

CITY OF AUSTIN
ROLLING OWNER CONTROLLED INSURANCE
PROGRAM VII

INSERT PROJECT # AND NAME

ROCIP VII INSURANCE MANUAL

05/21/2018

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Project Directory

ROCIP VII 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
P 512-974-3264 • F 512-974-3411

Program Manager: Benny Vandenvond P: 512-974-3264 Benny.Vandenvond@austintexas.gov

Safety Representative: Anthony Pleasant P: 512-974-3456 anthony.pleasant@austintexas.gov

GENERAL CONTRACTOR: INSERT NAME OF GC

Main Address: INSERT ADDRESS OF GC

Project Manager: INSERT NAME PHONE # INSERT EMAIL

Site Contact: INSERT NAME PHONE # INSERT EMAIL

Safety Contact: INSERT NAME PHONE # INSERT EMAIL

Claims Contact: INSERT NAME PHONE # INSERT EMAIL

PROJECT SAFETY MANAGER: Safety Solutions, Inc.

Main Address: 26 Long Creek Road, Austin, Texas 78737
P 512-288-7157 • F 512-288-7168

Safety Manager: Jaime Orina C: 512-423-0028 Jaime@safety-solutionsinc.com

BROKER / ROCIP VII ADMINISTRATOR: Marsh USA Inc

Main Address: 500 Dallas Street, Suite 1500, Houston, Texas 77002
P 713-276-8000

Program Manager: Susan Yeldell P: 713-276-8554 austinwrapup.faxes@marsh.com

C: 713-553-3754 susan.e.yeldell@marsh.com

Claims Advocate: Kevin McClelland P: 214-303-8330 Kevin.mcclelland@marsh.com

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Project Definitions

| | |
|---|---|
| PROJECT: | INSERT PROJCT # AND PROJECT NAME |
| OWNER/SPONSOR: | City of Austin, Texas , 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. |
| CONTRACTOR: | |
| ROCIP: | Rolling Owner Controlled Insurance Program – A specialized insurance program provided by OWNER for specifically identified Capital Improvements Program (CIP) projects. |
| ROCIP BROKER /ADMINISTRATOR: | Marsh USA Inc |
| ROCIP CONSTRUCTION SAFETY MANAGER: | Safety Solutions, Inc. |
| ENROLLED CONTRACTOR AND SUBCONTRACTORS | Contractors and Subcontractors that have submitted all necessary enrollment information and have been accepted into the ROCIP VII as evidenced by a Confirmation Letter and Certificate of Insurance. |
| CONFIRMATION LETTER: | A letter issued by the ROCIP VII Administrator which confirms acceptance of the applicant into the ROCIP VII. |
| CERTIFICATE OF INSURANCE: | A document providing evidence of existing coverage for a particular insurance policy or policies. |
| CONTRACT: | A “written” agreement between: <ul style="list-style-type: none">• The Owner and Contractor• The Contractor and Subcontractor including Subcontractors at any tier |
| CONTRACTOR: | The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work. |
| SUBCONTRACTOR: | 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. |
| SUB-SUBCONTRACTOR: | A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work. |
| SUBSTANTIAL COMPLETION: | 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 VII as defined under the "Excluded Parties" definition

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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 VII, 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 VII 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 VII PREMIUMS:

The Owner is responsible for payment of ROCIP VII 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 VII. **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 VII.

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 VII. It is the Contractor's and Subcontractor's responsibility to contact the ROCIP VII Administrator for assistance in this process. If an accident occurs and the company is not enrolled, the ROCIP VII will **not** provide insurance coverage.

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ROCIP VII Insurance Coverages

A. GENERAL INFORMATION:

The information in this manual is intended to provide a brief description of the ROCIP VII. 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 VII. 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 VII, 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 VII 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 VII Insurance Manual. Information concerning enrollment, payroll reporting procedures and accident reporting procedures, are outlined in this manual. The ROCIP VII Administrator will furnish to each Insured the necessary forms, policies, and certificates of insurance upon enrollment in the ROCIP VII.

The ROCIP VII 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 VII:

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.

| | | |
|------------------|-------------------------------|---|
| Part One: | Workers’ Compensation: | Statutory Limits |
| Part Two: | Employer’s Liability: | <u>Annual Limits per Insured</u> |
| | 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.

| | |
|---|---|
| | <u>Annual Limits of Liability Shared by all Insureds</u> |
| 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 5 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)

| | |
|---|---|
| | <u>Annual Limits of Liability Shared by all Insureds</u> |
| 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 VII:

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 VII 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 VII Administrator/Contractor Communications

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

2. Cooperation with ROCIP VII Administrator and Insurers

Contractor and Subcontractors shall cooperate fully with the ROCIP VII Administrator and insurers. All communications from the ROCIP VII 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.

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Contractor/Subcontractor Furnished Insurance Coverages

In addition to the insurance provided by the Owner pursuant to the ROCIP VII, 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 VII, 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 VII 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 VII Administrator as coverages expire and are renewed.

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

Contractors are responsible for monitoring and providing their Subcontractors certificates to the ROCIP VII Administrator, Inc. before Subcontractors are enrolled in the ROCIP VII. 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.

Bidding Requirements, Contract Forms and Conditions of the Contract
CERTIFICATE OF INSURANCE
 Section 00650

This Certificate shall be completed by a licensed insurance agent:

Name and Address of Agency: _____

Phone: _____ / _____

Name and Address of Insured: _____

Phone: _____ / _____

Prime or Sub-Contractor?: _____

Name of Prime Contractor, if different from Insured: _____

City of Austin Reference: _____

Project Name: _____

C.I.P. No.: _____

Project Location: _____

Managing Dept.: _____

Contract No.: _____

Project Mgr.: _____

Insurers Affording Coverages:

Insurer A: _____

Insurer B: _____

Insurer C: _____

Insurer D: _____

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFE- CTIVE DATE (MM/DD/YYYY) | POLICY EXPIR- ATION DATE (MM/DD/YYYY) | LIMITS OF LIABILITY | |
|--|--|------------------|--|---|--|----|
| | | | | | | |
| | Commercial General Liability Policy As defined in the Policy, does the Policy provide: | | | | Each Occurrence | \$ |
| | | | | | General Aggregate | \$ |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Completed Operations/Products | | | | Completed Operations /Products Aggregate | \$ |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Contractual Liability | | | | Personal & Advertising Injury | \$ |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Explosion | | | | Deductible or Self Insured Retention | \$ |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Collapse | | | | | |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Underground | | | | | |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Contractors/ Subcontractors Work | | | | | |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Aggregate Limits per Project Form CG 2503 | | | | | |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Additional Insured Form - CG 2010 | | | | | |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- 30 Day Notice of Cancellation Form - CG 0205 | | | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No -- Waiver of Subrogation Form - CG 2404 | | | | | | |
| | Pollution/ Environmental Impairment Policy | | | | Occurrence | \$ |
| | | | | | Aggregate | \$ |

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS OF LIABILITY | |
|----------|---|---------------|------------------------------------|-------------------------------------|--------------------------------------|----|
| | Auto Liability Policy As defined in the Policy, does the Policy provide: | | | | CSL | \$ |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Any Auto | | | | Bodily Injury (Per Accident) | \$ |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- All Owned Autos | | | | Bodily Injury (Per Person) | \$ |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Non-Owned Autos | | | | Property Damage (Per Accident) | \$ |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Hired Autos | | | | | |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Waiver of Subrogation - CA0444 | | | | | |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- 30 Day Notice of Cancellation - CA0244 | | | | | |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Additional Insured - CA2048 | | | | | |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- MCS 90 | | | | | |
| | Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Excess Liability Follow Form | | | | Occurrence | \$ |
| | | | | | Aggregate | \$ |
| | Workers Compensation and Employers Liability As defined in the Policy, does the Policy provide: | | | | <input type="checkbox"/> Statutory | |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Waiver of Subrogation - WC420304 | | | | Each Accident | \$ |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- 30 Day Notice of Cancellation - WC420601 | | | | Disease - Policy Limit | \$ |
| | | | | | Disease - Each Employee | \$ |
| | Is a Builders Risk or Installation Insurance Policy provided? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | \$ |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- Is the City shown as loss payee/mortgagee? | | | | | |
| | Professional Liability As defined in the Policy, does the Policy provide: | | | | Each Claim | \$ |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No -- 30 Day Notice of Cancellation Retroactive Date: _____ | | | | Deductible or Self Insured Retention | \$ |

This form is for informational purposes only and certifies that policies of insurance listed above have been issued to insured named above and are in force at this time. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, insurance afforded by policies described herein is subject to all terms, exclusions and conditions of such policies.

CERTIFICATE HOLDER:

DATE ISSUED: _____

City of Austin
Contract Management Department
P.O. Box 1088
Austin, Texas 78767

AUTHORIZED REPRESENTATIVE SIGNATURE
Licensed Insurance Agent

END

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Contractor/Subcontractor Responsibilities

A. ENROLLMENT INTO THE ROCIP VII:

All information requested on the **Insurance Enrollment Application (Marsh Form-2)** must be submitted via the on-line MWrap Contractor Portal system to obtain coverage under the ROCIP VII. Each Contractor and Subcontractor shall provide details about its lower-tier Subcontractors to enroll them into the ROCIP VII.

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 VII is required, but not automatic.

When a Contractor or Subcontractor is accepted into the ROCIP VII, they will receive a Certificate of Insurance from the ROCIP VII 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 VII 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. Please refer to **ROCIP VII Monthly Payroll Report (Marsh Form-3)** for details, however, 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 VII **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 VII 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 VII 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 VII 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 VII Administrator will provide, upon request, a completed **ROCIP VII Payment Form** for inclusion in the contractor's payment application. Failure to include the completed ROCIP VII 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 VII Requirements.

E. COMPLETION OF WORK/TERMINATION OF INSURANCE:

When work is completed, a **Notice of Work Completion Form (Marsh Form-4)** must be submitted via the MWrap Contractor Portal by subcontractor (for each contract) and notice sent to the Awarding Contractor and ROCIP VII 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.

7

ROCIP VII MWrap Contractor Portal Instructions and Enrollment

All enrollments and reporting are to be done through the MWrap Contractor Portal (instructions included in Appendix A attached to this Manual)

The following ROCIP VII Forms are included for your info / reference only:

1. Notice of Contract Award (Marsh Form -1)
2. Insurance Enrollment Form (Marsh Form- 2)
3. Monthly On-Site Payroll Form (Marsh Form-3)
3. Notice of Work Completion (Marsh Form-4)

ROCIP Form 1

City of Austin
Rolling Owner Controlled Insurance Program (ROCIP VII)
NOTICE OF SUBCONTRACT AWARD AND
REQUEST FOR INSURANCE*

ENROLLMENT IS TO BE DONE ON-LINE UTILIZING THE MWRAP CONTRACTOR PORTAL.
THIS FORM IS PROVIDED FOR INFO / REFERENCE ONLY.

This is to inform you that a Contract has been awarded to the following Subcontractor:

Co. Legal Name: _____

Address: _____

Phone: _____ Fax: _____ Federal Employer's ID#: _____

Office _____

Contact/email address: _____

Safety Contact: _____

Scope of Work: _____

**Start Date: _____ Estimated Completion Date: _____ Contract Value: _____

Estimated Subcontract Value – net (without insurance) \$ _____

Estimated Value of Insurance Deduct: \$ _____

Estimated Payroll: \$ _____

Awarded By:

Awarding Company's Name: _____

Completed By: _____

Title: _____

Contract Execution Date: _____

Project Name / Contract Number: ROCIP VII – INSERT PROJECT # AND PROJECT NAME

Prime or General Contractor Name _____

***You must submit a Notice of Subcontract Award, ROCIP Form 1, for each of your Subcontracts awarded to an Eligible Party and have Subcontractor submit an Enrollment Form (Insurance Enrollment Application –Form 2)**

****Start date will be the effective date of insurance coverage under specified ROCIP project, but only after completion of the Enrollment procedures included in this manual.**

ROCIP VII Administrator
Email: austinwrapup.faxes@marsh.com

ROCIP Form 2

City of Austin Rolling Owner Controlled Insurance Program (ROCIP VII)

INSERT PROJECT # AND PROJECT NAME

INSURANCE ENROLLMENT APPLICATION

**ENROLLMENT IS TO BE DONE ON-LINE UTILIZING THE MWRAP CONTRACTOR PORTAL.
 THIS FORM IS PROVIDED FOR INFO / REFERENCE ONLY.**

Examine your current Workers Compensation and General Liability Policies or contact your Insurance Agent to assist you with completing this form. **Notice Enrollment is not automatic and requires the satisfactory completion of the Marsh Form 1 and Form 2. In addition, submit a Certificate of Insurance providing evidence of your off-site coverage. – Please refer to the Insurance Manual for coverage requirements.**

Minority Classification: African American Asian American Hispanic Native American
 Woman Owned Hispanic/Woman Owned Other _____

Legal /Insured Contractor. Name: _____ Indiv Ptshp Corp J/V

Address: _____ FEIN _____

Office Contact: _____ Phone: _____ Fax: _____

Site Contact: _____ Phone: _____ Fax: _____

Safety Contact: _____ Phone: _____ Fax: _____

Insurance Contact: _____ Phone: _____ Fax: _____

Payroll Contact: _____ Phone: _____ Fax: _____

Payroll Email Address: _____

CONTRACT NUMBER: _____ **DATE CONTRACT AWARDED:** _____

ESTIMATED CONTRACT VALUE: \$ _____

Scope of Work: _____ Awarding Contractor: _____

Prime Contractor: _____ Prime Contract #: _____

State Date*: _____ Est. Completion Date: _____ % Self Performed: _____ Est. Man-hours: _____

% Subcontracted: _____ Est. # of Subcontractors: _____ Est. Subcontracted Man-hours: _____

* Your Estimated Start Date will be the effective date of coverage under the ROCIP. It is each Subcontractor's responsibility to notify its own insurance carrier to exclude all work covered under this program from your current insurance program

WORKERS COMPENSATION AT THE TIME CONTRACT IS EXECUTED:

Current Insurance Company: _____ **Policy Period:** _____

Experience Modifier: _____ **Deductible:** _____ **Retention:** _____

| A. Workers' Compensation (Project Site Payroll Only) Attach additional pages if required | | |
|--|---------------------|-----------|
| 1 | W.C. Classification | W.C. Code |
| 2 | | |
| 3 | | |

GENERAL LIABILITY AT THE TIME CONTRACT IS EXECUTED:

G.L. Insurance Company: _____ **Policy Period:** _____

| B. General Liability (Project Site Payroll/Receipts Only) Attach additional pages if required | | |
|---|---------------------|-----------|
| 1 | G.L. Classification | G.L. Code |
| 2 | | |

UMBRELLA/EXCESS LIABILITY:

Name of Insurance Company: _____ **Policy Period:** _____

NO CERTIFICATES OF INSURANCE OR INSURANCE POLICIES WILL BE PROVIDED UNDER THE ROCIP UNTIL THIS FORM IS RECEIVED AND COVERAGE IS AUTHORIZED BY THE ROCIP ADMINISTRATOR. AGREEMENT

City of Austin, as Sponsor of the ROCIP, or their ROCIP Administrator, are granted permission by Subcontractor to inspect the insurance policy declaration pages to verify Codes provided above. Upon completion of the work, City of Austin or their ROCIP carrier shall audit the project payroll records of Subcontractor and adjust the reported payroll amount in accordance with the audit provisions of the Subcontract Agreement and Insurance Policy. Any and all returns of premiums, dividends, discounts or other adjustments to any ROCIP policy is assigned, transferred and set over absolutely to City of Austin. This assignment is valid for insurance policies whose premiums have been paid by City of Austin on behalf of such Subcontractor.

Signed: _____ Print Name: _____ Date: _____

Marsh USA Attn.: ROCIP Administrator
 Email: austinwrapup.faxes@marsh.com

| Worksheet Changes | |
|-------------------|------|
| Sub. Initials | Date |

ROCIP Form 3

Payroll Reporting Form

INSERT PROJECT # AND PROJECT NAME

**PAYROLL IS TO BE REPORTED ON-LINE UTILIZING THE MWRAP CONTRACTOR PORTAL.
 THIS FORM IS PROVIDED FOR INFO / REFERENCE ONLY.**

NOTE:
 ON-SITE PAYROLL IS TO BE REPORTED ON-LINE UTILIZING THE MWRAP CONTRACTOR PORTAL. The data must be submitted for every payroll period, even if you are reporting zero payroll. Payroll must be reported separately for each contract. Your report is due on or before 10th day of the succeeding month.
FAILURE TO SUBMIT THIS ON A PAYROLL PERIOD BASIS MAY VIOLATE THE TERMS OF YOUR CONTRACT AND RESULT IN PAYMENTS BEING DELAYED.

1. On-Site Payroll: From _____, 20__ To _____, 20__ Reporting for Month of: _____

2. Name of Contractor & FEIN: _____ 3. Bid Package Name & Id: _____

4. Contract Number: _____

NOTE: If working on multiple contracts under this wrap-up, complete a separate form for each contract.

5. Is payroll this period ZERO? YES NO

If yes, stop, sign and return the form. If no, proceed to the next question.

6. Have you completed 100% of your work for this contract? YES NO

If yes, you'll be sent a Notice of Completion form to complete. Contact your wrap-up administrator with questions. If no, proceed to question #7.

7. For periods with payroll other than zero complete the following table:

| WC Class Code | Description | # Emp. | Hours Worked | | | Wages | | | |
|---------------|-------------|--------|-------------------|--------------------|-------------------|-------------|-----------------------|----------------------|-------------------|
| | | | Regular Hours (A) | Overtime Hours (B) | Total (C)=(A)+(B) | Regular (E) | Overtime Straight (F) | Overtime Premium (G) | Total (H)=(E)+(F) |
| | | | | | | \$ | \$ | \$ | \$ |
| | | | | | | \$ | \$ | \$ | \$ |
| | | | | | | \$ | \$ | \$ | \$ |
| | | | | | | \$ | \$ | \$ | \$ |

Helpful Hints on Completing Question 7:

Regular Wages: Report ALL payroll at the straight time rate. You should INCLUDE wages for vacation, holiday, and sick pay. Wages should EXCLUDE burden, fringes, and overtime (see below overtime wage definition).

Overtime Straight Wages: These earnings should ONLY be at the STRAIGHT TIME rate. The straight time earnings associated with the overtime should not be included in the regular wages above, they need to be separated out here. For example: If \$15 is paid at the time and a half rate, then you should only include the \$10 portion of the overtime wages in the Total Overtime Straight Wages.

Overtime Premium Wages: Premium portion of overtime wages goes in the Overtime Premium column. For example: If \$15 is paid at the time and a half rate, then you should include the \$5 portion of the overtime wages in the Overtime Premium section and the \$10 overtime wages in the Overtime Straight section as outlined above.

8. Contract Value Completed to Date: \$ _____

Payroll reports may be audited by the Wrap-Up Administrator and/or Insurance Company.

We certify that the above is an accurate statement of wages expended on this wrap-up for this month.

Signature

Date

Preparer's Name

Phone

Title

ROCIP VII Administrator

Address: 500 Dallas Street, Suite 1500, Houston, Texas 77002

Email: austinwrapup.faxes@marsh.com

8

Project Safety Program

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

Please refer to the City of Austin Capital Improvements Program ROCIP Project Safety Manual. Contact Safety Solutions, Inc. with any questions:

Jaime Orina

ROCIP Construction Safety Manager
26 Long Creek Road
Austin, Texas 78737
Office Phone: 512-288-7157
Cell Phone: 512-423-0028
E-mail: Jaime@safety-solutionsinc.com

Non-compliance with these requirements will be considered to be the same as non-compliance with another contractual condition



9

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 phone to: Liberty Mutual 1-800-362-0000 | GC Claim Contact | GL or WC Claim Report |
| 7. Completed form faxed to: Anthony Pleasant, ROCIP Safety @ 512-974-3411 Kevin McClelland, ROCIP Claims Advocate @ 214-303-8014 | GC Claim Contact | GL or WC Claim Report |

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 VII Safety Representative, Anthony Pleasant and either Anthony or GC Claims contact will contact the Marsh Claims Advocate, 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 VII Claim Advocate**:

Safety Manager

SAFETY MANAGER NAME

GC NAME

GC STREET ADDRESS

GC CITY, STATE ZIP

Phone: **XXX-XXX-XXXX**

Email: **SAFETY MANAGER EMAIL**

Claim Advocate

Kevin McClelland

Marsh USA Inc.

4400 Comerica Bank Tower

1717 Main Street

Dallas, Texas 75201-7357

Phone: 214-303-8330

Email: Kevin.McClelland@marsh.com

B. WORKERS' COMPENSATION CLAIMS REPORTING PROCEDURES:

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

Immediately notify the ROCIP VII 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 fax a copy of the WC Claim Report Form to Anthony Pleasant, ROCIP VII Safety Representative at 512-974-3411 and ROCIP VII Marsh Claims Advocate Kevin McClelland 214-303-8330.
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 Anthony Pleasant.
6. All "serious accidents", incidents and injuries will be reported immediately by phone to Anthony Pleasant at 512-632-3333. Anthony will call ROCIP VII 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 fax a copy of the GL Claim Report Form to Anthony Pleasant, ROCIP VII Safety Representative at 512-974-3411 and Kevin McClelland ROCIP VII Claims Advocate at 214-303-8330.
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 Anthony Pleasant.
5. All Serious accidents, incidents and injuries will be reported immediately by phone to the City of Austin ROCIP VII Safety Representative, Anthony Pleasant, at 512-632-3333. Anthony will notify the Marsh Claims Advocate, Kevin McClelland ROCIP VII 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 VII. 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 VII. 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 VII Administrator. Please note that the loss information is also available from the ROCIP VII Insurance Carrier.

G. ALCOHOL & DRUG TESTING:

Please refer to the City of Austin Capital Improvements Program ROCIP Project Safety Manual for the Controlled Substances Safety Policy & Procedures.

| | |
|--|---|
| <p><u>City of Austin ROCIP VII</u></p> <p>1. Contractor Reports to General Contractor Claim Contact 2. General Contractor Reports to Liberty Mutual @ 1-800-362-0000</p> |  <p>WC</p> |
|--|---|

Liberty Account Number for ROCIP VII: 42404

CLAIM INFORMATION

| | | | |
|-----------------------------|--|--|--|
| Date/Time of Injury: | <input type="checkbox"/> AM <input type="checkbox"/> PM | After the call, write claim number here: WC | |
| Is this claim work related? | Yes No | Will the employee miss time from work? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Employer Name:

EMPLOYEE INFORMATION

| | | |
|---|---|-----------------------|
| 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"/> | |
| Hire Date: | Number of Dependents: Dependents under 18: | |
| Occupation: | Department Name: | |
| State Hired: | Supervisor Name & Phone: | |
| Current Weekly Wage: | Hourly Wage: | Hours Worked per Day: |
| 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: |

EMPLOYER INFORMATION

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: _____

Contract Number: _____

ACCIDENT INFORMATION

Did the Accident Occur at the Work Location? Yes No If No, Where Did the Accident Occur? _____

| | |
|---|----------------------|
| Project Name: | Project Site Code: |
| Accident Address: (Street) | (City) (State) (Zip) |
| Nature of Accident: _____ | |
| Give a Full Description of the Accident: (Be as Complete as Possible) | |

Are Other WC Claims Involved? Yes No Date and Time Reported to Employer: _____

Person Reported To: _____

ASC-3085 R2

**CITY OF AUSTIN
ROCIP VII
AUTHORIZATION FOR MEDICAL TREATMENT**

**SEND WITH INJURED WORKER OR FAX TO MEDICAL PROVIDER PRIOR TO THE FIRST
MEDICAL TREATMENT**

FACSIMILE TRANSMITTAL SHEET

TO: Medical Provider **FAX NUMBER:** _____

FROM: _____ **PHONE:** _____

TOTAL NO. OF PAGES INCLUDING COVER: _____ **DATE:** _____

RE: Injured Worker

CITY OF AUSTIN ROCIP VII
Project Name & Site Code: **INSERT PROJECT # AND PROJECT NAME**
Enrolled Contractor Name & Address: _____
_____ Contractor WC Policy Number: _____
Contractor Main Contact Person: _____ Phone: _____
Employee Name/Injured Worker: _____ DOB: _____
Date of Incident: _____ Description of Incident: _____

Which of the following test(s) will be administered to the injured worker?
 Drug Screen Breath Alcohol Drug Screen & Breath Alcohol Urine Collection Only

ALL DRUG SCREEN/BREATH ALCOHOL TEST RESULTS & BILLS WILL BE SENT TO:
Safety Manager _____ Safety Manager Phone # _____
SAFETY MANAGER NAME **PHONE #** **EMAIL**

TO MEDICAL PROVIDER:
Send Medical Bills only and Reports to ROCIP VII Insurance Carrier:

Liberty Mutual Group
Central billing Unit **Phone: 1-800-300-0110 for inquiries or pre-authorization**
P.O. Box 7203 **ROCIP VII Account Number: 42404**
London, KY 40742

City of Austin ROCIP VII Incident Investigation Report

This form must be completed within 24 hours after the incident

| | | |
|--|---|---|
| 1. Company: | 2. Project Name: INSERT PROJECT # AND PROJECT NAME | 3. Project Site Code: INSERT PROJECT # |
| 4. Company Contact: | 5. Phone Number: | |
| 6. Exact Location of Incident: | 7. Date of Incident: | |
| | 8. Time: | |
| | 9. Date Reported: | |
| City/State: | 10. Job-Site Phone Number: | |
| 11. Type of Loss: <input type="checkbox"/> WC <input type="checkbox"/> Environmental <input type="checkbox"/> Liability <input type="checkbox"/> Property <input type="checkbox"/> Fire <input type="checkbox"/> Crime <input type="checkbox"/> CIP <input type="checkbox"/> Other | | |
| Injury or Illness | Property Damage (Vehicle, Building, Equipment) | Other Incidents |
| 12. Name of Injured | | |
| 13. Company | | |
| 14. Age and Years Experience | | |
| 15. Part of Body Affected | | |
| 16. Nature of Injury/Illness | | |
| 17. Object/Equip/Substance Inflicting Injury | | |
| 18. Person with Most Control | | |
| 19a. OSHA Recordable <input type="checkbox"/> Yes <input type="checkbox"/> No | 19b. Lost Time <input type="checkbox"/> Yes <input type="checkbox"/> No | 19c. Days Lost |
| 20. Person Injured: | | |
| Date of Birth: _____ Social Security #: _____ Marital Status: _____ | | |
| Date of Hire: _____ Job Title: _____ | | |
| Address: _____ | | |
| Telephone No: _____ Return to Work Date: _____ | | |
| Name of Medical Provider: _____ | | |
| Address of Medical Provider: _____ | | |

21. Describe clearly how the incident/accident occurred

22. Identify improper acts and/or condition that were the primary causes:

23. Why did the unsafe acts or conditions in 22 above occur?:

Anthony Pleasant @ 512-974-3411
 City of Austin ROCIP Safety Representative

Evaluation: Check the Severity and Recurrence Potential for a similar incident/accident.

| 24. Severity Potential <input type="checkbox"/> Major <input type="checkbox"/> Serious <input type="checkbox"/> Minor | 25. Recurrence Potential <input type="checkbox"/> Frequent <input type="checkbox"/> Occasional <input type="checkbox"/> Rare | | | | | | |
|--|--|------------------|--|---------------------------------|------------------|--|--|
| 26. Have similar incidents occurred previously? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | |
| 27. Comments on reason for occurrences: | | | | | | | |
| 28. Steps to prevent recurrence List those steps that have or must be taken to prevent a recurrence: | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Follow-up Action</th> </tr> <tr> <td style="width:50%;">Intermediate Action Taken-Date:</td> <td style="width:50%;">Completion Date:</td> </tr> <tr> <td style="height: 40px;"></td> <td style="height: 40px;"></td> </tr> </table> | Follow-up Action | | Intermediate Action Taken-Date: | Completion Date: | | |
| Follow-up Action | | | | | | | |
| Intermediate Action Taken-Date: | Completion Date: | | | | | | |
| | | | | | | | |
| 29. Did this involve a defective machine, tool, vehicle or product? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | |

| | | | | | | | |
|-------------------|---|-------|--|----------|--|-------------------|--|
| 30. Witness: | <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:15%;">Name:</td><td></td></tr> <tr><td>Address:</td><td></td></tr> <tr><td>City, State, Zip:</td><td></td></tr> </table> | Name: | | Address: | | City, State, Zip: | |
| Name: | | | | | | | |
| Address: | | | | | | | |
| City, State, Zip: | | | | | | | |

Attach Witness Statement

| | | | | | | | |
|-------------------|---|-------|--|----------|--|-------------------|--|
| Witness: | <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:15%;">Name:</td><td></td></tr> <tr><td>Address:</td><td></td></tr> <tr><td>City, State, Zip:</td><td></td></tr> </table> | Name: | | Address: | | City, State, Zip: | |
| Name: | | | | | | | |
| Address: | | | | | | | |
| City, State, Zip: | | | | | | | |

Attach Witness Statement

| | | | | | | | |
|-------------------|---|-------|--|----------|--|-------------------|--|
| Witness: | <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:15%;">Name:</td><td></td></tr> <tr><td>Address:</td><td></td></tr> <tr><td>City, State, Zip:</td><td></td></tr> </table> | Name: | | Address: | | City, State, Zip: | |
| Name: | | | | | | | |
| Address: | | | | | | | |
| City, State, Zip: | | | | | | | |

Attach Witness Statement

31. Police Dept. Responding Name:

Precinct:

Shield Number:

| | | | |
|--------------------------|--------|--------------|-------|
| 32. Investigated by: | Date: | Reviewed by: | Date: |
| | | | |
| 33. Report Completed By: | Title: | | |
| | | | |

APPENDIX

A MWrap Contractor Portal Instructions



Marsh USA Inc.
4400 Comerica Bank Tower
1717 Main Street
Dallas, TX 75201