

CITY OF AUSTIN
ROLLING OWNER CONTROLLED INSURANCE
PROGRAM VI

ROCIP VI INSURANCE MANUAL

AUGUST 26, 2013

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Project Directory

ROCIP VI SPONSOR: **City of Austin**

Main Address: Human Resources Department - Risk Management Division
505 Barton Springs Road, Suite 600, P.O. Box 1088, Austin, Texas 78767
P 512-974-3264 • F 512-974-3411

Program Manager: Benny VandenAvond P: 512-974-3264 benny.vandenavond@austintexas.gov

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

GENERAL CONTRACTOR:

Main Address:

Project Manager: P: _____

F: _____

Site Contract: P: _____

F: _____

Safety Contact: P: _____

Claims Contact: F: _____

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 safetysolutions@austin.rr.com

BROKER / ROCIP VI ADMINSTRATOR: **Marsh USA Inc**

Main Address: 1717 Main Street, Suite 4400 Dallas, Texas 75201

Program Manager: Cindy Gibbens P: 210-691-4290 Cindy.gibbens@marsh.com

F: 212-948-5020

ROCIP Admin: Cory Mack P: 214-303-8342 austinwrapup.faxes@marsh.com

F: 212-948-5020

Claims Advocate: Melodie Langford P: 248-701-4168 Melodie.s.langford@marsh.com

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Project Definitions

PROJECT:

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 VI as evidenced by a Confirmation Letter and Certificate of Insurance.

CONFIRMATION LETTER:

A letter issued by the ROCIP VI Administrator which confirms acceptance of the applicant into the ROCIP VI.

**CERTIFICATE OF
INSURANCE:**

A document providing evidence of existing coverage for a particular insurance policy or policies.

CONTRACT:

A written agreement between:

- 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:
SUBSTANTIAL
COMPLETION:**

A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.

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 a Certificate of 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:** **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 VI 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, **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 VI, 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 VI 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 VI PREMIUMS:

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

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

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ROCIP VI Insurance Coverages

A. GENERAL INFORMATION:

The information in this manual is intended to provide a brief description of the ROCIP VI. 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 VI. 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 VI, each **enrolled** Contractor and Subcontractor will be issued an individual Workers' Compensation policy and Commercial General Liability 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 VI 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 VI Insurance Manual. Information concerning enrollment, payroll reporting procedures and accident reporting procedures, are outlined in this manual. The ROCIP VI Administrator will furnish to each Insured the necessary forms, policies, and certificates of insurance upon enrollment in the ROCIP VI.

The ROCIP VI 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 VI:

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 VI:

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 and Commercial General Liability policy. The ROCIP VI 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 VI Administrator/Contractor Communications

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

2. Cooperation with ROCIP VI Administrator and Insurers

Contractor and Subcontractors shall cooperate fully with the ROCIP VI Administrator and insurers. All communications from the ROCIP VI 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 VI, 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 VI, 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 VI Administrator showing each of the required coverages, in the proper amounts, and are responsible for seeing that updated certificates are filed with the ROCIP VI Administrator as coverages expire and are renewed.

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

Contractors are responsible for monitoring and providing their Subcontractors certificates to the ROCIP VI Administrator, Inc. before Subcontractors are enrolled in the ROCIP VI. 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 Section V.B. Required Coverages, 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

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

- a) Waiver of Subrogation endorsement TE 2046A;
- b) 30 day Notice of Cancellation endorsement TE 0202A; and
- c) Additional Insured endorsement TE 9901B.

2. Builder's Risk Insurance (Required of Contractor Only)

Coverage: Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by Owner. Owner shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

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 EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION 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	\$	

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Contractor/Subcontractor Responsibilities

A. ENROLLMENT INTO THE ROCIP VI:

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

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 VI is required, but not automatic.

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

A separate (Marsh Form -2) 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 VI Administrator by the 10th of each subsequent month. 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 VI Monthly Payroll Report (Marsh Form-3)**.

NOTE: The Monthly Payroll Report should include the "straight-time" payroll and the "straight-time" portion of any "overtime" payroll for all ROCIP VI **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 VI Administrative Forms are available electronically and may be completed and submitted via email address to austinwrapup.faxes@marsh.com / or fax 212-948-5020

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 VI 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 VI 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 VI Administrator will provide a completed **ROCIP VI Payment Form** to the **City of Austin Project Manager** for inclusion in the contractor's payment application. Failure to include the completed ROCIP VI 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 VI Requirements.

E. COMPLETION OF WORK/TERMINATION OF INSURANCE:

When work is completed, a **Notice of Work Completion Form (Marsh Form-4)** must be completed by subcontractor (for each contract) and sent to the Awarding Contractor and ROCIP VI 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 punchlist 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 are or were enrolled under the ROCIP for a period up to the duration of the Completed Operations extension.

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ROCIP VI Forms

The following ROCIP VI Forms are included for your reference:

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)

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

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 VI – 6001 Austin Bergstrom International Airport

Prime or General Contractor Name: _____

*You must complete a Notice of Subcontract Award, ROCIP Form 1, for each of your Subcontracts awarded to an Eligible Party and have Subcontractor complete 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.

Send this Form to: Attn.: ROCIP VI Administrator
Email: austinwrapup.faxes@marsh.com
Fax: (212) 948-5020

ROCIP Form 2

**City of Austin Rolling Owner Controlled Insurance Program (ROCIP VI)
 INSURANCE ENROLLMENT APPLICATION – Project Name**

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(s). – Please refer to the Project Insurance Manual**

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 PHS VI. 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		
W.C. Classification	W.C. Code	Estimated Payroll *
1		
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		
G.L. Classification	G.L. Code	Estimated Payroll/Receipts *
1		
2		
3		

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 PHS VI ADMINISTRATOR.

AGREEMENT

City of Austin, as Sponsor of the ROCIP PHS VI, or their ROCIP PHS VI 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 PHS VI 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 PHS VI 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: _____

Send this Form to: Marsh USA Attn.: ROCIP PHS VI Administrator
 Email: austinwrapup.faxes@marsh.com Fax: 212-948-5020

Worksheet Changes	
Sub. Initials	Date

ROCIP Form 3

Payroll Reporting Form

Project Name

NOTE:

This form must be filled out for every payroll period, even if you are reporting zero payroll. Complete a Separate Form for each contract. Your report is due to email address Austinwrapup.faxes@marsh.com 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

Please return this to: ROCIP PHS VI Administrator

Address: 1717 Main Street, Suite 4400, Dallas TX 75201

Fax: (212) 948-5020

Email: austinwrapup.faxes@marsh.com

ROCIP Form 4

NOTICE OF WORK COMPLETION

CONTRACTOR INFORMATION

Contractor Legal Name: _____
 Your Role on this Contract: CM/GC 1st Tier Contractor Subcontractor (select one)
 Awarding Contractor: _____
 Project/ Location: **Project Name** _____

CONTRACT INFORMATION

Bid Package Name: _____ Bid Package Description: _____
 Bid Package ID: _____ Contract Number: _____
 Actual Start Date: _____ Final Contract Amount: \$ _____
 Work Completion Date: _____ Final Self-Performed Contract Amount: \$ _____
 Is this our only contract? Yes No

We are still working under the following contracts:

Contract #	Bid Package ID

Final Self-Performed Payroll:

WC Class Description	WC Class Code	Payroll
		\$
		\$
		\$
		\$
Total Final Self-Performed Payroll:		\$

SUBCONTRACTORS

Subcontractor Name	Subcontractor's Work Completion Date	Final Subcontractor Contract Amount
		\$
		\$
		\$
		\$
Total Final Subcontracted Contract Amount:		\$

PAYROLL CONTACT

Last Name: _____ Street Address Line 1: _____
 First Name: _____ Street Address Line 2: _____
 Job Title: _____ Street Address Line 3: _____
 Phone Number: _____ City: _____
 Fax Number: _____ State: _____
 Mobile Number: _____ Postal Code: _____
 E-Mail Address: _____ Country: _____

CONTRACTOR AUTHORIZATION

Authorized By: _____ Title: _____
 Signature: _____ Date: _____

AWARDING CONTRACTOR AUTHORIZATION

Authorized By: _____ Title: _____
 Signature: _____ Date: _____

Please return this to:

Marsh ROCIP PHS VI Administrator
 Address: 1717 Main Street, Suite 4400
 Dallas, TX 75201
 Fax: (212) 948-5020
 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: safetysolutions@austin.rr.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 Melodie Langford, ROCIP Claims Advocate @ 248-701-4168	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 VI 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 VI Claim Advocate**:

Joe Ruiz

Hensel Phelps Construction Co.
2716 Spirit of Texas Dr
Austin, Texas 78719
Phone: 512-834-9848
Fax: 512-834-9844

jruiz@henselphelps.com

Melodie Langford

Marsh USA Inc.
9830 Colonnade Blvd., Suite 400
San Antonio, Texas 78230
Phone: 248-701-4168
Melodie.s.langford@marsh.com

B. WORKERS' COMPENSATION CLAIMS REPORTING PROCEDURES:

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

Immediately notify the ROCIP VI 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 VI Safety Representative at 512-974-3411 and Melodie Langford ROCIP VI Claims Advocate at 248-701-4168.
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 Marsh Claim Advocate Linda Meik 214-303-8475.
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 V Safety Representative at 512-974-3411 and Melodie Langford ROCIP VI Claims Advocate at 248-701-4168.
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 Vi Safety Representative, Anthony Pleasant, at 512-632-3333. Anthony will notify the Marsh Claims Advocate, Melodie Langford, at 248-701-4168.
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 VI. 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 VI. 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 VI Administrator. Please note that the loss information is also available from the ROCIP V 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.

City of Austin ROCIP VI

- 1. Contractor Reports to General Contractor Claim Contact**
- 2. General Contractor Reports to Liberty Mutual @ 1-800-362-0000**

Liberty Account Number for ROCIP VI: 42404



WC

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 <input type="checkbox"/> No <input type="checkbox"/>	Date and Time Reported to Employer:
---	-------------------------------------

Person Reported To:

ASC-3085 R2

MARSH

**CITY OF AUSTIN
ROCIP VI
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 V

Project Name & Site Code: _____

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:

Contractor

ATTN:

Address

City, State and Zip

TO MEDICAL PROVIDER:

Send Medical Bills only and Reports to ROCIP VI Insurance Carrier:

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

City of Austin ROCIP VI Incident Investigation Report

This form must be completed within 24 hours after the incident

1. Company:	2. Project Name: CLMC128 S. I35, Segment 2/5, I35 Slaughter & Onion Crossings, 36-inch WM	3. Project Site Code: 0009-01
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:

Fax All Forms to:
 City of Austin ROICIP Safety Representative

Anthony Pleasant @ 512-974-3411

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

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></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:	Name: <hr/> Address: <hr/> City, State, Zip: <hr/>
--------------	---

Attach Witness Statement	
Witness:	Name: <hr/> Address: <hr/> City, State, Zip: <hr/>

Attach Witness Statement	
Witness:	Name: <hr/> Address: <hr/> City, State, Zip: <hr/>

Attach Witness Statement

31. Police Dept. Responding Name:	
Precinct:	Shield Number:

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



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