details about its lower-tier Subcontractors to enroll them into the ROCIP VIII.

Each Contractor, Subcontractor and Sub-subcontractor must submit a copy of their Workers Compensation & Employers Liability, Commercial General Liability, and Excess Liability declarations pages and rating sheets.

Each Contractor, Subcontractor and Sub-subcontractor must provide a certificate of insurance evidencing their automobile insurance coverage. Also provide evidence of Builder's Risk coverage (Contractor Only).

**Note: Enrollment into the ROCIP VIII is required, but not automatic.**

When a Contractor or Subcontractor is accepted into the ROCIP VIII, they will receive a Certificate of Insurance from the ROCIP VIII Administrator along with a Confirmation Letter acknowledging acceptance of the firm into the program.

A separate enrollment via the on-line MWrap Contractor Portal system is required for each Contract under which you are performing Work; however, only one Worker's Compensation policy and Commercial General Liability policy will be issued for your firm.

## B. Monthly Payroll Reports

Each enrolled Contractor and Subcontractor of any tier must report monthly payroll and man-hours through the duration of your contract term by providing this form to the ROCIP VIII Administrator by the 10th of each subsequent month via the on-line MWrap Contractor Portal. This report should contain a description of the work performed by Standard Workers' Compensation Insurance Classification, the payroll information associated with each classification and the man-hours related to the work. Payroll should be reported on-line via the MWrap Contractor Portal.

**NOTE:** The Monthly Payroll Report should include the "straight-time" payroll and the "straight-time" portion of any "overtime" payroll for all ROCIP VIII **eligible** employees, including on-site supervisors and clerical personnel.

A monthly payroll report must be submitted for each month, including zero (0) payroll if applicable, until completion of the Work under each Contract.

For those Contractors/Subcontractors performing Work under multiple Contracts, a **separate** Payroll Report is required for **each** Contract you are performing the Work.

**Failure of the Contractor and Subcontractor of any tier to submit the payroll reports as required will result in the withholding of progress payments until required documentation is received.**

All ROCIP VIII Administrative Forms are available through the MWrap Contractor Portal and should be completed on-line. See Section 7 for Instructions.

## C. Insurance Carrier Payroll Audit

Each **enrolled** Contractor and Subcontractor is required to maintain payroll records for Project Site payroll in accordance with the Basic Manual of Rules, Classifications, and Experience Rating Plan for Worker's Compensation and Employer's Liability Insurance, and as required by the ROCIP VIII insurance carriers, and submit payroll reports as required herein.

It is important that the payrolls be properly classified as these will be reported to the rating commission for promulgation of future Experience Modifiers for your firm. All **enrolled** Contractors and Subcontractors shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the ROCIP VIII insurance carriers or the Owner representatives at any reasonable time during the policy period and any extension thereof.

## D. Contractor Payment Form

Upon submission of all monthly required payrolls, certificates of insurance, reports and other required information, the ROCIP VIII Administrator will provide, upon request, a completed **ROCIP VIII Payment Form** for inclusion in the contractor's payment application. Failure to include the completed ROCIP VIII Payment Form will result in delay of payment to the Contractor. The Contractor is responsible to assure that Subcontractors of all tiers comply with the ROCIP VIII Requirements.

## E. Completion of Work / Termination of Insurance

When work is completed, a **Notice of Work Completion (Contract close-out)** must be submitted via the MWrap Contractor Portal by subcontractor (for each contract) and notice sent to the Awarding Contractor and ROCIP VIII Administrator to inform completion of contract.

All Owner provided insurance evidenced on ROCIP Certificate of Insurance is subject to policy terms and conditions. WC coverage for any Insured becomes **inapplicable** when the Insured has completed work and left the Project Site.

In the event this Insured is required to return to the Project Site to perform additional work (such as warranty and punch list work required by contract), provided the Contractor's Work, as a whole, has not been completed and accepted, the afforded ROCIP General Liability policy provides premises and operations coverage for contractors who are or were enrolled under the ROCIP for a period up to the duration of the Completed Operations extension.



## Section Seven

# ROCIP VIII MWrap Contractor Portal Instructions and Enrollment

**All Notice of Subcontract Award, Insurance Enrollment, Monthly On-Site Payroll, and Notice of Work Completion reporting are to be done through the MWrap Contractor Portal (instructions included in Appendix A attached to this Manual)**

## Section Eight

# Project Safety Program

Contractor shall comply with all provisions of the ROCIP Project Safety Manual provided by Owner. This program is in addition to Contractor's existing safety program, not in lieu of that program.

Please refer to the ROCIP Project Safety Manual and Contact BSI Group with any questions:

**John Nelson**

ROCIP Construction Safety Manager

7800 North MoPac Expwy, Suite 325  
Austin, TX 78759

Cell Phone: 830-500-0838

E-mail: [John.Nelson@BSIGroup.com](mailto:John.Nelson@BSIGroup.com)

***Non-compliance with the ROCIP Safety Manual requirements will be considered to be the same as non-compliance with any other contractual condition***

Section Nine

# Accident Reporting and Claims Procedures

## A. General Procedures

This section describes basic procedures for reporting various types of Claims:

Workers' Compensation (Worker/Employee Injury), General Liability (Third Party Bodily Injury or Property Damage), Automobile (notice only) and Pollution (notice only).

The immediate reporting of all accidents or circumstances which might lead to or involve a Claim is required. Report all injuries, occupational-related illnesses, third party bodily injury or property damage to the General Contractor Claim Contact immediately. All Parties will instruct employees and other personnel to report, in writing, within 24 hours all Accidents and Occurrences of any type to the General Contractor Claim Contact.

### Overview of Claims Reporting Process

Action Required:	Responsible Party:	Form:
1. Accident/Injury occurs		
2. On-Site Supervisor is notified	Parties involved	
3. Claim form is completed	On-Site Supervisor	GL or WC Claim Report
4. If injury, worker is sent for medical treatment with authorization form	On-Site Supervisor, Injured Worker	Authorization for Medical Treatment
5. Claim form is provided to GC Claim Contact within 24 hours	On-Site Supervisor	GL or WC Claim Report
6. GC Claim Contact reports claim to insurance carrier immediately by <b>phone</b> to:	GC Claim Contact	GL or WC Claim Report
<p><b>Liberty Mutual</b>  <b>1-800-362-0000</b></p> <p>Account Number for ROCIP VIII: <b>6067424</b></p>		
7. Completed form <b>Emailed</b> to:	GC Claim Contact	GL or WC Claim Report

Lynn Miller, ROCIP Safety @ [Lynn.Miller@Austintexas.gov](mailto:Lynn.Miller@Austintexas.gov)  
 Kevin McClelland, ROCIP Claims Advocate @ [Kevin.McClelland@Marsh.com](mailto:Kevin.McClelland@Marsh.com)

Please refer to section B. Workers’ Compensation and C. General Liability for step-by-step procedures on the following pages.

The General Contractor Claim Contact will immediately contact the ROCIP VIII Safety Representative, Lynn Miller, in the event of any of the following “serious accidents”, incidents and injuries:

- Any injury for which an ambulance is called
- Injury to head or neck
- Possible injury to back or spinal cord
- Unconscious employee
- Possible blindness
- Amputation of limbs
- Fatality
- Heart attack or stroke
- Hospitalization
- Property damage estimated over \$1,000

Investigation Assistance:

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

When in doubt, refer all questions regarding the reporting of a claim to the **General Contractor Claims Contact** and/or **ROCIP VIII Claim Advocate**:

General Contractor Claims Contact	Claim Advocate
SAFETY MANAGER NAME	Kevin McClelland
GC NAME	Marsh USA Inc.
GC STREET ADDRESS	4400 Comerica Bank Tower
GC CITY, STATE ZIP	1717 Main Street
Phone: XXX-XXX-XXXX	Dallas, Texas 75201-7357
Email: SAFETY MANAGER EMAIL	Phone: 214-303-8330
	Email: Kevin.McClelland@marsh.com

## B. Workers' Compensation Claims Reporting Procedures

These procedures apply to ALL employees covered by ROCIP VIII for this project.

Immediately notify the ROCIP VIII Safety Representative in the event of a serious injury or accident.

Contractors' on-site personnel will follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury:

1. Contact the Injured Worker's On-Site Project Supervisor immediately and transport the injured worker to the on-site first aid or medical facility, as necessary. An Authorization for Medical Treatment Form is to be sent with the Injured Worker prior to the first medical treatment, which includes the request for mandatory post accident drug testing.
2. Report all injuries or occupational-related illnesses to the General Contractor Claim Contact immediately.
3. Project Supervisor must complete a WC Claim Report Form and return to the General Contractor Claim Contact within 24 hours of employee's notice of injury/claim. The General Contractor Claim Contact will call the injury/claim into the Insurance Carrier immediately.
4. The General Contractor Claim Contact will email a copy of the WC Claim Report Form to Lynn Miller ROCIP VIII Safety Representative at [Lynn.Miller@Austintexas.gov](mailto:Lynn.Miller@Austintexas.gov) and ROCIP VIII Marsh Claims Advocate Kevin McClelland at [Kevin.McClelland@Marsh.com](mailto:Kevin.McClelland@Marsh.com) .
5. An accident investigation is to be completed as soon as possible by all contractors involved in the accident. An Incident Investigation Report must be completed by the General Contractor Supervisor and provided to Lynn Miller and Kevin McClelland.
6. All "serious accidents", incidents and injuries will be reported immediately by phone to Lynn Miller @ 512-828-1761. Lynn will call ROCIP VIII Marsh Claim Advocate Kevin McClelland 214-303-8330.
7. If possible, Contractor and its lower-tier Subcontractor(s) may provide for Modified Alternate Duty based upon the work abilities given to the Injured Party from the treating physician.
8. Immediately send all subsequent return to work notes, inquiries or correspondence about an Injured Party to the General Contractor Claim Contact.
9. No Injured Party will be allowed on a job site unless they have provided the General Contractor Claim Contact with the proper return to work note, either full duty or modified duty, as well as verification that post accident drug testing was completed.

## C. General Liability & Property Damage Claim Reporting Procedures

Contractors must immediately report all Accidents at the Project Site involving death, injury, or damage to property of non-employee personnel (the public, tenants, and visitors) to the General Contractor Claim Contact. As soon as the onsite personnel become aware of the accident or occurrence, they must:

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.
2. Complete and submit a GL Claim Report Form to the General Contractor Claim Contact within 24 hours of the incident. The General Contractor Claim Contact will call the claim into the Insurance Carrier immediately.
3. The General Contractor Claim Contact will email a copy of the GL Claim Report Form to Lynn Miller, ROCIP VIII Safety Representative at [Lynn.Miller@Austintexas.gov](mailto:Lynn.Miller@Austintexas.gov) and Kevin McClelland ROCIP VIII Claims Advocate at [Kevin.McClelland@Marsh.com](mailto:Kevin.McClelland@Marsh.com).
4. An accident investigation is to be completed as soon as possible by all contractors involved in the accident. An Incident Investigation Report must be completed by the General Contractor Supervisor and provided to Lynn Miller.
5. All Serious accidents, incidents and injuries will be reported immediately by phone to the City of Austin ROCIP VIII Safety Representative, Lynn Miller @ 512-828-1761. Lynn will notify the Marsh Claims Advocate, Kevin McClelland ROCIP VIII Claims Advocate at 214-303-8330.
6. Immediately send all subsequent inquires or correspondence about an insured loss or claim, including a summons or other legal documents, to the General Contractor Claim Contact immediately.

***The first five thousand dollars (\$5,000) of any general liability property damage loss will be the responsibility of the Contractor and deducted from the contract amount paid to the Contractor.***

## D. Automobile Liability Claims Procedures

No coverage is provided for automobile accidents under the ROCIP VIII. It is the sole responsibility of each Party to report accidents/claims involving their automobiles to their own insurers.

However, all accidents occurring in or around the Project site must be reported to the General Contractor Claim Contact. Accident investigations will occur and focus on liability arising out of the Project construction activities that could result in future claims (i.e. due to the conditions of the roads, etc.). Each Party shall cooperate in the investigation of all automobile accidents.

## E. Pollution Claims Procedures

No coverage is provided for pollution incidents under the ROCIP VIII. It is the sole responsibility of each Party to report accidents/claims involving pollution coverage to their own insurers.

However, all accidents occurring in or around the Project site must be reported to the General Contractor Claim Contact. Accident investigations will occur and focus on liability arising out of the Project construction activities that could result in future claims involving Bodily Injury or Property Damage not

deemed to have been caused by a pollution event. Each Party shall cooperate in the investigation of all pollution incidents.


## **F. Loss Runs**

An enrolled contractor may obtain loss runs for their own on-site experience by requesting, in writing on their company letterhead, directed to the ROCIP VIII Administrator. Please note that the loss information is also available from the ROCIP VIII Insurance Carrier.

## **G. Alcohol & Drug Testing**

Please refer to the ROCIP Project Safety Manual for the Controlled Substances Safety Policy & Procedures.


Insert Project # and Name

<b>City of Austin ROCIP VIII -</b> <span style="float: right;">Project # and Name</span>		
<b>1. Contractor Reports to General Contractor Claim Contact</b> <b>2. General Contractor Reports to Liberty Mutual @ 1-800-362-0000</b>		
<b>Liberty Account Number for ROCIP VIII: 6067424</b>		
<b>CLAIM INFORMATION</b>		
Date/Time of Injury:    /    /    : <input type="checkbox"/> <input type="checkbox"/> <span style="font-size: small;">am pm</span>	With the cost of this claim number here. <b>WC</b>	
Is this claim work related? Yes <input type="checkbox"/> No <input type="checkbox"/>	Will the employee miss time from work? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Employer Name: _____		
<b>EMPLOYEE INFORMATION</b>		
Employee's Social Security Number:    -    -    -	Employee's Name: _____	
Home Address: (Street, City, State, Zip) _____		
Home Phone Number: _____	Male <input type="checkbox"/> Female <input type="checkbox"/>	
Date of Birth:              /    /    /	Marital Status (check one) Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/>	
Hire Date:              /    /    /	Number of Dependents:    Dependents Under 18:	
Occupation: _____	Department Name: _____	
State Hired: _____	Supervisor Name & Phone: _____	
Current Weekly Wage: _____	Hourly Wage: _____	Hours Worked Per Week: _____
Days Worked Per Week: _____	Hours Worked Per Day: _____	Employment Status: _____
Employer Report No.: _____	Employee ID No.: _____	Was Salary Continued: _____
Was Employee Paid in Full for Date of Injury: _____		How often is employee paid: _____
Education Level: _____	Any Prior WC Injuries: _____	OSHA Reference No.: _____
<b>EMPLOYER INFORMATION</b>		
Contact Name, Telephone Number, and Title: _____		
Work Location: (Street, City, State, Zip) _____		
Mailing Addr: (Street, City, State, Zip) _____		
Employer Location Code: _____	Employer SIC: _____	
Employer FED ID: _____	Employer Code: _____	
Nature of Business: _____		
Policy Number: _____		
<b>ACCIDENT INFORMATION</b>		
Did the Accident Occur at the Work Location? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, where did the accident occur? _____		
Accident Address: (Street, City, State, Zip) _____		
Nature of Accident: _____		
Give a Full Description of the Accident: _____ <span style="font-size: x-small;">(Be as Complete as Possible)</span>		
Are Other WC Claims Involved? Yes <input type="checkbox"/> No <input type="checkbox"/>	Date and Time Reported to Employer:    /    /    : <input type="checkbox"/> <input type="checkbox"/> <span style="font-size: x-small;">am pm</span>	
Person Reported To: _____		
CONTINUED ON NEXT PAGE		
ASC-3085 R3		





Insert Project # and Name

<b>City of Austin ROCIP VIII -</b>		Project # and Name		
1. Contractor Reports to General Contractor Claim Contact 2. General Contractor Reports to Liberty Mutual @ 1-800-362-0000				
<b>Liberty Account Number for ROCIP VIII: 6067424</b>				
<b>POLICY HOLDER</b>			Date of Accident	Time
Insured Name	Location Code	Insured Phone		
Insured Address, City, State, Zip				
Mailing Address, City, State, Zip (If Different)				
<b>DESCRIPTION OF ACCIDENT</b>				
Address Where Accident Occurred (Street, City, State, Zip)				
Exact Location of Accident (i.e.: AISLE 1, PRODUCE DEPT.)				
Accident Description (be as specific as possible)				
Was there a 3rd Party Involved?				
Yes <input type="checkbox"/> No <input type="checkbox"/>		Name of 3rd Party		
<b>WITNESSES</b>				
Witness Name	Address, City, State, Zip	Phone		
Witness Name	Address, City, State, Zip	Phone		
Witness Name	Address, City, State, Zip	Phone		
<b>PROPERTY DAMAGE</b>				
Name of Owner		Home Phone	Business Phone	
Address, City, State, Zip				
Type of Property and Extent of Damage				
<b>PERSONAL INJURY</b>				
<b>INJURED PARTY 1</b>			<b>INJURED PARTY 2</b>	
Name of Person Injured		Sex	Name of Person Injured	
Name of Parent or Guardian if Under 18 Yrs.		Name of Parent or Guardian if Under 18 Yrs.		
Address, City, State, Zip		Address, City, State, Zip		
Home Phone		Business Phone	Home Phone	
Business Phone		Business Phone		
D.O.B.	Age	Social Security Number		
D.O.B.		Age	Social Security Number	
Description of Injury			Description of Injury	
Medical Treatment (i.e.: Hospital/Clinic Name, Address, Phone)			Medical Treatment (i.e.: Hospital/Clinic Name, Address, Phone)	
<b>ADDITIONAL COMMENTS</b>				
_____ _____				

ASC-3094 R1





Appendix A

# MWrap Contractor Portal Instructions



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