

**DALLAS INDEPENDENT SCHOOL
DISTRICT BOND PROGRAM**

2707 North Stemmons Freeway

Suite # 245

Dallas, Texas 75207

ROLLING OWNER CONTROLLED INSURANCE PROGRAM

(ROCIP)

INSURANCE MANUAL

Revised 06/22/2004

INTRODUCTION

Dallas Independent School District (DISD) has purchased certain insurance coverages for the Program Managers (PM), General Contractors (GC) and all subcontractors of every tier working on the Project. **Therefore, Dallas Independent School District has specified that certain insurance costs be excluded from all initial bids and any subsequent change orders.**

The insurance protection provided by the Rolling Owner Controlled Insurance Program (ROCIP), as well as your rights and responsibilities under the program, are as much a part of your contract as the actual work specifications. **Participation is mandatory, unless your operations are specifically excluded.** All terms and conditions of this manual are incorporated by reference into your contract.

The Program Managers, General Contractors and all subcontractors shall comply with all aspects of Dallas Independent School District's Safety and Loss Prevention Policy and Dallas Independent School District Safety Guidelines Manual, and the ROCIP Insurance Claims Reporting Procedures which are attached hereto and made a part hereof.

Any questions regarding the particulars of this program can be discussed at all pre-bid and pre-award meetings, or contact the ROCIP Manager (see directory page 4).

Table of Contents

- Introduction
- Directory (Sect I)
- Definitions (Sect II)
- General Provisions (Sect III)
- Insurance Provided by ROCIP (Sect IV)
- Insurance Provided by All Contractors (Sect V)
- Enrolling in the ROCIP - Completing Forms 1-6) (Sect VI)
- Claims Reporting Procedures (Sect VII)
- Drug & Alcohol Free Job site (Sect VIII)

IMPORTANT NOTICE: The ROCIP provides coverage only for those insurance coverages listed in this manual. You should consult with your insurance agent or risk manager concerning coverage not provided by the ROCIP.

SECTION I DIRECTORY

<u>OWNER:</u>	Dallas Independent School District 2707 N. Stemmons Suite # 245 Dallas, Texas 75207 (972) 925-7200	(972) 925-7211 (fax)
<u>ASSOCIATE SUPERINTENDENT:</u> Construction Services	Jack Hill	(972) 925-7210
<u>GENERAL SUPERVISOR</u> Administrative Assistant	Irma DeLeon	(972) 925-7212
<u>PROGRAM MANAGERS:</u>		
AUSTIN COMMERCIAL, LP	2707 N. Stemmons # 220 Dallas, Texas 75207	(972) 925-7350 (972) 925-7311 (fax)
<i>Program Executive</i>	Roger Files	(972) 925-7340
<i>Program Director</i>	Dan Christy	(972) 925-7320
<i>Project Safety Coordinator</i>	Joe Rodriguez	(214) 803-3419
<i>ROCIP Liaison</i>	Kathy Savage	(972) 925-7330
JACOBS / PEGASUS	2707 Stemmons #230 Dallas, Texas 75207	(972) 925-7250 (972) 925-7251 (fax)
<i>Program Director</i>	Nick Norris	(972) 925-7260
<i>Deputy Program Director</i>	Barry Brock	(972) 925-7270
<i>Project Manager/Safety & ROCIP Liaison</i>	Gary Douthitt Gary Douthitt	(972) 925-7269 (972) 925-7269
DMJM	2707 N. Stemmons #200 Dallas, Texas 75207	(972) 925-7360 (972) 925-7261 (fax)
<i>Program Director</i>	Kristabel Lopez	(972) 925-7377
<i>Deputy Director</i>	Steven Solka	(972) 925-7370
<i>Safety Coordinator</i>	Erasmio Lopez	(972) 925-7381
<i>Admin Assistant</i>	Christie Caldwell	(972) 925-7363

SECTION II DEFINITIONS

CLAIMS COORDINATOR (*Angela Mitchell & Tina Deal*): The individual responsible for coordinating claims handling between DISD, Program Management Firms, General Contractors, subs of all tiers and insurance carriers.

CLAIMS REPORTING PROCEDURES MANUAL: The manual that identifies the procedures and forms for handling Workers' Compensation, General Liability, Environmental Liability and Builders Risk claims and incident reporting.

CLIENT MANAGERS (*Cheri Veltman & Donna Mobley*): The individuals employed by Marsh who have overall program responsibility, including oversight of administration, safety and claims services provided by the ROCIP Manager.

CONSTRUCTION CONTRACT: The written agreement between DISD and General Contractors or between General Contractors and their subcontractors of any tier.

CONTRACTOR SAFETY REPRESENTATIVE: The individual assigned by each contractor or subcontractor to perform the onsite safety duties.

EMPLOYER: Any insured performing work under contract at the job site.

ENROLLED CONTRACTOR: Any contractor or subcontractor of any tier who has been awarded work, completed the necessary paperwork, and met the requirements to become enrolled in the ROCIP as evidenced by an advice of insurance issued by Marsh.

EXCLUDED PARTIES: Contract haulers or truckers, consultants, vendors, suppliers, material dealers, asbestos abatement, or other hazardous material contractors, or others solely making deliveries or pickups from the job site. In addition, at the discretion of DISD, contractors that will be on the job site for less than two (2) days or with an aggregate contract value of less than \$5,000 may be excluded from the ROCIP.

GENERAL CONTRACTORS (GC): Any firm responsible for a particular project's overall construction or other services under a contract with DISD to furnish labor, services, materials and/or equipment, and/or to perform operations at or from the Project site.

INSURANCE PROGRAM TERM: General Liability and Workers' Compensation coverage will be maintained through thirty (30) days after notification to contractors of substantial completion of their project. Completed Operations coverage is extended for five (5) years after said (30) day period.

INSURED: DISD, Program Managers, General Contractors, and subcontractors of every tier, who are enrolled in the ROCIP.

INSURER LOSS CONTROL REPRESENTATIVE: The individual(s) assigned to the Project by the Insurer, ACE, with safety and loss control responsibilities.

SECTION II DEFINITIONS

INSURER (S):

ACE – Commercial General Liability, Workers' Compensation / Employers Liability, and Builders Risk.

AIG – Excess Liability and Environmental Coverage.

JOB SITE: The premises owned by DISD as described in the Contract between DISD and/or General Contractor and/or areas and ways contiguous thereto, including any approved job sites set up by DISD for use by an insured exclusively for storage or staging of material or equipment or for on-site fabrication of materials to be used on the job site, including DISD approved temporary locations.

PROGRAM MANAGERS (PM): The firms responsible for the oversight of the various projects assigned to them by DISD. Austin Commercial L.P., Jacobs / Pegasus, and DMJM.

PROJECT: The construction of new educational facilities and the renovation of current schools and facilities within the Dallas Independent School District, as further described in the Contracts between DISD and General Contractors.

PROJECT SAFETY COORDINATORS: The individual(s) assigned by any contractor with twenty-five (25) or more workers on-a specified job site, or whose contract exceeds \$ 1,000,000.

PROJECT SAFETY GUIDELINES MANUAL: The manual that identifies the requirements for the Project's safety and loss prevention program as established by DISD.

OFF-SITE: Any premises *outside* the specified job site area.

ON-SITE: The premises *within* the specified job site area.

DISD: Dallas Independent School District (DISD).

ROCIP: Rolling Owner Controlled Insurance Program under which Workers' Compensation, Employer's Liability, Commercial General Liability, Excess Liability, Environmental Liability and Builder's Risk insurance are procured by DISD for the Insureds.

ROCIP ADMINISTRATOR (Angela Mitchell & Tina Deal): The individual assigned by the ROCIP Manager who is responsible for the day-to-day administration of the R O C I P.

ROCIP MANAGER: Marsh USA Inc., also know as Marsh

ROCIP SAFETY COORDINATOR (Scott Bellamy): The person employed by Marsh with certain safety and loss control oversight responsibilities assigned to the Project. This position acts as a liaison between DISD, the Insurer(s), and all Contractors.

SECTION II DEFINITIONS

ROCIP SAFETY MANAGER (*Rene Rodriguez*): The individual assigned by the ROCIP Manager who is responsible for certain on-site safety and loss control oversight duties. This individual is the liaison between DISD, Marsh and safety representatives for each Program Manager.

SUBCONTRACTORS / CONTRACTORS: Any individual firm and/or corporation undertaking construction or other services under a contract with either DISD, General Contractor or Subcontractor of any tier to furnish labor, services, materials and/or equipment, and/or to perform operations at or from the Project site.

SECTION III GENERAL PROVISIONS

The General Contractor and each subcontractor of any tier shall comply with each of the provisions stated herein:

A. Mandatory Compliance

The General Contractor and any subcontractor utilizing (tier) subcontractors shall incorporate a copy of the ROCIP Insurance Manual into each and every contract with each and every subcontractor of any tier and shall require compliance with all ROCIP requirements. If the Contractor or any of its subcontractors should fail to comply with the requirements of the Contract and ROCIP, the DISD shall withhold payments due to the Contractor and its subcontractors or suspend the work until such time as the Contractor and its subcontractors have performed such obligations to the reasonable satisfaction of the DISD.

B. Meeting Attendance

At the request of DISD, the Program Managers, General Contractors and subcontractors shall attend any meetings held to explain and discuss the ROCIP.

C. Manual Incorporated into Bid Specifications and Ultimate Contract

This manual will be a part of the bid specifications and bidders are expected to be familiar with the requirements prior to submitting their bid. In addition, this manual will be incorporated into the successful bidders awarded contract and accordingly, all provisions require mandatory compliance.

D. Commencement of Work

Subcontractors shall not commence work at the job site until they are enrolled in the ROCIP, have undergone pre-employment drug testing, and have completed the Safety Orientation Training and Indoctrination Programs. All workers must undergo a detailed background check in order to work on any DISD Bond project.

In order to gain access to the DISD job site, contractors must;

- Show receipt of their advice of insurance issued by the ROCIP Administrator identifying them as enrolled in the program;
- Contractors must also have a numbered hard hat sticker, indicating the successful completion of the safety and orientation programs and pre-employment drug testing; and an identification badge indicating an acceptable background check.

SECTION III GENERAL PROVISIONS

- If the contractor is excluded from the ROCIP, they must provide a certificate of insurance as required in Section 11 of their contract and the completed ROCIP Exclusion Request (Form 6).

**SECTION IV
INSURANCE PROVIDED BY ROCIP**

Insurance Provided By ROCIP

Prior to the issuance of the Notice to Proceed under the Agreement (contract) and except as otherwise specified within the Agreement, DISD shall, at its sole expense, secure and thereafter maintain insurance of the type and in the limits set forth below. To the extent Contractor or its subcontractors, or the property of such persons, are covered by such insurance, Contractor shall comply and shall require its subcontractors to comply with the terms set forth in this Paragraph 11.6.3; and with the most current version of the Rolling DISD Controlled Program (ROCIP) Project Insurance Manual issued and maintained by DISD and incorporated into this contract document by reference. Contractor shall exclude, and shall require its subcontractors to exclude the cost of maintaining any duplicative insurance coverage and any mark-up thereon for overhead and profit from the Contract Amount.

The limits of liability purchased apply collectively to all insured participants.

- **ACE Insurance Company** will provide the Workers' Compensation / Employers Liability, Commercial General Liability and Builders Risk Insurance.
- **AIG Insurance Company** will provide the Excess Liability and Environmental Liability insurance.

General Liability and Workers' Compensation coverages will cease thirty (30) days after notice to contractors of substantial completion of their project. Completed Operations coverage is extended for an additional five (5) years. A summary of the insurance coverages that will be provided by DISD follows:

1. Workers' Compensation/Employers Liability Insurance

Workers' Compensation insurance, as prescribed by the laws of the State of Texas, and Employers Liability insurance is provided with the following limits of liability:

\$1,000,000	BI by Accident - Each Accident
\$1,000,000	BI by disease - Each Employee
\$1,000,000	BI by Disease - Policy Limit

This insurance will cover the Program Managers, General Contractors, and subcontractors of every tier's employees **while they are performing work at the job site**. The policy shall be endorsed to include Other States Coverage and a "Waiver of Our Right to Recover from Others" endorsement in favor of DISD, Program Managers and Architects. Off-site operations are **excluded**.

Effect on Future Experience Modifications: The premium and loss experience will be reported to the Texas Department of Insurance in the normal manner for use in calculating future experience modifications. The fact that the loss experience on this Project will impact each contractor's future insurance costs further underscores the importance of compliance with proper safety procedures on the job site.

**SECTION IV
INSURANCE PROVIDED BY ROICIP**

2. Commercial General Liability Insurance (CGL)

Commercial General Liability insurance is provided **for work at the job site**. This insurance shall include by its terms or appropriate endorsements Bodily Injury, Property Damage, Personal Injury, Blanket Contractual, Independent Contractors, Products and Completed Operations (for a minimum of five years after project is put to its intended use CGL coverage shall include the perils of “X” (explosion), “C” (collapse) and “U” (underground) exposures. Coverage for Pollution Liability and Mold shall be excluded. The Policy has the following limits of liability (limits reinstate annually, except during completed operations extension):

\$2,000,000	Combined Single Limit Each Occurrence Per Project
\$4,000,000	General Aggregate Per Project
\$10,000,000	General Aggregate - All Projects Combined
\$4,000,000	Products-Completed Operations Aggregate - Per Projects
\$20,000,000	Products-Completed Operations Aggregate - All Projects Combined

Completed Operations coverage is provided for five (5) years following the thirty (30) days after notification to Contractor of substantial completion of your project. The coverage will apply ONLY to the work of the insured party performed at the job site. Completed Operations coverage will include installation of such products.

Such insurance will not include coverage for product liability to any insured party, subcontractor, vendor, supplier, material dealer or others for any product(s) manufactured, assembled or otherwise worked upon away from the job site.

The foregoing insurance shall include a deductible for each occurrence. Contractor shall bear the first **\$5,000 of the deductible** amount for each occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts or omissions or the acts or omissions of its subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract Amount.

3. Excess Liability Insurance

The Umbrella and/or Excess Liability coverage shall provide coverage following the form of and as broad as that of the underlying primary policies. Minimum limits of liability are \$75,000,000 per occurrence and \$75,000,000 policy aggregate, reinstated annually. The limits are excess of the primary limits described in Items 1 and 2 above.

SECTION IV INSURANCE PROVIDED BY ROCIP

4. **Builder's Risk Insurance**

DISD shall purchase and continuously maintain until Substantial Completion or termination of this agreement, whichever comes first, Builders Risk insurance naming as insured DISD, Program Managers, Contractors and Subcontractors performing work on the job site. Such insurance shall cover all equipment, machinery, supplies, and other property intended to be permanently incorporated in the project, for which title or risk of loss shall have passed at the time of loss to an insured. Coverage shall apply to such property while it is located at the Job site or located at temporary off site storage or staging areas approved by the DISD, or while in land-based transit to the Job site within the continental United States.

Standard "all-risk" Builder's Risk coverage will include but not be limited to, fire, lightning, windstorm, hail, riot, civil commotion, aircraft vehicle, smoke, explosion, vandalism, malicious mischief, theft, flood and earthquake coverage, subject to normal industry policy provisions. The limits under this insurance shall not be less than \$50 million per occurrence, automatically reinstated, for physical damage to property and related expenses, provided that sublimits of \$5,000,000 per occurrence shall be established for losses due to earthquake and flood. Additionally limits for offsite storage and property –in- transit are \$1,000,000 per occurrence.

The foregoing insurance shall include a deductible for each loss. Contractor shall bear the first **\$10,000 of the deductible** amount for each occurrence (other than deductible amounts related to flood or earthquake coverage, which DISD shall be obligated to pay), with no increase in the Contract Amount. The Contractor's financial responsibility for losses covered by the DISD's Builders Risk insurance shall be limited to the \$10,000 deductible for each loss.

Exclusions from such insurance may include, but are not limited to, the following: (1) loss resulting from mysterious disappearance or caused by any wrongful removal of any property of a named insured or any additional insured by the employee(s) of such named insured or additional insured, (2) loss or damage to any automobiles, (3) loss or damage to Contractor's or any insured subcontractor's owned, leased or rented property or construction-type tools, equipment, machinery or supplies used for construction, but not intended to be permanently incorporated in the Work; and (4) loss or damage covered by a manufacturer's warranty or guarantee.

Contractor must ensure that Job site is fenced, or otherwise secured, and well lighted.

Loss, if any, under this insurance shall be adjustable by DISD, with the cooperation of Contractor, and insurance proceed check(s) shall be made payable to DISD. Amounts shall be disbursed to Contractor, or subcontractors through the Change Order procedures described in the contract.

**SECTION IV
INSURANCE PROVIDED BY ROCIP**

5. Environmental / Pollution Liability

DISD shall purchase and maintain Environmental / Pollution Liability insurance written on an occurrence form with limits of \$20,000,000 per claim and in the aggregate for policy term. Defense costs are included in the limits. The policy pays on behalf of contractor and provides coverage for claims arising out of pollution conditions that arise from covered operations during the period of construction and the 5year completed operations period. Claims include third-party demands for property damage (including cleanup costs), bodily injury, and associated defense costs. There is no exclusion for Mold. Asbestos, lead and underground storage tank coverage are also provided, but only for incidental exposure for contractors not performing abatement or remediation work.

The foregoing insurance shall include a deductible for each claim. Contractor shall bear the first **\$15,000 of the deductible** amount for each claim, to the extent loss costs (including allocated loss adjustments expense) payable are attributable to its acts or omissions or the acts or omissions of its subcontractors, or any other entity or person for whom it may be responsible, with no increase in Contract Sum.

SECTION V
INSURANCE PROVIDED BY CONTRACTORS

Insurance Provided by All Contractors

The General Contractor and all enrolled subcontractors of every tier and Excluded Parties will, at their own expense, carry and maintain at least the following insurance policies and minimum limits of liability on forms and with insurance companies **acceptable** to DISD.

1. Commercial General Liability Insurance

The General Contractor and all enrolled subcontractors of every tier must have Commercial General Liability insurance **covering all operations except those insured under the ROCIP**. This CGL should cover all third party losses that occur away from the job site. Excluded Parties must provide this coverage for all operations relating to this Project. Such insurance shall be written on an occurrence form; coverage cannot be provided under a “Claims-Made” or “Modified Occurrence” policy without the prior, express written consent of DISD. Such insurance shall be no less comprehensive and no more restrictive than the coverage provided by standard Insurance Services Office (ISO) form CG 00 01 10 93. Coverage shall include by its terms or appropriate endorsements Bodily Injury, Property Damage, Personal Injury, Blanket Contractual, Independent Contractors, and Products and Completed Operations coverage; shall include Products Liability coverage for any products manufactured, assembled, or otherwise worked upon away from the Job site; and shall include coverage for the "X" (explosion), "C" (collapse), or "U" (underground) exposures. Pollution, including mold, and terrorism coverage may be excluded if the contractors insurance does not normally provide this coverage. The policy must have the following minimum limits and clauses:

<u>General Contractors</u>	<u>Subs/Tiers</u>	
\$6,000,000	\$1,000,000	Each Occurrence
\$6,000,000	\$1,000,000	General Aggregate
\$6,000,000	\$1,000,000	Products – Completed Operations Aggregate

These limits may be achieved using any combination of primary and excess liability.

2. Automobile Liability Insurance

- Automobile Liability insurance covering the operations, maintenance and use, loading and unloading of **all owned, hired, and non-owned vehicles** used in connection with the work.
- Limits of liability of at least \$1,000,000 for each accident for bodily injury and property damage combined.

SECTION V
INSURANCE PROVIDED BY CONTRACTORS

3. Excess Liability Insurance

Excess/Umbrella Liability insurance (if needed to obtain the required limits) shall provide coverage following the form of and as broad as that of the underlying primary policies.

4. Workers' Compensation and Employer's Liability

The General Contractor and all enrolled subcontractors of any tier must have Workers' Compensation and Employer's Liability insurance covering **all employees for injuries that occur away from the Job site** or after notification of substantial completion or ROCIP termination. Excluded Parties must provide this coverage for all operations relating to this Project. The contractor waives any right of recovery the subcontractor may have or acquire against the DISD, Program Managers, and Architects by reason of the subcontractor having paid Workers Compensation benefits as a self - insurer. The policy must contain a waiver of subrogation in favor of DISD, Program Managers, and Architects and provide the following limits of liability:

- Workers' Compensation - Texas Statutory Benefits Limits of the applicable Labor Code(s) and Workers' Compensation law(s).
- Employer's Liability -
 - \$1,000,000 BI by Accident - Each Accident
 - \$1,000,000 BI by disease - Each Employee
 - \$1,000,000 BI by Disease - Policy Limit

5. Professional Liability

Professional Liability insurance if the Contractors or applicable subcontractors will perform or retain others to perform professional design service in connection with the Work. Services would include engineering, architectural, medical, testing, environmental assessment or remediation, or design-build services. The minimum annual limit is \$1,000,000 per wrongful act, error, or omissions and a minimum annual aggregate limit of \$1,000,000.

SECTION V INSURANCE PROVIDED BY CONTRACTORS

6. **Qualifications of Insurers**

Each insurer and underwriter, who issues any insurance coverage required by this section, must meet each of the following requirements:

1. The insurer or underwriter must be duly licensed and authorized by the Texas Department of Insurance to transact property and casualty insurance business in the state of Texas continuously for not less than five (5) years prior to date of execution of Construction Agreement;
2. DISD, Program Managers, Contractors and subcontractors waive all rights against;
 - Each other and the subcontractors, agents and employees of each other;
 - Subcontractors, agents and employees, for damages caused by fire or other peril to the extent covered by property insurance obtained by the DISD. However see contract language
3. All insurance required by this Agreement shall be from insurance companies authorized to transact that class of insurance in the State of Texas and have a minimum rating of (or equivalent to) B+ VIII by A.M. Best & Company. The required certificates must be personally and manually signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative. In addition, certified true and exact copies of all insurance policies required by this Agreement be provided to each party within a reasonable period of time upon written request.

Certificate of Insurance

DISD will require all contractors of every tier to furnish Certificates of Insurance. All subcontractors utilizing tier contractors are also required to obtain certificates from each and every tier company. Prior to commencing any work at the job site, the General Contractor and all subcontractors of any tier must provide DISD with a Certificate of Insurance showing that the specified insurance has been secured. Excluded Parties are required to provide Certificates prior to entry to the job site. Failure of any subcontractor or other party to provide Certificates of Insurance will not waive the requirement to carry and maintain such insurance. Contractors that do not meet this requirement will NOT be enrolled nor granted access to the job site.

SECTION V INSURANCE PROVIDED BY CONTRACTORS

Certificates should be delivered or mailed to:

DISD ROCIP Administration
Att: Angela Mitchell or Tina Deal
2707 Stemmons Freeway # 245
Dallas, TX 75207
(972) 925-7211 (FAX)

Certificates of Insurance must include (see sample form ROCIP-2 in forms section):

- a) Reference to: The Dallas Independent School District, Dallas, Texas
- b) Additional Insured: Dallas Independent School District, Program Managers, Architects, General Contractors
- c) Waiver of subrogation is included in favor of DISD, Program Managers, Architects, their agents and employees.
- d) 30-day advance written notice of cancellation or non-renewal.

Other Insurance Needed As Determined by Contractors

DISD and Marsh make no warranties and/or representations with respect to the actual terms and conditions of the coverages provided under the ROCIP. The ROCIP, as previously outlined, is intended to afford broad coverage and relatively high limits of liability, but may not provide all the insurance desired by enrolled contractors. All contractors should have their insurance agent, broker or consultant review the coverages and limits outlined herein for adequacy against their existing program. In order to eliminate duplicate insurance premiums, all enrolled contractors should amend their insurance program to recognize coverage provided to them under this Rolling Owner Controlled Insurance Program (ROCIP). It is suggested that the enrolled contractors' general liability and workers' compensation coverage delete coverage for this job site only to the extent coverage is provided for this Project by the ROCIP. In this manner, any broadened coverages or limits under the contractor's insurance program will still be available to the contractor. Any insurance for higher limits or other coverages that are required by the Contract, by law or needed for the contractor's protection must be purchased separately. Again, the enrolled contractor should consult its insurance advisor.

Any policy of insurance covering owned or leased machinery, watercraft, vehicles, tools, or equipment against physical loss or damage must include a waiver of subrogation rights against DISD, Program Managers, and General Contractor, their employees, agents or assigns.

SECTION V INSURANCE PROVIDED BY CONTRACTORS

Requirements for All Project Insurance

Certificates of Insurance

The ROCIP Manager will issue a Certificate of Insurance for Commercial General Liability and Workers' Compensation/Employers' Liability to the General Contractor and each enrolled subcontractor of any tier.

Insurance Policies

The summary of coverages contained in this manual is prepared for the convenience of those involved in the Project and should not be construed in any way as an exact and binding analysis of coverage. In case of any claim or question with respect to coverage, the original policies will prevail as the sole binding documents. The General Contractor and each enrolled subcontractor will each receive a Workers' Compensation policy. A specimen General Liability and Excess Liability policy is available upon request.

Contractor's Responsibilities in the Event of ROCIP Cancellation

If DISD elects to forego the ROCIP, DISD will provide five (5) days advance notice to the contractor PRIOR to the award of the contract, and contractor will then include the additional insurance costs in its bid per the construction contract. Prime Contractor will be responsible for notifying all subcontractors that they must maintain insurance for operations ONSITE (per the section entitled "Insurance Provided by Contractors") equivalent to what is required for offsite operations or for excluded parties.

Once instituted, it is DISD's intent to keep the ROCIP in force throughout the term of the Project. DISD at its sole discretion reserves the right to modify or discontinue the ROCIP or parts thereof. Any such modification or discontinuance shall be subject to the change order provisions of the contract.

The General Contractor and all subcontractors will be required to immediately effect replacement insurance coverage, equivalent to what is currently required for off-site and excluded parties. The reimbursement for the cost of such replacement insurance will be mutually agreed to by DISD and contractor per the contract documents. Written evidence of such insurance must be provided to DISD prior to the actual termination date of the ROCIP.

8. Maintenance of ROCIP

While DISD will endeavor to maintain the ROCIP in its present form, no warranty or representation is made that market conditions, cost increases, loss record or other factors not now prevalent could result in changes to the program in the future. Any such changes will be promptly transmitted to all enrolled contractors and subcontractors of every tier.

SECTION VI
ENROLLING IN THE ROCIP – COMPLETING FORMS 1-6

Workers' Compensation Payroll Definitions

ROCIP-1 Enrollment Form

ROCIP-2 Certificate of Insurance (Offsite Coverage & Excluded Parties)

ROCIP-3 Notification and Consent Employee Acknowledgement

ROCIP-4 Quarterly Certified Payroll Reports

ROCIP-5 Notice of Final Completion

ROCIP-6 ROCIP Exclusion Request

Please mail or fax completed forms to:

Angela Mitchell

Phone: 972-925-7390 Fax: 972-925-7211

Or

Tina Deal

Phone: 972-925-7221 Fax: 972-925-7211

DISD Construction Services
2707 N. Stemmons Freeway #245
Dallas, TX 75207

NOTES:

- ◆ **At time of General Contractors enrollment, they must provide a list of all known sub-contractors.**
- ◆ It is each Contractor's responsibility to notify its own insurance carrier, direct or through its agent, that job site work to be performed under this contract is being performed under a ROCIP.
- ◆ Contractor hereby assigns, transfers and sets over absolutely unto the Dallas Independent School District its right, title and interest to any and all returns of premiums, dividends, discounts, or other adjustments to the ROCIP. This assignment shall pertain to the policies as now written and as subsequently modified, rewritten or replaced with the ROCIP insurance company(ies), including any additional amount or coverages as a result thereof. Contractor also assigns their right of cancellation of all insurance policies provided to Contractor by Dallas Independent School District. This assignment is only valid for insurance policies where the Dallas Independent School District, on behalf of the Contractor, has paid premiums.
- ◆ Contractors should submit completed enrollment forms and policy rating pages to the General Contractor, who will then submit them to the ROCIP Administrator. The administrator will verify that all data is submitted for enrollment and correct. When the enrollment process is complete, the administrator will then issue an Advice of Insurance to the newly enrolled

SECTION VI ENROLLING IN THE ROCIP – COMPLETING FORMS 1-6

subcontractor. Once this process is complete, the contractor will be eligible to begin the badging process including Safety Orientation, pre-employment drug testing, and background checks on all individuals that will have on-site access.

<u>WORKERS' COMPENSATION</u>	<u>PAYROLL DEFINITIONS</u>
<p>A. BASIS OF PREMIUM- TOTAL REMUNERATION Premium shall be computed on the basis of the total remuneration paid or payable by the insured for services of employees covered by the policy. <i>Exception</i> Some classifications have a different premium basis. For example, premium for domestic worker classification is computed on a per capita basis.</p> <p>B. REMUNERATION-PAYROLL</p> <p>1. Definition Remuneration means money or substitutes for money.</p> <p>2. Inclusions Remuneration includes:</p> <ul style="list-style-type: none"> a. Wages or salaries including retroactive wages or salaries; b. Total cash received by employees for commissions and draws against commissions; c. Bonuses including stock bonus plans; d. Pay for holidays, vacations or periods of sickness; e. Payment by an employer of amounts otherwise required by law to be paid by employees to statutory insurance or pension plans, such as the Federal Social Security Act; f. Payment to employees on any basis other than time worked, such as piecework, profit sharing or incentive plans; g. Payment or allowance for hand tools or power tools used by hand provided by employees either directly or through a third party and used in their work or operations for the insured; h. The rental value of an apartment or a house provided for an employee based on comparable accommodations; i. The value of lodging, other than an apartment or house, received by employees as part of their pay, to the extent shown in the insured's records; j. The value of meals received by employees as part of their pay to the extent shown in the insured's records; k. The value of store certificates, merchandise, credits or any other substitute for money received by employees as part of their pay (refer to exclusions below for certain fringe benefits ["substitutes for money"] not considered to be remuneration); 	<ul style="list-style-type: none"> l. Payments for salary reduction, retirement or cafeteria plans (IRC 125) which are made through deductions from the employee's gross pay; m. Davis-Bacon wages paid to employees or placed by an employer into third-party pension trusts; n. Annuity plans; o. Expense reimbursements to employees to the extent that an employer's records do not substantiate that the expense was incurred as a valid business expense; p. Payment for filming of commercials excluding subsequent residuals which are earned by the commercial's participant(s) each time the commercial appears in print or is broadcast. <p>3. Exclusions Remuneration excludes:</p> <ul style="list-style-type: none"> a. Tips and other gratuities received by employees; b. Payments by an employer to group insurance or group pension plans for employees; c. The value of special rewards for individual invention or discovery; d. Dismissal or severance payments except for time worked or accrued vacation; e. Payments for active military duty; f. Employee discounts on goods purchased from the employee's employer; g. Expense reimbursements to employees to the extent that an employer's records substantiate that the expense was incurred as a valid business expense; h. Supper money for late work; i. Work uniform allowances; j. Sick pay paid to an employee by a third party such as an insured's group insurance carrier which is paying disability income benefits to a disabled employee; k. Employer provided perquisites ("perks") such as: <ul style="list-style-type: none"> 1. An automobile; 2. An airplane flight; 3. An incentive vacation (e.g., contest); 4. A discount on property or services; 5. Club memberships; 6. Tickets to entertainment events. <p>4. Payroll Payroll means remuneration.</p>

SECTION VI
ENROLLING IN THE ROCIP – COMPLETING FORMS 1-6

<u>WORKERS' COMPENSATION</u>	<u>PAYROLL DEFINITIONS</u>
<p>C. ESTIMATED PAYROLLS</p> <ol style="list-style-type: none"> 1. Estimated Payrolls by Classification For each classification shown on the Form 1, the total estimated annual payroll should be stated in the column headed "Estimated Payroll." 2. Determination of Estimated Payrolls Estimated payrolls shown on Form 1 shall reflect actual remuneration anticipated by the insured during the policy period. Such estimates shall be subject to substantiation by records or inspections. 3. Approval of Estimated Payrolls Adequacy of estimated payrolls is subject to approval by DISD or DISD's designee. <p>D. WHOLE DOLLARS – PAYROLLS</p> <p>All payrolls shall be shown to the nearest dollar. A remainder of \$.50 shall be rounded to the next higher dollar.</p> <p>E. OVERTIME</p> <ol style="list-style-type: none"> 1. Definition Overtime means those hours worked for which there is an increase in the rate of pay <ol style="list-style-type: none"> a. For work in any day or in any week in excess of the number of hours normally worked, or b. For hours worked in excess of 8 hours in any day or 40 hours in any week, or c. For work on Saturdays, Sundays or holidays <p>NOTE: Forms of incentive pay commonly referred to as "shift differential" or "premium pay" associated with working other than normal day shift hours during the standard work week are not to be considered overtime.</p> <p>In the case of guaranteed wage agreements, overtime means only those hours worked in excess of the number specified in such agreement.</p>	<ol style="list-style-type: none"> 2. Exclusion of Overtime Payroll The extra pay for overtime shall be excluded from the payroll on which premium is computed as indicated in a. or b. below, provided the insured's books and records are maintained to show overtime pay separately by employee and in summary by classification. <ol style="list-style-type: none"> a. If the records show separately the extra pay earned for overtime, the entire extra pay shall be excluded. b. If the records show the total pay earned for overtime (regular pay plus overtime pay) in one combined amount, 1/3 of this total pay shall be excluded. If double time is paid for overtime and the total pay for such overtime is recorded separately, 1/2 of the total pay for double time shall be excluded. <p><i>Exception to 2. Above</i> Exclusion of overtime pay does not apply to payroll assigned to any classification under the caption "Stevedoring" with a code number followed by the letter "F".</p> <p>F. PAYROLL LIMITATION</p> <ol style="list-style-type: none"> 1. When Payroll Limitation Applies Payroll limitation applies after any deductions of extra pay for overtime. 2. How Payroll Limitation Applies For executive officers and classifications with notes which indicated payroll limitation, the payroll on which premium is based shall exclude that part of the employee's average weekly pay in excess of the applicable weekly limitation, provided: <ol style="list-style-type: none"> a. Books and records are maintained to show separately the total payroll earned by each employee whose average weekly pay for the total time employed during the policy period exceeds the weekly payroll limitation, and b. Separate records are maintained in summary by classification for such employees. 3. Partial Week A part of a week shall be treated as a full week in determining average weekly pay.

ROCIP FORM 1

ROCIP Enrollment Form		Broker # 272180	
<i>(Completed by awarded General Contractor and each Subcontractor prior to start of work)</i>			
Contract # _____ School Name _____			
Legal Company Name: _____			
Address: _____			
Federal Employers ID No. (FEIN #): _____			
Corporation _____ Partnership _____ Sole Proprietor _____			
Entity is a: Contractor _____ Subcontractor _____			
If entity is a subcontractor, please identify the Awarding Contractor: _____			
General Contractor: _____			
Are any employees leased employees? _____			
Identify any subcontractors who will be used under this Contract and their Bid No.:			

Contact Person: _____ Phone: _____ Fax: _____			
Type of Work to be performed (General Description): _____			

Start Date: _____ Estimated Completion Date: _____			
Estimated Total Contract Cost _____			
<i>Estimated Workers' Compensation Information for the above Contract:</i>			
<u>Employee Class Code</u>	<u>Class Code Description</u>	<u>Payroll *</u>	<u>Payroll Rate/\$100</u>
* Exclude any overtime premium			
Current WC Carrier: _____ Policy No. _____			
WC Policy Period: _____ Experience Modification Factor _____			
WC Bureau No. (found on the Experience Modification Worksheet): _____			
** Include Rating Pages from your Workers Compensation & Commercial General Liability Policies			

Authorized Representative of Contractor		Title	Date
<i>No insurance coverage is afforded to any Contractor/Subcontractor until this form is accepted and acknowledged by ROCIP Administrator and insurance binder is issued.</i>			

**SECTION VI
ENROLLING IN THE ROCIP – COMPLETING THE FORMS**

Form 2
Certificate of Insurance

All Contractors shall:

Request your insurance agent or general insurer to issue a Certificate of Insurance to include coverages, limits, and endorsements as shown on ROCIP Form 2. Please submit the form to the General Contractor, who will then forward the Certificate to the ROCIP Administrator. The ROCIP Administrator will inform the General Contractor if the certificate does not meet the program requirements.

The Certificate of Insurance should include all off site operations and projects, plus any other coverage that the ROCIP coverage does not address (such as Auto).

Please mail or fax off-site certificate of insurance to:

ROCIP Administrator

Angela Mitchell
Phone: 972-925-7390

Or

Tina Deal
Phone: 972-925-7221
Fax: 972-925-7211

DISD Construction Services
2707 N. Stemmons Freeway #245
Dallas, Texas 75207

ROCIIP FORM 2

Sample Form

CERTIFICATE OF INSURANCE				
PRODUCER Your Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW EXCEPT AS MODIFIED.			
INSURED Your Company Name Address City, State, Zip Code	COMPANIES AFFORDING COVERAGE (Companies must be B+ VIII or higher in accordance with A.M. Best Rating Service)			
	COMPANY A ABC INSURANCE COMPANY LETTER			
	COMPANY B XYZ INSURANCE COMPANY LETTER			
	COMPANY C LETTER			
COVERAGES THIS IS TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH-POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
CO	POLICY EFFECTIVE	POLICY EXPIRATION		
LTR	TYPE OF INSURANCE	POLICY NUMBER	DATE (MM/DD/YY)	DATE (MM/DD/YY)
GENERAL LIABILITY				
	<u>General Contractor</u>	<u>Sub/Tier Contractor</u>		
Limits:	\$6,000,000	\$1,000,000	Each Occurrence	
	\$6,000,000	\$1,000,000	General Aggregate	
	\$6,000,000	\$1,000,000	Products-Comp/Op Aggregate	
AUTOMOBILE LIABILITY				
Limits:	Any Auto		\$1,000,000 Combined Single Limit	
EXCESS LIABILITY				
			Each Occurrence/Aggregate (if required to meet total limits)	
WORKERS COMPENSATION				
Limits:	Statutory Coverage		\$ 1,000,000 Each Accident	
	Employers Liability		\$ 1,000,000 Occupational Disease - Each Employee	
			\$ 1,000,000 Occupational Disease - Policy Limit	
PROFESSIONAL LIABILITY				
			\$ 1,000,000 per act and aggregate	
RE: Waiver of Subrogation (as respects all policies) and Additional Insured (as respects all policies except Workers Compensation) included in favor of Dallas Independent School District; Austin Commercial, L. P., Jacobs/ Pegasus, DMJM, and architectural firms and their agents and employees.				
CERTIFICATE HOLDER: Dallas Independent School District Attn: Tina Deal 2707 N. Stemmons Freeway # 245 Dallas, TX 75207			CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED OR MATERIALLY MODIFIED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,	
			AUTHORIZED REPRESENTATIVE	

INCLUDES COPYRIGHTED MATERIAL OF ACORD CORPORATION WITH ITS PERMISSION.

SECTION VI ENROLLING IN THE ROCIP – COMPLETING THE FORMS

Form 3
Notification and Consent
Employee Acknowledgment

This form provides an acknowledgment from the employee that they are aware of DISD's Drug and Alcohol Free Job site policy and will comply with it. The form shall be completed for each employee prior to an employee being assigned to this Project. It is the responsibility of the employer to obtain and maintain forms for all employees as they are assigned to the Project.

This form when completed should be submitted to the Contractor, then to the General Contractor. The General Contractor should then submit the forms to the ROCIP Safety Manager.

ROCIP FORM 3

NOTIFICATION AND CONSENT EMPLOYEE ACKNOWLEDGMENT

I understand that a condition of my initial and continued assignment to a DISD job site is to be in compliance with The DISD Drug and Alcohol Free Job site policy. The policy was developed to ensure that all of The DISD job sites are drug and alcohol free, and I hereby give my consent to, and authorize, any screening or medical procedures necessary to determine the presence and/or level of alcohol or drugs in my system. I further give my consent to the testing authority to confidentially release information regarding the results of the tests to an authorized representative of my employer or DISD. I realize that my refusal to sign this form constitutes a violation of The DISD policy, and for that refusal, I cannot be assigned to a DISD job site.

During my assignment at a DISD job site:

1. I hereby acknowledge and consent to abide by The DISD Drug and Alcohol Free Job site policy; and,
2. I consent to pre-employment, post-incident, reasonable suspicion, and random drug and alcohol screenings.

Signature

Social Security No.

Print Name

Date

Employer

Project /School Name

Witness

Print Witness Name

(Employer collects and maintains for all employees who will be working on-site.)

SECTION VI
ENROLLING IN THE ROCIP – COMPLETING THE FORMS

Form 4
Quarterly Certified Payroll
Reports

As soon as the contractor is enrolled, it must then begin submitting quarterly certified payroll reports for payroll associated with ONSITE work for this project. All Contractors enrolled in the ROCIP will be required to set up a reporting system identifying payroll separately for each contract awarded on this Project. Once a contract has been awarded, all subcontractors will be contacted to verify payroll classifications and reporting procedures. Any questions on reporting or audit procedures should be directed to:

ROCIP Administrator
Angela Mitchell
Phone (972) 925-7221 Fax (972) 925-7211
Or
Tina Deal
Phone (972) 925-7221 Fax (972) 925-7211

DISD Construction Services
2707 N. Stemmons # 245
Dallas, TX 75207

The attached "Quarterly Certified Payroll Report" form (Form 4) must be completed at the end of each quarter and submitted by the 5th of the following month and forwarded to ROCIP Administrator (see Form 4 for instructions on how to complete) Quarters shall end March 31, June 30, September 30, and December 31.

If contractor or subcontractor finish work on a contract prior to the end of the quarter, then this report must be submitted with request for final payment.

NOTE: A separate payroll report is required for each contract. Failure to promptly provide payroll information and hours worked will result in **WITHHOLDING** of payment from the General Contractor for work performed.

SECTION VI
ENROLLING IN THE ROCIP – COMPLETING THE FORMS

The General Contractor and each subcontractor of every tier also will make their books and records available to the insurance carrier's auditor for completion of a physical audit at any reasonable time during the life of the project and within one (1) year of completion.

**ROCIP FORM 4
CERTIFIED PAYROLL REPORT**

Contract # _____ Project/School Name _____

Contractor: _____

Address: _____

Phone: _____ Fax: _____

Awarding Contractor: _____ General Contractor: _____

Quarter Ending: (Circle One) March 31 June 30 September 30 December 31

Is This A Final Report? Yes No

WC CLASSIFICATION DESCRIPTION	WC CODE	QUARTERLY MANHOURS	QUARTERLY PAYROLL (\$)
TOTAL:			\$

- ◆ The applicable payroll remuneration shall be raw wages without burden, fringes, or overtime premium, but including sick, vacation, holiday pay and imputed income. If any employee is engaged in more than one trade or craft, payroll should be shown separately for each. **REFER TO PAYROLL DEFINITIONS IN ROCIP INSURANCE MANUAL.**
- ◆ **CONTRACTOR WILL NOT BE PAID IF THIS REPORT IS NOT SUBMITTED WITHIN THE REQUIRED TIMEFRAME.**

I/we certify the above is an accurate statement of job-site wages expended on the above project during the period stated.

Authorized Officer of Contractor

Title

Date

SECTION VI
ENROLLING IN THE ROCIP – COMPLETING THE FORMS

Form 5
Notice of Final Completion/
Work Termination

General Contractor:

Complete Form 5 (Notice of Final Completion/ Work Termination) for each subcontractor and submit to General Contractor will submit to ROCIP Administrator, and will be forwarded to Program Manager by ROCIP Administrator:

ROCIP Administrator

Angela Mitchell
Phone (972) 925-7390 Fax (972) 925-7211
Or
Tina Deal
Phone (972) 925-7221 Fax (972) 925-7211

DISD Construction Services
2707 N. Stemmons # 245
Dallas, TX 75207

ROCIP FORM 5

NOTICE OF WORK TERMINATION (ROCIP-5)

Contract # _____ Project/School Name _____

Contractor: _____

Address: _____

Phone: _____ Fax: _____

Awarding Contractor: _____ General Contractor _____

Location Code: _____

Work Performed: _____

Completion Date: _____ Final Contract Amount: \$ _____

Contractors of all tiers, if any, which are included in this work:

Name: _____ Name: _____

Name: _____ Name: _____

This is our only contract Yes No

We are still working on the following Projects:

Project #: _____ Location Code: _____

Project #: _____ Location Code: _____

Project #: _____ Location Code: _____

Project #: _____ Location Code: _____

Final insurance audits may be made from payroll and other records:

Authorized Officer of Subcontractor Title Date

Authorized Officer of General Contractor Title Date

Authorized Officer of Program Manager Title Date

SECTION VI
ENROLLING IN THE ROCIP – COMPLETING THE FORMS

Form 6
ROCIP Exclusion Request

Contractor:

Complete Form 6 (ROCIP Exclusion Request) for each subcontractor, you wish to exclude from the ROCIP and send to General Contractor, who will then submit this form to the ROCIP Administrator and then to Program Manager:

ROCIP Administrator

Angela Mitchell

Phone (972) 925-7390 Fax (972) 925-7211

Or

Tina Deal

Phone (972) 925-7221 Fax (972) 925-7211

DISD Construction Services

2707 N. Stemmons # 245

Dallas, TX 75207

ROCIP FORM 6

ROCIP EXCLUSION REQUEST (ROCIP-6)

Contract # _____ School Name _____

Contractor: _____

Address: _____

Phone: _____ Fax: _____

Awarding Contractor: _____ General Contractor _____

Contract Amount: _____ Estimated Man Hours: _____

Estimated Start Date: _____ On Site Duration: _____

Reason for Recommended Non-Enrollment: _____

Contractor has provided acceptable insurance in accordance with the **Insurance Requirement for Excluded Contractors explained in the contract.**

Recommended by: _____ Date: _____
Project Manager

Approved by: _____ Date: _____
ROCIP Program Manager

SECTION VII
Claims Reporting Procedures

DISD
INSURANCE
CLAIM REPORTING
PROCEDURES MANUAL

If there are any questions regarding reporting a claim or lawsuit, call:

MARSH USA Inc.- DALLAS, TEXAS

Angela Mitchell
ROCIP Administrator
Phone: (972) 925-7390

Or

Tina Deal
ROCIP Administrator
Phone: (972) 925-7221

Fax: 972-925-7211

Manual last revised 02/03/2004

SECTION VII

Claims Reporting Procedures

Claims Reporting Procedures – Workers’ Compensation

Any Employee involved in an incident, whether injured or not, must immediately notify their Site Supervisor of the incident. The Site Supervisor must notify the ROCIP Administrator, providing documents needed as soon as possible but no later than the end of the next business day. The Employee may decline to receive medical treatment; however, **the incident must be recorded.**

PROCEDURES FOR RECORDING AND REPORTING AN INCIDENT

A Supervisor Accident Investigation Report and Dallas ISD –ROCIP “Site Treatment Authorization Form” are required for all (WC) incidents where an Employee receives an on the job injury or illness requiring medical attention. (If the Employee waives medical attention, document the details of the incident and the waiver of medical attention.)

- **Life Threatening Safety Incident:**

- Call 911 as needed
- Call ROCIP Administrator (Angela Mitchell 972-925-7390 or Tina Deal 972-925-7221)

- **Non-Life Threatening Safety Incident:**

- Contact Project General Contractor
- Call ROCIP Administrator (Angela Mitchell 972-925-7390 or Tina Deal 972-925-7221)

The ROCIP Administrator will notify the DISD Program Safety Manager who will in turn notify the DISD Bond Safety Manager, and or the Construction Safety Specialist.

The injured worker’s site supervisor is responsible to see that the Supervisor’s Accident Investigation Report and (if needed) the “Site Treatment Authorization” forms are complete and a copy has been submitted to the ROCIP Administrator within 24 hours. The ROCIP Administrator will work with the supervisor to complete the TWCC-1 form to be submitted to the carrier.

- If the Employee was injured and waived medical attention by signing the declination portion of the Supervisor’s Accident Investigation Report, the Employee’s Supervisor must document this by completing a TWCC-1 form and Supervisor’s Accident Investigation Report, noting “Incident Only” in the space provided for physician/hospital information. The Supervisor will provide the completed forms as soon as possible, but no later than the end of the next business day.
- If medical treatment is needed, the Employee’s Supervisor will direct the Employee to the appropriate managed care facility (Concentra). The Supervisor, or someone designated by the Supervisor, will take the injured Employee to the (Concentra) facility and remain with the Employee during the visit. The Employee will bring the Authorization for Medical Treatment form with them to the managed care (Concentra) facility.

SECTION VII

Claims Reporting Procedures

- **A mandatory drug and alcohol screen will be performed at the medical facility at the contractor's expense.**
- **After Hours Reporting:**
 - Contact DISD Bond Safety Manager Rene Rodriguez at 214-563-9311 or Construction Safety Specialist David Cervantes at 817-822-4905 to report the incident

NOTE: Emergency Rooms should only be used for treatment if the (Concentra) clinics are closed, or the injury is considered severe or life threatening.

SECTION VII

Claims Reporting Procedures

CATASTROPHIC/TRAUMATIC INJURIES – WORKERS’ COMPENSATION

In the event a catastrophic or traumatic injury occurs, the Employee’s on-site Supervisor is to call 911 immediately.

MAKE NO STATEMENTS TO THE MEDIA

- **The ROCIP Administrator will then contact the Insurance Carrier to report the incident.**
- **A TWCC-1 First Report of Injury and Supervisor’s Accident Investigation Report will be completed by the ROCIP Administrator and Site Supervisor and submitted to the insurance carrier within 24 hours**
- ***REFER ALL MEDIA QUESTIONS TO DALLAS INDEPENDENT SCHOOL DISTRICT MEDIA DEPARTMENT @ 972-925-3159.***

SECTION VII
Claims Reporting Procedures

“DALLAS ISD –ROCIP”
“SITE TREATMENT AUTHORIZATION”

Contractor Name: _____ Employee Name: _____

DISD School Name/Project: _____ PROJECT TEA# _____

Project Contact/Phone #: _____

Date of Injury: _____ Time of Injury: _____

If the employee chooses to waive his/her rights to medical treatment (Explain Why)

Signature of injured employee _____ Date/Time _____

**THIS COMPLETED FORM MUST BE RETURNED TO THE PROJECT WITH
A COPY TO THE ROCIP ADMINISTRATOR BY THE EMPLOYEE SO HE/SHE
CAN RETURN TO WORK**

This certifies that the above named individual is employed on a DISD ROCIP Project Job-site. Workers Compensation coverage is provided by **ACE USA Insurance**. Please provide appropriate evaluation and treatment, and bill to the address below.

Site Approval (Print): _____ Date: _____

Site Approval Signature: _____

THIS SECTION MUST BE COMPLETED BY THE ATTENDING PHYSICIAN	
Diagnosis: _____	
1.	Is the Employee able to return to work? Full Duty _____ Restricted Duty _____ Total Disability _____ If restricted duty was selected, briefly describe restrictions: _____
2.	Will employee require any follow up treatment? Yes _____ No _____ If yes was selected, when is the next scheduled visit? Date: ____/____/____ Time _____ Est. # of follow up visits _____
3.	I am aware of the restrictions placed on me by the treating Physician: Employee's Name (Please print): _____ Employee's Signature: _____
Physician's Name (Please print): _____	
*Bills should be sent to: ACE USA Ref: DISD ROCIP 6600 Campus Circle Drive East; Suite 200 Irving, Texas 75063	

SECTION VII
Claims Reporting Procedures

SUPERVISOR'S ACCIDENT INVESTIGATION REPORT		
Complete and return within 24 Hours		
CONTRACTOR _____ EMPLOYEE NAME _____		
JOB-SITE SUPERVISOR: _____ CONTRACT #: _____		
ACCIDENT DATE/TIME: _____	ACCIDENT LOCATION (School Name & Address) _____	PROJECT TEA# _____
Employee Reported Injury To (NAME) _____ DATE/TIME _____		
Employee Occupation At Time Of Injury _____		
Was This Employees Regular Job YES / NO (IF NO STATE REGULAR JOB) _____		
WHAT HAPPENED? (Describe, operation, activity – was safety equipment provide and used?, conditions (safe/unsafe) and how accident or loss occurred. Use separate sheet and diagram if necessary.): _____ _____ _____		
PRIMARY CAUSE (Condition or act that caused the accident): _____ _____ _____		
Recommended correction action: _____ _____		
Equipment involved #: _____ Employee involved: _____		
Employee Injury (Describe nature of injury, body part(s): _____ _____		
Did Employee Leave Work? Yes / NO (circle one) If Yes, Date & Time _____		
FIRST AID/ MEDICAL TREATMENT ADMINISTORED BY (If employee transported to clinic or hospital, provide name, address, phone, ect. of facility used) _____		
IF NO FIRST AID/MEDICAL TREATMENT PROVIDED EXPLAIN WHY? _____ _____		
Medical referral? Yes _____ No _____		
Company Property Damage or Loss (Describe): _____ _____		
Property, Damage or Injury to Others (Describe): _____ _____		
Owner/Injured (Name, address, phone): _____		
Witnesses (Name, address, phone): _____ _____		
Police Report?: _____ Agency: _____ Photos?: _____ Taken by: _____		
Foreman/Supervisor: _____ Date: _____		
Contractor Project Manager Approval: _____ Date: _____		

If additional space is needed, use the backside of this form. ORIGINAL: Contractor's File COPY: DISD
ROCIP Administrator

SECTION VII

Claims Reporting Procedures

Witness Written Statement Questionnaire

Please complete and return to the ROICP Administrator

To Whom It May Concern:	
We have been advised that you were witness to an employee accident. We would appreciate you completing the following questionnaire to help us facilitate this investigation and to prevent future accidents from occurring. Thank you for your time and cooperation.	
<i>Injured Employee Information</i>	
Name:	
Job Site Location:	
Date & Time of Accident:	
<i>Witness Information</i>	
Name:	
Address:	
Phone:	
Company Name:	
Company Address:	
Company Phone:	
Type of Witness: (Please Check all that Apply)	Witness to activities prior to accident Witness to actual accident Witness to activities subsequent to accident
<i>Accident Information</i>	
If able, please describe the injured employee's activities prior to the accident:	
Please describe your activities just prior to the employee's accident:	
Please describe the actual accident as you saw it:	

Copy must be submitted to ROCIP Administrator @ fax # 972-925-7211

SECTION VII
Claims Reporting Procedures

TWCC-1 to be completed by ROCIP Administrator

DISD ROCIP Administrators

Angela Mitchell

972-925-7390

or

Tina Deal

972 -925-7221

Fax: 972-925-7211

SECTION VII

Claims Reporting Procedures

Claims Reporting Procedures – General Liability

Any accident involving bodily injury or property damage to the general public is considered a General Liability loss. In the event of such an incident, the details must be recorded by the Supervisor's Accident Investigation Report and provided to the ROCIP Administrator, as soon as possible, but no later than 24 hours.

PROCEDURES FOR RECORDING AND REPORTING AN INCIDENT

- **Contact Project General Contractor**
- **Contact Program Safety Manager**
- **Contact ROCIP Administrator (Angela Mitchell 972-925-7390 or Tina Deal 972-925-7221)**

Secure the scene of the incident. Do not allow persons or objects to leave or be removed from the scene. Do not admit to or comment on liability. Explain that a representative from ACE/ESIS USA Insurance will be notified and will be contacting them (if needed).

- **A Supervisor's Accident Investigation Report shall be completed by the job-site supervisor and submitted to the ROCIP Administrators Angela Mitchell 972-925-7390 or Tina Deal 972-925-7221 (fax 972-925-7211) within 24 hours**
- **All employees involved in the incident will be taken to the medical facility for a mandatory drug and alcohol screening at the contractor's expense.**

NOTE: Make no statements to the media and direct all media questions to Dallas Independent School District Media Department @ 972-925-3159.

- **After Hours Reporting:**
 - **Contact DISD Bond Safety Manager Rene Rodriguez at 214-563-9311 or Construction Safety Specialist David Cervantes at 817-822-4905 to report the incident**

SECTION VII

Claims Reporting Procedures

CATASTROPHIC/TRAUMATIC INJURIES – GENERAL LIABILITY

In the event a catastrophic or traumatic injury occurs, the following is required:

- **The Job-site Supervisor will call 911 immediately.**
- **Contact Program Safety Manager**

- **A Supervisor's Accident Investigation Report shall be completed by the job-site supervisor and submitted to the ROCIP Administrators Angela Mitchell 972-925-7390 or Tina Deal 972-925-7221 (fax 972-925-7211) within 24 hours**

- ***REFER ALL MEDIA QUESTIONS TO DALLAS INDEPENDENT SCHOOL DISTRICT MEDIA DEPARTMENT @ 972-925-3159.***

SECTION VII
Claims Reporting Procedures

General Liability Notice of Occurrence/Claim to be completed by
ROCIP Administrator

DISD ROCIP Administrators

Angela Mitchell

972-925-7390

or

Tina Deal

972 -925-7221

Fax: 972-925-7211

SECTION VII

Claims Reporting Procedures

Claims Reporting Procedures – Builders Risk / Pollution

Any incident involving property damage is considered a Builders Risk loss. Any incident involving environmental damage is considered Pollution. In the event of such an incident, the details must be recorded by the Supervisor's Accident Investigation Report and provided to the ROCIP Administrator, as soon as possible, but no later than 24 hours.

PROCEDURES FOR RECORDING AND REPORTING AN INCIDENT

- **Contact Project General Contractor**
- **Contact Program Safety Manager**
- **Contact ROCIP Administrator (Angela Mitchell 972-925-7390 or Tina Deal 972-925-7221)**

Secure the scene of the incident. Do not allow persons or objects to leave or be removed from the scene. Do not admit to or comment on liability. Explain that a representative from ACE/ESIS USA Insurance will be notified and will be contacting them (if needed).

When you call to report a new claim, be prepared to provide the following:

- Date, time and location (name of School and address)
- What was damaged and how
- Name, address, phone number of witnesses

When you report the claim, a claim reference number will be assigned to you and an adjuster will follow up in approximately one business day to discuss the claim.

Losses occurring after hours and weekends must be reported to Rene Rodriguez ROCIP Safety Manager at (214) 563-9311.

SECTION VII
Claims Reporting Procedures

Lawsuits or Citations

All lawsuits (i.e., summons and complaint or citation and petition) filed against the entities insured by this program should be immediately forwarded on the date of receipt by express overnight mail to the following:

ROCIP Administrator
Marsh USA Inc.
DISD Bond Office
2707 Stemmons, Suite 220
Dallas, Texas 75207

Angela Mitchell @ (972) 925-7390
Tina Deal @ (972) 925-7221
(972) 925-7211 (fax)

Remember: Keep a copy of the information sent for your files. Also, call Marsh Client Manager(s) before sending the information and make them aware that a suit has been filed.

ROCIP Client Manager(s)
Marsh USA Inc.
1601 Elm Street; Suite 2100
Dallas, Texas 75201

Cheri Veltman @ (214) 765-8445
Donna Mobley @ (214) 849-5064

Marsh will assist in reporting the claim to the appropriate insurance carriers as related to this program.

DELAYS IN REPORTING COULD RESULT IN A DEFAULT JUDGMENT AGAINST YOU.

SECTION VIII

DRUG AND ALCOHOL FREE JOB SITE

This Project is a drug and alcohol free job site. The General Contractor and all subcontractors of every tier will maintain a drug and alcohol free environment for this project.

Each General Contractor is responsible to ensure that its (sub)contractors of every tier test their employees **prior** to reporting to work on the job site in order to maintain a drug and alcohol free job site as outlined in the ROCIP Project Safety Guidelines Manual.

This policy is to be used in conjunction with the subcontractor's own drug and alcohol program and in accordance with the Contract.

In addition, each employee involved in an accident will be required to submit to a post accident drug test that will be paid for by the contractor. The General Contractor and all subcontractors of every tier will obtain and maintain on file a signed "Notification and Consent - Employee Acknowledgment" (Form 3) for each employee prior to that employee commencing work on the job site.