

# Project Insurance Manual

Owner Controlled Insurance Program (OCIP)



## Colorado Department of Transportation (CDOT)

Eisenhower/Johnson Tunnels Fixed Fire Suppression System

Prepared by:

**Lockton Companies**

March 21, 2014

**DRAFT**

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# Colorado Department of Transportation (CDOT) Eisenhower/Johnson Tunnels Fixed Fire Suppression System OCIP MANUAL



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## Section 1

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DIRECTORY



1.0 INFORMATION DIRECTORY

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PROJECT SPONSOR

Colorado Department of Transportation (CDOT)

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GENERAL CONTRACTOR:

Senior Project Manager:

Cell:

Email:

Project Safety Manager:

Cell:

Email:

Corporate Safety:

Phone:

Email:

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INSURANCE BROKER and ADMINISTRATOR

**Lockton Companies**

8110 E. Union Avenue, Suite 700  
Denver, CO 80237  
Phone: (303) 414-6000  
Fax: (303) 865-6000

OCIP Admin.:

**Sandy Gibbons**

Cell: 303-520-6135

Fax: 303-865-6011

Email: sgibbons@lockton.com

OCIP Admin.:

**Maria Hwang**

Phone: 303-414-6007

Fax: 303-865-6007

Email: maria.hwang@lockton.com

Program Executive: **Stacy Pocrass, Senior Vice President,  
Account Executive**

Phone: 303-414-6174

Email: stacy.pocrass@lockton.com

Account Executive: **Janice Ashland, Vice President  
Account Executive**

Phone: 303-414-6273

Cell: 805-558-5482

Email: Janice.ashland@lockton.com

Senior Loss Control Consultant: **Mark Semonisck, Assistant Vice President**

Phone: 303-414-6182

Cell: 303-588-6950

Email: mark.semonisck@lockton.com

Injury Counselor: **Kim Edgerton, Vice President**

Phone: 303-414-6037

Email: kim.edgerton@lockton.com

Claims Consultant: **Kristin Kronick**

Phone: 303-414-6057

Email: kristin.kronick@lockton.com

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OWNER – COLORADO DEPARTMENT OF TRANSPORTATION

**Risk Management**

4201 E. Arkansas Avenue, Room 274  
Denver, CO 80222

Phone: (303) 757-9340

Office hours: Tuesday – Friday 7:00 a.m. to 5:30 p.m.

Risk Manager: **Tracie L. Smith**

Phone: 303-757-9491

Cell: 720-308-2575

Email: tracie.l.smith@state.co.us

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## Section 2

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**INTRODUCTION**



## Introduction

### 2.1 Welcome

#### Welcome to the Colorado Department of Transportation (CDOT) Project OCIP Project Insurance Manual

This manual describes the insurance coverages and operation of the Owner Controlled Insurance Program (OCIP). We urge you to read it carefully and completely.

This manual also specifies insurance coverages that Contractors, enrolled Project Contractors and Subcontractors are required to maintain apart from those provided by the OCIP, steps to complete enrollment, and reporting obligations. Each contractor is responsible for following these procedures and making sure its Subcontractors of any tier are properly enrolled.

Colorado Department of Transportation (CDOT) will pay the insurance premiums for the OCIP coverages described in this manual. You should notify your insurer(s) to delete from your insurance program charges and coverage for the on-site activities of this Project that are covered under the OCIP.

*Note: Insurance coverages and limits provided under the OCIP are limited in scope and are specific to this Project. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.*

The purpose of the OCIP is to control insurance and claim costs by assuring all eligible enrolled Project Contractors and Subcontractors have a broad insurance program. Colorado Department of Transportation (CDOT) has arranged for the coverages described within for the benefit of all participants. Success of the OCIP depends on the overall safety performance of all contractors to protect construction workers and the public from accidents and injuries.

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*We're counting on you!*

### 2.2 About This Manual

This manual was prepared by Lockton Companies (the insurance broker) and the Colorado Department of Transportation (CDOT). The manual is designed to identify, define, and assign responsibilities for the administration of the OCIP.

#### What this manual does:

- ❖ Describes the OCIP protocol and procedures
- ❖ Identifies responsibilities of the various parties involved in the Project
- ❖ Provides a basic description of the OCIP coverage
- ❖ Describes audit and administrative procedures
- ❖ Provides answers to basic questions regarding the OCIP
- ❖ May be updated throughout the course of the Project as necessary

#### What this manual does not do:

- ❖ Provide coverage interpretations
- ❖ Provide complete information about coverages
- ❖ Provide answers to specific claims questions

## **2.2 About This Manual Continued**

Specific questions about the OCIP, its administration, or the coverages provided should be referred to the appropriate party identified in the Project Directory, Section 1.

*The information in this manual is intended to outline the coverage, obligations, and protocols for the OCIP Program. In the event that conflict exists between the Project Insurance Manual (PIM) and the Contract, the Contract shall take precedence, including any applicable financial obligations. In terms of coverage, the insurance policies take precedence over any representation of coverage terms, limits, endorsements, and/or exclusions. Future modifications may be made to this PIM in contracts or procedures but only with the mutual consent of CDOT and the General Contractor.*

## **2.3 Who Needs a Copy of this Manual?**

- ❖ Your administrative personnel who manage your insurance and/or your insurance agent
- ❖ Your estimators, prior to bidding work on the Project, to make sure your insurance costs are identified and deducted from your Proposal Price
- ❖ Your Field Supervision and/or safety staff need to be aware of the safety requirements and reporting requirements
- ❖ Your payroll personnel, who will be responsible for completing and reporting your payroll
- ❖ Your claims people, who will be responsible for reporting claims for employees injured on this jobsite, so they are aware these claims should not be reported to your individual insurance carrier

## **2.4 What is an Owner Controlled Insurance Program (OCIP)?**

An Owner Controlled Insurance Program (OCIP) is a coordinated master insurance, safety, and claim management program for all enrolled contractors working on the Project.

### **What coverages are included in the OCIP?**

- ❖ Workers' Compensation and Employers Liability – Liberty Mutual Fire Insurance Company
- ❖ General Liability insurance including Completed Operations – Liberty Mutual Fire Insurance Company
- ❖ Excess Liability
  - ❖ Darwin National Assurance Company (Admitted)
  - ❖ American Guarantee & Liability Insurance Company
  - ❖ Navigators Insurance Company (Admitted)
  - ❖ Ironshore Indemnity Inc.
- ❖ Contractors Pollution Liability – Chartis Specialty Insurance Company
- ❖ Builder's Risk – ACE American Insurance Company

### **What are the benefits of the OCIP?**

- ❖ Insurance premiums paid by the owner
- ❖ Broad insurance coverage
- ❖ Coordinated safety program
- ❖ Reduced claim expenses
- ❖ No insurance claim litigation between contractors

### **How does the OCIP work?**

- ❖ Enroll in the OCIP
- ❖ Comply with all safety requirements
- ❖ Immediately report all accidents or claims
- ❖ Report your job site payroll to: Sandy Gibbons, Project OCIP Administrator

## 2.4 What is an Owner Controlled Insurance Program (OCIP)? Continued

### Who enrolls in the OCIP?

ALL Contractors/Subcontractors of all tiers.

### Who does not enroll in the OCIP?

Owner-provided Insurance shall not apply to vendors, manufacturers, suppliers, material dealers, haulers and/or independent haulers, and firms whose sole function is to transport, pick up, deliver, or carry materials, supplies, tools, equipment, parts, or other items or persons to or from the Project site. Subcontractors providing on-site hauling services with dedicated payroll will be considered eligible for enrollment at Owner's discretion.

### What is not covered under the OCIP?

Automobiles and contractor's personal property, tools, and equipment are not insured under the Owner Controlled Insurance Program.

Coverage does not apply to the operations of any Contractor or Subcontractor(s) of any tier at their offices, factory, warehouse, or yards. **NOTE: No coverage for off-site fabrication.**

### When are you covered under the OCIP?

You are only covered under the OCIP after you have submitted all enrollment forms and information (as shown on the start-up checklist – Section Seven) **AND** after Colorado Department of Transportation (CDOT) and Contractor have been notified you are enrolled by the Insurance Representative's Project OCIP Administrator.

## 2.5 How Does Enrollment Affect You?

- ❖ All jobsite payrolls will be reported to the Project OCIP Administrator on a regular basis as shown on the Payroll Reporting Form. This payroll will not be reported to your individual insurance carrier. You should not be charged an insurance premium for this payroll by your individual carrier. The Project OCIP Administrator will provide you with a Certificate of Insurance under the OCIP as proof of coverage for this payroll.
- ❖ All payroll and losses reported on this job site by your company will be reported to the NCCI to be included in your experience modification calculation for Workers' Compensation, except for Workers' Compensation claims that fall within the rules of the Colorado \$5,000 Small Deductible Program.
- ❖ Strict compliance with the CDOT Contractual Requirements and the Contractor's Project Safety Program will be required at all times on the jobsite. Failure to comply with these requirements could result in your being denied access to the job site.
- ❖ Adherence to the return-to-work (transitional duty) program.
- ❖ If you choose to hire a Subcontractor to assist you in completing your contracted work, you will be responsible for the following:
  - ❖ Include Exhibit F, any additional OCIP exhibits or forms and Project Insurance Manual as an addendum to your Subcontract Agreement.
  - ❖ Notify the Project OCIP Administrator of the subcontract award as soon as possible, using the Subcontractor Award Notice Form (see "Forms", section 7).
  - ❖ All Subcontractors will be required to meet the OCIP insurance requirements for contractor-provided insurance. The Colorado Department of Transportation (CDOT) has the authority to require the Contractor to deny access to the job site for non-compliance of insurance or safety requirements. It is important that you verify the Subcontractors' abilities to meet these requirements prior to awarding work.

## **2.6 Prior to Work Requirements**

Each company must be enrolled and authorized by the Colorado Department of Transportation (CDOT) or their Insurance Representative.

Each Contractor's employee must meet the following requirements as required by Contract:

- ❖ Negative drug screen report for each person who will be working on a CDOT OCIP included Project Site
- ❖ Site Safety Orientation provided by the Contractor as required by the Colorado Department of Transportation (CDOT) for the Project including all employees prior to their first day of work on a CDOT OCIP included Project Site
- ❖ Adhere to the return-to-work (transitional duty) program requirements of the Contract

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**Section 3**

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**OVERVIEW OF THE  
OWNER CONTROLLED INSURANCE  
PROGRAM**



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## Overview of the Owner Controlled Insurance Program

*This manual is designed to provide only a general overview of the OCIP and does not in any way alter the actual insurance policies or contracts. You should refer to the actual policies for details concerning coverage, exclusions, and limitations.*

### 3.1 Purpose

The Colorado Department of Transportation (CDOT) has implemented an OCIP to provide certain insurance coverages for eligible enrolled contractors performing construction work on the Project. Contractors should contact the Project OCIP Administrator with any questions about OCIP eligibility.

### 3.2 Application of OCIP to Contractors

Refer to  
Scope of OCIP  
in Section 3.3

OCIP coverages are designed to protect Colorado Department of Transportation (CDOT), Contractors, enrolled Project Contractors, Subcontractors, and members of the public and employees of the enrolled Project Contractors and Subcontractors from risk or loss while on the Project site. CDOT and all eligible Contractors enrolled in the OCIP (unless excluded by CDOT or criteria in this manual) are afforded coverage under the Project insurance policies. Each coverage under the OCIP is summarized in this Section.

*Enrollment by all eligible Contractors and Subcontractors is **mandatory** but **not automatic**. Enrollment is subject to satisfactory completion, review, and approval of enrollment forms, all required documents, and certificates of insurance.*

All insureds must comply with OCIP provisions and procedures. Each Contractor must ensure its Subcontractors are properly enrolled in the OCIP and comply with these provisions and procedures.

Lockton Companies will provide Contractors and Subcontractors the appropriate evidence of OCIP insurance outlined in this Section after the contract award is issued and enrollment completed.

All coverages provided by the CDOT for the Project will be written by insurers approved to do business in Colorado, where the Project is located.

### 3.3 Scope of the OCIP

CDOT has procured, and will pay for, the following insurance coverages on behalf of all enrolled Contractors performing construction and maintenance on the Project:

- ❖ Workers' Compensation and Employer's Liability
- ❖ Commercial General/Excess Liability insurance including Completed Operations
- ❖ Contractors Pollution Liability
- ❖ Builder's Risk

**The coverages provided apply to Project work only.**

Contractors must carry their own insurance for off-site activities and exposures not contemplated by the OCIP.

Each Contractor must obtain its own primary Automobile Liability and Contractors Equipment coverage with liability limits as specified in Exhibit F.

### 3.4 Contractors Not Included Under the OCIP

Owner-provided Insurance shall not apply to vendors, manufacturers, suppliers, material dealers, haulers and/or independent haulers, and firms whose sole function is to transport, pick up, deliver, or carry materials, supplies tools, equipment, parts, or other items or persons to or from the Project. Subcontractors providing on-site hauling services with dedicated payroll will be considered eligible for enrollment at Owner's discretion.

### 3.5 Contractor Deductibles

The Contractor may be responsible for General Liability, Contractors Pollution Liability, and Builder's Risk deductibles that are defined in the contract. All deductibles are detailed in Exhibit F of the Contract.

### 3.6 Evidence of Coverage

Each enrolled Contractor and Subcontractor will be issued an individual Workers' Compensation policy. Lockton Companies will provide a Certificate of Insurance evidencing Workers' Compensation, General Liability, Excess Liability, Contractors Pollution Liability, Builder's Risk, and Contractor's Professional Liability, where applicable, to each enrolled contractor, ***each of which will be a named and/or additional insured on the policies.*** Complete copies of the policies will be available on request.

### 3.7 Questions About OCIP

**After Contract award**, direct any questions about the OCIP or its procedures for the Project to the following:

Sandy Gibbons, Project OCIP Administrator  
Lockton Companies  
8110 E. Union Avenue, Suite 700  
Denver, CO 80237  
Phone: (303) 520-6135  
Fax: (303) 865-6011  
Email: [sgibbons@lockton.com](mailto:sgibbons@lockton.com)

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**Section 4**

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**INSURANCE COVERAGES  
INCLUDED UNDER THE OCIP**



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## Colorado Department of Transportation (CDOT)-Furnished Insurance

The Project will be subject to an Owner Controlled Insurance Program ("OCIP"). The Colorado Department of Transportation (CDOT) otherwise referred to as the "Owner", acting directly or through its authorized designee will provide coverage for insurance under an OCIP.

Prior to commencement of the Work, Owner, at its sole cost, will secure and thereafter, except as otherwise provided herein, maintain at all times during the performance of this Contract, the insurance specified herein, with Owner, Contractor, Enrolled Project Contractors, and such other persons or interests as Owner may designate as insured parties, with limits not less than those specified below for each coverage.

Owner provided Insurance will apply only to Project Contractors who have completed the enrollment process, complied with the insurance requirements herein, and received notification of enrollment from the Project OCIP Administrator. Owner may require exclusion of any Subcontractor from the OCIP at the Owner's sole discretion. If a Subcontractor should be excluded from the OCIP at the Owner's discretion, then the cost of insurance may be equitably adjusted for the purchase separate insurance.

**Colorado Department of Transportation (CDOT) will, at its expense maintain the following types of insurance under the OCIP.**

### 4.1 Workers' Compensation and Employer's Liability

**Insurer:** Liberty Mutual Fire Insurance Company

**Policy Limit:** Statutory

The owner will procure, pay for, and maintain Workers' Compensation insurance in compliance with statutory limits for the Workers' Compensation laws of the State of Colorado and Employer's Liability limits of not less than:

<b>Coverage</b>	Employer's Liability:		
	Bodily Injury—each accident	\$	1,000,000
	Bodily Injury by disease—each employee	\$	1,000,000
	Bodily Injury by accident or disease—any one accident	\$	1,000,000

Covered operations at the Project Site for enrolled Project Contractors. Coverage ceases for any employee of the enrolled Project Contractors when they leave the Project Site for unrelated business. Workers' Compensation coverage will extend to employees' direct travel between two scheduled Project Sites when the travel is conducted for the sole purpose of executing Work.

The payrolls and losses of participants in this OCIP will be filed with the appropriate Workers' Compensation rating bureau and will affect their individual experience modification factor. Claim data will be submitted by the insurance carrier(s) to the National Council on Compensation Insurance (NCCI) in accordance with Colorado Workers' Compensation Deductible rules.

The Owner shall pay any policy related insurance costs for Workers' Compensation not covered because of deductibles, if any. The Contractor shall be responsible for any related Drug and Alcohol accident/incident testing or other contractual obligations as provided for in the Contract which may be related to the incident and/or injured worker.

Each enrolled Contractor will be issued a separate Workers' Compensation policy and policy number.

## 4.2 Commercial General Liability – CG 12/07

**Insurer:** Liberty Mutual Fire Insurance Company

**Policy Limit:**

Per Occurrence for Bodily Injury and Property Damage	\$	2,000,000	(Annual)
General Aggregate (annual reinstatement)	\$	4,000,000	(Annual)
Completed Operations Aggregate	\$	4,000,000	(Aggregate)

The policy limits are shared by all Contractor/Subcontractors enrolled in the OCIP.

**Policy Exclusions - Examples could include, but are not limited to:**

**COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Exclusions:

Expected or Intended Injury  
Contractual Liability  
Liquor Liability  
Workers' Compensation and Similar Laws  
Employer's Liability  
Pollution  
Aircraft, Auto or Watercraft  
Mobile Equipment  
War  
Damage To Property – modified or deleted by endorsement  
Damage To Your Product - modified or deleted by endorsement  
Damage To Your Work - modified or deleted by endorsement  
Damage to Impaired Property or Property Not Physically Injured  
Recall Of Products, Work or Impaired Property  
Personal and Advertising Injury  
Electronic Data

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

Exclusions:

Knowing Violation of Rights of Another  
Material Published With Knowledge of Falsity  
Material Published Prior To Policy Period  
Criminal Acts  
Contractual Liability  
Breach of Contract  
Quality or Performance of Goods – Failure to Conform to Statements  
Wrong Description of Prices  
Infringement of Copyright, Patent, Trademark or Trade Secret  
Insureds in Media and Internet Type Businesses  
Electronic Chat rooms or Bulletin Boards  
Distribution of Material in Violation of Statues  
Unauthorized Use of Another's Name or Product  
Pollution-Related  
War

**COVERAGE C MEDICAL PAYMENTS**

Exclusions:

Any Insured  
Hired Person  
Injury on Normally Occupied Premises  
Workers Compensation and Similar Laws  
Athletics Activities  
Products-Completed Operations Hazard  
Coverage A Exclusions

A single policy will be issued for all insureds for all liability and property coverage. Enrolled Contractors will receive a Certificate of Insurance.

**Additional Policy Endorsements:**

Advertisement Redefined – LC 29 08 10 11  
Blanket Additional Insured – LN 20 01 06 05  
Bodily Injury Redefined – LC 29 09 10 11  
Bodily Injury to Co-Employees Coverage – LC 04 04 06 05  
Broad Form Named Insured – LN 99 05 07 05  
Broadened Damage to Premises Rented to You Coverage – LC 04 27 10 11  
Commercial General Liability Coverage Form (Occurrence Version) – CG 00 01 12 07  
Common Policy Conditions – IL 00 17 11 98  
Composite Rate Endorsement – LC 99 12 06 05  
Coverage Territory Redefined – LC 29 01 06 05  
Earlier Notice of Cancellation Provided By Us – CG 02 24 10 93 – (60 Days/10 Days for nonpayment)  
Joint and Several Amendment – LC 99 28 08 09  
Joint Defense Endorsement – LC 22 02 08 09  
Knowledge of Occurrence – LC 99 02 06 07  
Mold and Mold Related Construction Defect – LN 21 01 06 05  
Non-Cumulation of Liability (Same Occurrence) – LC 25 13 08 08  
Notice of Cancellation to Third Parties LIM 99 01 05 11 (30 Days NOC) Notice of Occurrence – LC 99 01 06 05  
Nuclear Energy Liability Exclusion – IL 00 21  
Per Project and Per Location Combined Aggregate Limits – With Optional Capped Limits Endorsement – LG 3178 05 05 (Aggregate Limit Cap: \$20,000,000)  
Personal and Advertising Injury Redefined- Definition of Publication – LC 29 04 08 08  
Personal and Advertising Injury – Occurrence Redefined LC 29 06 08 08  
Professional Health Care Services By Employees or Volunteer Workers Cov –LC 04 02 10 11  
Reasonable Force – LC 04 01 06 05  
Repair Work Endorsement-Manuscript  
Unintentional Failure to Disclose – LC 99 03 06 07  
Waiver of Transfer of Rights of Recovery Against Others To Us – CG 24 04 05 09 – (Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss; Premium: TBD )  
Wrap-Up Insurance Program – Amendment of Coverage LC 04 23 08 09 (Completed operations extension period: 8 years)

**Additional Policy Exclusions:**

Asbestos Exclusion – LC 21 01 06 05  
Discrimination Exclusion – LC 21 04 06 05  
Employment Related Practices Exclusion – CG 21 47 12 07  
Exclusion – Contractors – Professional Liability CG 22 79 07 98  
Exclusion – Fungi or Bacteria – CG 21 67 12 04  
Exclusion – Mold and Mold Related Construction Defect – LN 21 01 06 05  
Fungi or Bacteria Exclusion – CG 21 67 12 04  
Lead Exclusion – LC 21 06 06 07  
Nuclear Energy Liability Exclusion – IL 00 21  
Recording and Distribution of Material or Information in Violation of Law Exclusion – CG 00 68 05 09  
Silica Exclusion – LC 21 02 06 05  
Total Pollution Exclusion – CG 21 49 09 99

Standard Insurance Service Office Commercial General Liability Insurance policy or equivalent, including Bodily Injury, Property Damage, Personal Injury and Completed Operations covering operations at the Project Site for enrolled Contractors shall be provided. An eight-year (8) extension of the Completed Operations Liability coverage for the Colorado Statute of Repose and the Statute of Limitations will begin upon the earlier of expiration of the OCIP policy, Substantial Completion of the Project, or the completion of work under the contract. This insurance will not extend to products liability coverage for any product manufactured away from the Project Site. The OCIP will be primary and non-contributory as it relates to coverage provided under the OCIP ~~unless otherwise agreed to in writing between the Owner, Contractor and Subcontractor.~~

## 4.2 Commercial General Liability Continued

Contractor will be responsible for repayment of any deductible for Bodily Injury or Property Damage up to \$25,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its Subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount.

To the extent losses covered and payable under the OCIP arise out of, or are the responsibility of the Contractor's Subcontractor(s) of any tier, Contractor may seek contribution from those Subcontractor(s) in an amount equal to the self-insured retention or deductible amount under the Subcontractor's own conventional General Liability Insurance Policy in effect at the time of enrollment into the OCIP, but in no case may the Contractor collectively collect more than the per occurrence deductible of \$25,000 for the occurrence which is the contractual responsibility of the Contractor.

*Refer to policy for terms, exclusions, and conditions.*

## 4.3 Excess Liability

**Insurer:** See Section 2.4, page 8

**Policy Limit:**  
\$100,000,000 Each Occurrence  
\$100,000,000 Aggregate

Coverage is in excess of the primary Commercial General Liability and Employer's Liability. Such Excess Liability Insurance will be primary and non-contributory as to any other excess insurance the parties hereto may have in force. An eight-year (8) extension (for the Statute of Repose and Limitations) of the Completed Operations Liability coverage is anticipated and will begin upon the earlier of expiration of the Commercial General Liability Policy or Substantial Completion of the Project, or the completion of Work under contract. This insurance will not extend products liability coverage for any product manufactured away from the Project Site. ~~These limits may be satisfied in various combinations with an Umbrella or Excess policy.~~

**Limits outlined above may be satisfied in various combinations with an umbrella/excess policy.**

## 4.4 Contractor's Pollution Liability

**Insurer:** Chartis Specialty Insurance Company

**Policy Limit:**  
\$ 25,000,000 Per Claim  
\$ 25,000,000 Aggregate  
Claims Expenses (including Defense Costs) within limits

Coverage will include Bodily Injury or Property Damage from a pollution event as defined within the policy form resulting from covered operations or completed operations of the Work performed at the Project Site.

Contractor will be responsible for repayment of any deductible associated with the activities of the Contractor or their Subcontractors up to **\$25,000** per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its Project Contractors and Subcontractors, or any other entity or person for whom it may be responsible with no increase in the Contract amount.

## 4.5 Builder's Risk

**Insurer:** ACE American Insurance Company

The Owner will procure, pay for, and maintain a builder's risk insurance policy, including coverage for in-transit and off-site storage, to protect the interests of the Insureds, including Owner, Project Contractors, and Subcontractors, against the risk of loss or damage to the Work during construction at the Project Site. Such policy will include a waiver of subrogation in favor of Owner, Architect, Construction Manager, Contractors, and Project Contractors.

Coverage will include all materials, supplies, and equipment that are intended for specific installation in the Project while such materials, supplies, and equipment are located at the Project Site, in transit or while temporarily located away from the Project Site for the purpose of storage at the risk of one of the insured parties, as agreed upon by the Owner in writing in advance of such transit or storage.

### Policy Coverage Form and Exclusions (examples):

#### Commercial Inland Marine – Builders Risk Coverage Form

Endorsements:

- ❖ Extra Expense Endorsement
- ❖ Elite Property Enhancement: Builders Risk – sublimits apply
- ❖ Builders Risk Warranties

Exclusions:

- ❖ Government Action
- ❖ Nuclear Hazard
- ❖ War and Military Action
- ❖ Ordinance or Law
- ❖ Water – modified or deleted by endorsement
- ~~❖ Earth Movement (limited)~~
- ❖ Mold Exclusion
- ~~❖ Flood (limited)~~
- ❖ Workmanship – omission in, or faulty, inadequate or defective

Policy Coverage Extensions (sublimits may apply):

- ❖ Fire Department Service Charges
- ❖ Valuable Papers and Records
- ❖ Trees, Shrubs and Plants
- ❖ Debris Removal
- ❖ Pollutant Clean-Up and Removal
- ❖ Flood
- ❖ Earth Movement

This insurance will not include any tools or clothing of workers or any tools, equipment, protective fencing, scaffolding, and equipment owned, rented, or used by Contractor and used in the performance of the Work, or work performed at off-site fabrication facilities. Contractor shall waive any such rights of recovery from Owner and/or the OCIP Policies.

Contractor will be responsible for repayment of any deductible for Property Damage up to \$25,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its Subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount. Contractor may not seek contribution of this deductible from its Subcontractors.

Note: The Builder's Risk policy terms vary from policy to policy, and such insurance provided by the Owner will be subject to such limits of liability, exclusions and deductibles as Owner may negotiate in its discretion. Contractor is advised to consult the terms of the policy to ascertain its terms.

#### **4.6 Project Professional Liability for Design and Consulting Services**

Unless otherwise stated herein the Contractor shall provide such coverage as described in section 5.8 with limits as determined by the CDOT Risk Manager. The OCIP shall not provide such coverage.

#### **4.7 Coverage**

Unless herein otherwise specifically indicated, the policies set forth in Sections 4.1 through 4.5 above will cover, as defined by Contract and the Project documents, those operations performed or employees of the insured parties directly engaged in connection with the Work of enrolled contractors/subcontractors.

The coverage referred to in Sections 4.1 through 4.5 will be set forth in full in the respective Policy forms. The foregoing descriptions of such policies are not intended to be complete, or to alter or amend any provision of the actual policies. In matters, if any, in which the said description may conflict with the Policy, and to the extent there are conflicts or inconsistencies, the provisions of the insurance Policy shall govern.

Except for completed operations coverage and any policy endorsement which extends coverage beyond the policy expiration, the OCIP insurance shall discontinue upon the date of Final Payment to the Contractor on the Project for the Work completed under Contract.

Coverage may also be discontinued if the Project is substantially delayed for an extended period of time, or if the Project, or the OCIP is permanently terminated.

#### **4.8 Alternate Insurance**

Owner makes no guarantees or warranties, and disclaim any responsibility whatsoever, that the OCIP policies will remain in effect and in no way assumes responsibility for the solvency of the insurers, or any of their parent, subsidiary, excess, re-insurers or other companies or group members.

If Owner, for any reason, is unable to furnish the insurance as specified in Section 4.1 through 4.5 upon 45 days written notice from Owner, Contractor shall obtain replacement insurance with minimum coverage and limits set forth in Exhibit F. The OCIP shall continue to provide coverage for losses until alternate insurance is in place. Contractor shall provide Owner and its Insurance Representative with certificates of insurance or, at Owner's option, certified copies of policies upon issuance thereof. Contractor may further require its Subcontractors of every tier to obtain replacement insurance. Owner shall issue an appropriate Change Order to Contractor to adjust the Contract amount for the actual cost of the additional premiums to Contractor and its Subcontractors for such replacement insurance. Owner shall pay such amounts within thirty (30) days of receipt of such Change Order.

#### **4.9 Excluded Property**

Enrolled Project Contractors shall retain the risk of loss for all premises and operations exposures of Contractor away from the Project Site, and for any damage whatsoever to their equipment, stationary or mobile, tools, supplies, materials, automobiles and vehicles, highway or otherwise, cranes, and hoists or any other property owned or leased which will not be incorporated into the physical construction.

The separate insurance maintained for any property described in this section shall contain a Waiver of Subrogation on the part of the insurance company in favor of Owner, Contractor, and all other Project Contractors, and Subcontractors at any tier, with respect to project site activities. If Project Contractors of any tier chooses to self-insure any of the property described under this section, then that Contractor shall indemnify the Owner, Contractor, and all other Project Contractors and Subcontractors working at the Project, and all other persons or entities shall be held harmless for any loss or damage to the property while on the Project Site.

Contractor and each of the Project Contractors and Subcontractor shall be responsible for all premiums and deductibles, if any, under these policies.

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**Section 5**  
DRAFT

**CONTRACTOR-PROVIDED INSURANCE**



## Contractor-Provided Insurance

### 5.1 Required Insurance

Contractor and Subcontractors shall at all times during the period in which this Contract is in force and effect provide and maintain insurance and shall require all their Subcontractors to provide and maintain insurance of the type and in limits as set forth below. Such insurance shall be in a form and from issuing companies acceptable to the Owner. The issuing companies must have a Best's rating of A-, VII or better or as otherwise required by contractor. The insurance may be provided in a policy or policies, primary and excess, including the so-called umbrella or excess form. The limits of liability shall be as stated below, unless, prior to commencement of any Work, written approval is granted by Owner for variance from those limits. **If the Contractor is performing Work and a Public Entity, Utility or other interested party requires a certificate of insurance, the Contractor shall be responsible to provide such certificate(s) listing that party as an additional insured as required by contract. The additional insured requirements for these entities is applicable to the Contractor only. Where coverage is provided by the CDOT sponsored OCIP the CDOT OCIP Administrator can assist in providing a certificate for coverage insured under that program.**

### 5.2 Workers' Compensation – Off-Site Exposures

For all operations away from the Project Site, Contractors and Subcontractors shall carry Workers' Compensation insurance in compliance with statutory limits for the Workers' Compensation Laws of the State of Colorado and Employer's Liability limits of not less than:

*Contractor / Subcontractor Limit*

- \$ 1,000,000 Each Accident for Bodily Injury
- \$ 1,000,000 Policy limit for Bodily Injury by disease
- \$ 1,000,000 Each Employee for Bodily Injury by disease

### 5.3 Commercial General Liability and Excess (Umbrella) Liability

Evidence of liability insurance for premises and operations exposures of Contractor and Subcontractors away from the Project Site shall be provided by the Contractor and enrolled Subcontractors. Coverage to be provided in a form equivalent to the Standard Insurance Service Office Commercial General Liability Insurance policy (occurrence form) including products liability for any product manufactured, assembled or otherwise worked upon away from the Project Site, as well as for any damage whatsoever to their equipment, stationary or mobile, tools, supplies, materials, automobiles and vehicles, highway or otherwise, cranes, and hoists or any other property owned or leased which will not be incorporated into the physical construction.

The required insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy.

Contractor Limit

- \$10,000,000 Per occurrence
- \$10,000,000 Annual general aggregate and products I completed operations aggregate limits

Subcontractor and Separate Contractor Limit

- \$1,000,000 Per occurrence
- \$2,000,000 Annual general aggregate and products/completed operations aggregate limits

## 5.4 Automobile Liability

All Contractors shall provide evidence of Automobile Liability. The OCIP does not cover Automobile Liability.

Insurance shall cover all owned, non-owned and hired automobiles. Such insurance shall provide coverage not less than that of a standard Insurance Services Office (ISO) Business Auto Coverage policy with limits not less than listed below. The policy shall be endorsed to include Motor Carrier Act Endorsement – Hazardous Materials Clean Up (MCS-90), if applicable. Contractual Liability, if not provided in the policy form, is to be provided by endorsement.

Contractor Limit

\$2,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage

Subcontractor Limit

\$1,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage

Limits outlined above may be satisfied in combination of primary and umbrella/excess policies.

## 5.5 Contractor Construction Equipment Insurance

Any policies maintained by the Contractor/Subcontractor on its owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner and all other indemnities named in the Contract.

## 5.6 Watercraft or Aviation

Should watercraft or aircraft of any kind be used by a Contractor or Subcontractor or by any person on its behalf, Contractor/Subcontractor or such other party will maintain or cause the operator of the watercraft or aircraft to maintain watercraft or aircraft liability insurance, including bodily injury, property damage, and passenger liability, as respects any watercraft or aircraft owned, used, operated, or hired in connection with the Work by Contractor or by anyone else with limits of \$10,000,000 combined single limit for bodily injury and property damage any one occurrence, each watercraft or aircraft.

## 5.7 Environmental and Asbestos Abatement Coverage (where required)

Should the Project involve the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances, Contractor shall be required to provide adequate coverage, with limits not less than \$10,000,000 per claim basis, for such exposures subject to requirements and approval of Owner and/or the Contractor.

## 5.8 Professional Liability (Errors & Omissions where required)

Should the Contractor's or Subcontractor's work involve design, or a design/build component where professional services are provided or contracted for, Professional Liability insurance as described below in this paragraph shall be required and will be maintained by each Contractor or Subcontractor, their Architect and all Sub-Consultants for the duration of the applicable Colorado Statute of Repose. There should be no exclusion on the policy for the type or scope of work associated with the Project. Such insurance shall be approved by the Owner and the Contractor. Whether design-build subcontractors can be accepted into the OCIP Program at all will be evaluated at the time of final selection of these subcontractors. If a design-build subcontractor cannot be included in the OCIP, then the Guaranteed Maximum Price will be equitably adjusted for the cost for insurance premiums for that subcontractor.

\$ 2,000,000 Each claim  
\$ 2,000,000 General aggregate

~~The Contractor or Subcontractor shall provide Professional Liability Coverage for the protection of all design and engineering professionals associated with the Project as follows:~~

- ~~1) Contractual Limits of Liability of \$2 million per claim and an annual aggregate limit of at least \$2 million.  
ESB and DBE firms will be covered as long as the ESB and DBE firms' contracts are with the Contractor. The Contractor, at its discretion, may elect to allow limits less than those imposed on the Contractor from its Subcontractors; however the Contractor shall accept the responsibilities and liabilities to satisfy the contract requirements for the Subcontractor, and such limits shall not be less than \$1,000,000 per claim and \$1,000,000 in annual aggregate limits.~~
- ~~2) The policy will have a (three (3) or as determined by CDOT Risk Management) extended reporting period from the Final Acceptance Date with respect to all events that occurred, but were not reported, during the term of the policy.~~
- ~~3) The policy shall protect against any negligent act error or omission arising out of design or engineering including environmental design or consulting with respect to the Project.~~
- ~~4) The policy shall have a retroactive date of no later than the date the first design and/or engineering Activities have been conducted by the design professionals and contractors associated with the Project.~~
- ~~5) Contractor shall provide insurance for construction management activities in the amounts required in this Section 5.9, per the Contractor's usual business practices including, but not limited to, purchasing a construction management professional policy or an errors and omissions policy.~~
- ~~6) Where the Subcontractor of the Contractor provides Professional Liability Coverage, Contractor shall confirm that all requirements of this section have been met prior to the start of design work.~~

## 5.9 Railroad Protective Insurance

In addition to the above, the Contractor shall furnish evidence to CDOT that, with respect to the operation the Contractor or any of its Subcontractors perform, the Contractor has provided for and on behalf of the Railroad Company, and each Railroad Company when more than one is involved, Railroad Protective Public Liability and Property Damage Insurance provided for a combined single limit of Five Million Dollars (\$5,000,000) per occurrence with an aggregate limit of Ten Million Dollars (\$10,000,000) applying separately for each annual period for:

1. All damages arising out of bodily injuries to or death of one or more persons.
2. All damages arising out of injury to or destruction of property.

Said policy or policies of insurance shall be deemed to comply with the Railroad Protective Insurance requirements if each of said policies contains a properly completed and executed "Railroad Protective liability Form," copies of which are available from CDOT's Agreements Engineer, Colorado Department of Transportation, 4201 E. Arkansas Avenue, Denver, CO 80222. All required policy or policies of insurance shall be submitted to the Project Director for transmittal to the Railroad Company's Insurance Department.

The Railroad Protective Insurance shall be carried until all Work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance of CDOT. The Railroad Company shall be furnished with the original of each policy carried on its behalf.

## 5.10 Certificates of Insurance

Contractors shall provide to the CDOT's designated representative, Project OCIP Administrator, Sandy Gibbons, properly executed certificates of insurance as required by the contract.

**Recommendation:**

*To avoid duplicate premiums, Contractors/Subcontractors may endorse their off-site Workers' Compensation and Commercial General Liability policies to reflect that this Project is covered under an OCIP. Contact your insurance agent/broker to avoid duplication of coverages.*

## 5.11 Conditions

- ❖ All requirements imposed in the Project Insurance Manual and Exhibit F, with the possible exception of any allowable differences in policy limits, and required of Contractor, shall likewise be imposed upon, assumed and performed by each Contractor and Subcontractor.
- ❖ Each party hereto shall require that all policies of insurance, as allowed by statute, that are in any way related to the Work, including those that are secured and maintained by any Contractor, other Project Contractors, Subcontractor, or their consultants, include clauses providing that each underwriter shall waive all of its rights of recovery under subrogation or otherwise, against the Owner, its officials, directors, officers, and employees and all other interests as may be reasonably required by Owner.
- ❖ **Each insurance policy required of Contractor/Subcontractor in Section 5.3 through 5.5 shall be endorsed as follows:**

Waiver of  
Subrogation

Additional  
Insured

With respect to all liability policies required, Owner and Contractor, its Subcontractors, Owner's separate Contractors and their Subcontractors, and their elected and appointed directors, officials, officers, employees, and all other interests as may be reasonably required by the Owner and Contractor for the Project shall be named as Additional Insured. The coverage afforded the Additional Insured under these policies shall be primary insurance to the extent the claim arises, in whole or in part, from the negligence of the Contractor or its Subcontractors. In such cases, if the Additional Insured has other insurance which is applicable to the loss, such other insurance shall be on an excess and non-contributory basis.

The Additional Insured Endorsement shall be the equivalent to ISO form CG2010 (07/04) and CG2037 (07/04) editions. It shall state that the coverage provided to the Additional Insured is primary and non-contributory with respect to any other insurance available to the Additional Insured.

- ❖ If the Contractor is performing Work and a Utility or other interested party requires a certificate of insurance, the Contractor shall request, through CDOT's OCIP, a certificate listing that party as an additional insured. CDOT's OCIP shall name requesting Utilities and other interested parties as additional insured on the insurance policies, except for the workers' compensation and professional liability policies. The additional insured requirements for these entities is applicable to the Contractor only.
- ❖ In the event of any claims being made by reasons of bodily injury, personal injury, or property damage sustained by agent, servant, or employee of one insured for which another insured is or may be liable, the policy shall cover such insured against whom a claim is made in the same manner as if a separate policy had been issued to each insured (Severability of Interest).
- ❖ Contractor shall furnish each of its Subcontractors a copy of Exhibit F Requirements, any additional OCIP exhibits or forms and this Project Insurance Manual. Contractor shall ensure that the duties, obligations, and requirements of these insurance provisions shall apply to all Subcontractors with whom Contractor may contract.

## **5.12 Insurance Requirements for Other Work-Related Parties**

Vendors, suppliers, material men, owner/operator truckers, firms whose sole function is to transport materials, supplies, tools, equipment, parts or items to or from the project site and Subcontractors who will perform no actual labor at the site **shall not be covered by insurance purchased by Owner through the OCIP.** *However,* these excluded parties shall obtain and maintain until all of their obligations have been discharged, including any warranty periods under this contract are satisfied, the insurance coverage specified in subsections listed below.

Such insurance shall be in a form and from issuing companies acceptable to Owner. The issuing companies must have a Best's rating of **A- VII or better.**

### **Automobile Liability**

\$ 2,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage

### **Workers' Compensation**

Statutory WC limit applicable to State of Colorado

### **Employers Liability – Limits not less than:**

\$ 500,000 Each Accident for Bodily Injury  
\$ 500,000 Policy Limit for Bodily Injury by disease  
\$ 500,000 Each Employee for Bodily Injury by disease

### **Commercial General Liability**

\$ 1,000,000 Per occurrence  
\$ 2,000,000 Annual General Aggregate and Products/Completed Operations Aggregate Limits

Such insurance shall be primary and non-contributing with any other insurance and be in a form and from insurance companies reasonably acceptable to Owner.

**Limits outlined above may be satisfied in combination of primary and umbrella/excess policies.**

Liability policies required under Section 5.13 shall, where prudently feasible, named Owner and Contractor, its Subcontractors, Owner's separate Contractors and their Subcontractors, and their elected and appointed officials, directors, officers, employees, and any additional entities as Owner or Contractor may request, as Additional Insured. The Additional Insured Endorsement, equivalent to ISO form CG2010 (07/04) and CG2037 (07/04) editions, shall state that the coverage provided to the Additional Insured is primary and non-contributory with respect to any other insurance available to the Additional Insured. Contractor is responsible to ensure to the best of its ability that those entering the Project Site location have evidence of, or hold, the appropriate insurance or that those visitors are escorted while at the Project. Exceptions may be granted where mutually agreed to in advance between the Owner and the Contractor.

All policies of insurance required in this section shall be endorsed to provide that the insurance company shall provide written notice to Owner at least 30 days prior to the effective date of any cancellation of such policies.

All policies of insurance, as allowed by statute, that are in any way related to the Work, including those that are secured and maintained by consultants and Subcontractors, include causes providing that each underwriter shall waive all its rights of recovery under subrogation or otherwise, against Owner, Owner's representative, Contractor, Project Contractors and Subcontractors.

Parties covered in this Section shall cause to be furnished to Owner and Contractor, or their Insurance Representative, certificates of insurance evidencing all insurance as required by this Contract. As and when Owner or Contractor may direct, copies of the actual insurance policies or renewals or replacements thereof shall be submitted to Owner or Contractor. All copies of policies, if any, and certificates of insurance submitted to Owner shall be in form and content acceptable to Owner or Contractor.

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**Section 6**  
**DRAFT**

**CONTRACTOR RESPONSIBILITIES UNDER  
THE OCIP**



## Responsibilities under the OCIP

### 6.1 Contractor's Obligations

Contractor shall furnish each Subcontractor a copy of this Project Insurance Manual and Exhibit F Owner Controlled Insurance Program Requirements, as it may be amended from time to time, and shall make the same requirement of all Subcontractors with respect to their subcontract or procurement procedures. The duties, obligations, and requirements of these insurance provisions shall apply to all Contractors and Project Contractors, and Subcontractors with whom Contractor or Project Contractor may contract.

### 6.2 Contractor and Subcontractor Pricing

The Contractor shall submit Proposal Price NET of insurance for the self-performed Work of the Contractor (excluding Subcontractors) as identified in the summary of this section (Total Project Insurance – Net Amount). Within the proposal the Contractor shall identify the Total Project Insurance - Gross Amount based upon Section 1.0 ~~above of Exhibit F~~ and Book 2 requirements and shall reduce such amount by the OCIP Credit Amount as calculated from their insurance policies and summarized on the Insurance Calculation Worksheet – OCIP-S(1) provided by CDOT. The Contractor shall submit with their Proposal Price a bid line item for the insurance coverage including all three calculations, however only the Net Amount of insurance shall be within their final Proposal Price. This bid line item for the Contractor should represent their own insurance and not that of their Subcontractors.

The Contractor shall request that their Subcontractors submit their Proposal Price NET of the insurance provided for in Section 5.0 and shall only include insurance as requested in Section 5.0 of this Manual (sections 2.1 and 2.3 of Exhibit F). All of the Subcontractors of every tier shall only include in their Proposal Price those amounts of insurance required in Section 5.0 and should not include insurance as provided for by the CDOT OCIP. CDOT will verify upon the enrollment of each Subcontractor into their OCIP that the Subcontractor has complied with this requirement of the contract. Such non-compliance will be audited by CDOT and may result in a fine or change modification to the Contract. In addition, CDOT has provided an OCIP Affidavit for the Contractor, and upon enrollment for the Subcontractors, to sign and verify accuracy of insurance deduction.

A. The OCIP insurance coverage provided is as outlined in summary by line of coverage below, and in more detail in Section 2.1 of Exhibit F:

- ❖ Workers' Compensation
- ❖ Commercial General Liability- other than liability associated with off-site exposures
- ❖ Excess (Umbrella) Liability coverage
- ❖ Contractor's Pollution Liability
- ❖ Builders Risk (Property) coverage

To assist the Contractor and their Subcontractors in the calculation of their insurance and the amounts which should not be included in their Proposal Price an Insurance Calculation Worksheet – OCIP-S(1) and a sample line item Insurance Worksheet Summary – OCIP-S(2) has been provided by CDOT.

The insurance itemized above and provided by the Contractor with their Proposal Price, and as provided by each Subcontractor upon enrollment shall be reviewed by the Owner's Insurance Representative as outlined below:

B. Calculation of Insurance Line Items excluded in the Proposal

- 1) The Contractor within their Proposal Price and their eligible Subcontractors upon enrollment prior to the start of work shall complete the Insurance Calculation Worksheet – OCIP-S(1) provided by CDOT with the CDOT OCIP Insurance Instructions. The completed Insurance Calculation Worksheet – OCIP-S(1) for the Contractor shall be submitted for the Contractor with their Proposal to CDOT. The Contractor and their Subcontractors shall prior to award of a contract and enrollment into the OCIP submit verification of the amounts they have excluded from their Proposal Price through an OCIP Affidavit for the Contractor and Subcontractor(s) to sign and verify accuracy of insurance deductions. The required Worksheet and Affidavit will be reviewed by the CDOT Insurance Representative.
- 2) The CDOT Insurance Representative will verify the amount(s) as reasonable for the type of Work included on the line items.

- 3) The Contractor and their Subcontractors shall be responsible to remove such costs from all future change orders for any approved Change Orders moving forward on the Project.
  - 4) CDOT and its Insurance Representative reserve the right to audit the Insurance Calculation Worksheet – OCIP-S(1) to verify for CDOT the appropriate bid net amount.
  - 5) The Contractor and their Subcontractors will sign and deliver to the CDOT and/or its Insurance Representative an affidavit attesting to the fact that all insurance as covered by the OCIP has been removed from their Proposal Price or Subcontractor bid amount under Contract with the Contractor.
- C. Calculation Procedures:

1) Commercial General Liability – Primary and Workers Compensation

The insurance verification process will be calculated by multiplying the appropriate rating basis (estimated payroll or revenue) applicable to the Work performed at the Project jobsite, times the rate identified on the Project Contractors' policy rate page. If the policy does not properly identify state information and/or class code, the insurance carrier shall endorse the state and class codes for the policy on an "if any" basis.

The basis for rate shall be established based on the coverage limits ordinarily maintained by the Project Contractors. Policy rate pages issued by the carrier must be submitted with the Insurance Calculation Worksheet – OCIP-S(1). **There will be no exceptions.**

2. "Self-insured" or Self-Retention Programs (SIR)

The Project Contractors with SIRs shall submit the loss pick associated with their "self-insured" or retention program. The loss pick must be provided on the insurance carrier's letterhead.

The primary General Liability/Workers' Compensation rate (Rate) shall be calculated as follows:

$$\text{Rate} = [\text{deductible rate} + (\text{Loss pick rate} \times \text{LCF})]$$

The deduct will be calculated by multiplying the "Rate" times the appropriate rating basis (estimated payroll or revenue) applicable to the Work performed at the Project jobsite.

3. Excess/Umbrella

Excess/Umbrella liability insurance deduct will be calculated on the annual policy rate, if the annual rate is not provided a minimum deduct of 15% of the primary General Liability rate will be applied.

**Throughout the course of the Project, contractors will be responsible for reporting and maintaining certain records as outlined in this Section.**

The Contractor/Subcontractor is required to cooperate with the CDOT and the Project OCIP Administrator in all aspects of OCIP operation and administration. Responsibilities of the Contractor/Subcontractor include the following:

- ❖ Accept the insurance described within this Project Insurance Manual and Exhibit F of the contract and promptly furnish any information required by Owner and its Insurance Representative for enrollment.
- ❖ Comply with OCIP requirements which are set forth herein and in Exhibit F of the contract.
- ❖ This includes reporting onsite payrolls/man-hours by the **tenth of each month**. See "Monthly Payroll Report Form B" found on page 39.
- ❖ Sign a dividend release form authorizing the insurance companies providing the OCIP to pay any dividends, refunds or return directly to Owner. Owner shall be entitled to retain all dividends, refunds, or returns.

## 6.2 Contractor and Subcontractor Pricing Continued

Throughout the course of the Project, contractors will be responsible for reporting and maintaining certain records as outlined in this Section Continued.

- ❖ Immediately report and assist in the investigation of any accident or occurrence involving injury to any person or loss or damage to property, and 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 or defense of any claim or lawsuit. If failure to report a claim, or late reporting of a claim, or failure to use an approved care provider, or failure to comply with any contractual obligations results in an increase in cost to the Owner of a workers' compensation claim, or in a rejection of a workers' compensation claim, then Contractor shall be responsible for the resulting increase in the cost of any medical or indemnity benefits. If a Subcontractor should fail to report a claim, or fail to timely report a claim, or fail to use an approved care provider, or fail to comply with any contractual obligations which results in an increase in the cost of a workers' compensation claim, the OCIP Administrator shall provide written notice to the Contractor of such failure to comply within seven (7) days of discovery of such non-compliance. Contractor may pass increase in cost through, as appropriate, to its Subcontractors.

Failure to comply with any of the above items will be considered noncompliance with the Contract and may result in remedial action, including withholding of payment, and/or removal of Contractor and/or Subcontractor from the Project Site.

## 6.3 Contract Award Notification

Each Contractor is responsible for reporting its Subcontractors of any tier prior to Subcontractors' start of work. The Contractor must complete the Subcontractor Notification form found in Section 7 and send it to the OCIP Administrator and a designee as determined by CDOT.

## 6.4 Contractor Enrollment

Prior to commencement of operations at the Project Site, each Contractor shall complete a Contractor/Subcontractor Application for enrollment into the OCIP and shall furnish and cause each Project Contractors and its Subcontractor to furnish to the Owner or its Insurance Representative estimates for the total construction values, estimated WC Payrolls and their Insurance Calculation Worksheet – OCIP-S(1) in connection with the Work. The Insurance Representative may request, and the Project Contractor will comply with such request for copies of rate pages from their Workers Compensation, General and Excess Liability policies, or other insurance related information deemed necessary to effect and maintain coverage, and/or to assure that Owner has received the appropriate reduction of the total insurance cost excluded from their Contract, including any markup thereon.

For insurance purposes, each Contractor agrees that both it and its Subcontractors shall keep and maintain current, accurate and complete records of their work and shall furnish same to Owner, in accordance with the requirements of the Owner or insurance company or companies, permit inspection of its relevant books and records periodically by the insurance company, or Owner and their Insurance Representatives for the purpose of determining the value of their construction work, including labor, on the Project.

Contractor shall not violate or knowingly permit to be violated any condition of the policies of insurance provided by Owner under the terms of this Contract and shall at all times satisfy the requirements of the insurance companies issuing them.

*Note: Enrollment into the OCIP is **required but not automatic**. Contractors/Subcontractors **MUST** complete the enrollment forms and participate in the enrollment process for OCIP coverages to apply. Access to the Project site may not be permitted until enrollment is complete.*

## 6.5 Safety Responsibilities

Actively support and comply with the applicable contract safety requirements and the site-specific Safety Procedures. Please refer to Exhibit F – General Additional Safety Requirements.

## 6.6 Insurance Costs/Premium Payment

CDOT will arrange for OCIP coverages and pay applicable premiums for the benefit of enrolled contractors. The contractors' obligations are as follows:

- ❖ Exclude all duplicate insurance costs in their bid and contract amounts including change orders.
- ❖ Make deductions for insurance.
- ❖ Execute and provide necessary OCIP documents and agreements (see Enrollment Checklist).

## 6.7 Completion of Work

Upon request of final inspection by CDOT or its representative, the Contractor/Subcontractor shall send a completed Contractors Notice of Completion to the OCIP Administrator.

*Final payment may be withheld until all necessary forms have been submitted to the OCIP Administrator in addition to any other contract requirement.*

## 6.8 Workers' Compensation Payroll Reporting

Each Contractor or Subcontractor enrolled in the OCIP is required to submit to the Project OCIP Administrator monthly the following Project site payroll figures for pay periods within each calendar month.

- ❖ Total payroll (adjusted for overtime) per Workers' Compensation Class Code
- ❖ Contractor must use the payroll reporting form provided – Monthly Payroll Summary, found on page 38
- ❖ Contractor is solely responsible to see that each Subcontractor promptly and accurately submits the required payroll figures
- ❖ When a Contractor or Subcontractor completes work on the Project site, the report submitted for the last month's payroll ***shall be marked FINAL by the Contractor and submitted with a prepared Notice of Completion Form.***

*Note: A separate Monthly Payroll Report Summary is required for each contract on which you are performing at Project site.*

All enrolled Contractors or Subcontractors are required to maintain payroll records for the Project site in accordance with the basic Manual of Rules, Classifications, and Experience Rating Plan for Workers' Compensation and Employers Liability insurance, per their own insurance policy.

Such records shall allocate the payroll by workers' compensation classification(s) and shall **exclude** the excess or premium paid for overtime (i.e., only the straight time rate shall apply to overtime hours worked).

It is important that you properly classify payrolls, as these will be reported to the rating bureau for calculation of future experience modifiers for your firm. Each enrolled Contractor or Subcontractor shall make available its books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the OCIP insurers or Colorado Department of Transportation (CDOT)'s representatives at any reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies, or as required by contract.

*Note: Failure to submit the payroll reports as required may result in the withholding of payments until required documentation is received.*

All premiums due for coverage under the OCIP are paid by the Owner

## 6.9 Claims Reporting

Immediately report and assist in the investigation of any accident or occurrence involving injury to any person or loss or damage to property, and 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 or defense of any claim or lawsuit. Failure to comply will result in Contractor being responsible for payment of any medical or indemnity benefits, or claim costs accrued as a result of late reporting, or failure to report the claim. Refer to Section 9 of this manual.

## 6.10 Off-Site Locations

The Contractor is responsible for applying for approval to have any off-site locations that are not currently a part of the Project site covered under the Workers' Compensation, General Liability, Excess Liability, Contractors Pollution Liability, and Builder's Risk policies. The Contractor shall notify the OCIP Administrator of the need and shall request approval of the site.

The request should include the location, address, and description of the site and the type of use it will be put to and the duration of the work to be performed at the site. The off-site location must be 100% dedicated to the Project.

## 6.11 Close-Out Procedures under the OCIP

- ❖ Each Enrolled Contractor/Subcontractor of every tier must submit the **Contractors Notice of Completion** when it has completed all its work at the Project and no longer has workers on site.
  1. The form is to be submitted by each Contractor to the OCIP Administrator.
  2. A copy of this form should be submitted to the Contractor by the submitting Subcontractor.
- ❖ The OCIP Administrator will verify that all Project payrolls have been submitted including the payroll of any lower tier Subcontractors.
- ❖ The OCIP Administrator will verify that any and all claim deductible obligations under the Contract have been fulfilled.

---

**Section 7**  
**DRAFT**  
**OCIP FORMS**



# Project OCIP FORMS

## FORMS DIRECTORY



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DRAFT

## OCIP Enrollment Checklist

### Forms required for enrollment – due prior to site arrival

- ❖ Contractor Application Enrollment Form – Form A – page 36
- ❖ Insurance Calculation Worksheet – OCIP-S(1) – page 37
- ❖ Assignment and Transfer Form – page 38
- ❖ CDOT Affidavit – page 39
- ❖ Certificate of Insurance (for insurance provided by Contractors) – pages 44-45

### Payroll Repots – due on the tenth day of the month following end of reporting period

- ❖ Workers' Compensation Payroll Report – Form B – page 40-41

### End of Contract Completion Report – due within 15 days of completion of contract

- ❖ Notice of Completion – Form C – page 42

### Subcontractor Award Notice – due within one day of award

- ❖ Subcontractor Award Notification (if applicable) – Form D – page 43

**NOTE: Submission of an application for enrollment does not constitute coverage under the program. You are not covered until Colorado Department of Transportation (CDOT) and the Contractor have been notified by the Project OCIP Administrator you are enrolled.**

#### FAX or E-MAIL Forms to:

Sandy Gibbons, OCIP Administrator  
Lockton Companies  
8110 E. Union Avenue, Ste. 700  
Denver, CO 80237  
Cell: (303) 520-6135  
Fax: (303) 865-6011  
Email: [sgibbons@lockton.com](mailto:sgibbons@lockton.com)

# Colorado Department of Transportation (CDOT) Eisenhower/Johnson Tunnels Fixed Fire Suppression System

## Contractor/Subcontractor Application Form A

Is this a  New Contract/New Enrollment  Additional Contract  Change Order

### I. GENERAL INFORMATION

Company Name: \_\_\_\_\_

Enrollment Contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Email Address (If Applicable): \_\_\_\_\_

Company Address:

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Applicant is (check boxes):  Corporation  Partnership  Individual  WBE  DBE  ESB

Federal Employer's Identification Number: \_\_\_\_\_

NCCI Experience Modification ID Number: \_\_\_\_\_

Normal Anniversary Rating Date: \_\_\_\_\_

### II. CONTACT INFORMATION

Payroll Reporting:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Payroll Auditing:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Safety Contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Claim Reporting:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Insurance Information:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

### III. CONTRACT INFORMATION

Project/Description: \_\_\_\_\_

Contract Value: \_\_\_\_\_

\$ \_\_\_\_\_

You Were Hired by: \_\_\_\_\_

Est. Start Date: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Est. Completion Date: \_\_\_\_\_

Do you expect to subcontract any of your work?

YES\*

NO

**NOTE: If answered yes, a Subcontractor Award Notification must be sent to Lockton within one day of award to Subcontractor.**

### IV. OTHER CONTRACTS

LIST ALL OTHER OPEN CONTRACTS OR PURCHASE ORDERS YOU HAVE AT THIS OCIP Project:

\_\_\_\_\_

Email all enrollment documents to: Sandy Gibbons, OCIP Administrator, [sandy.gibbons@lockton.com](mailto:sandy.gibbons@lockton.com)

# Colorado Department of Transportation (CDOT) Eisenhower/Johnson Tunnels Fixed Fire Suppression System

## Insurance Calculation Worksheet OCIP-S(1)

Your Company Name: \_\_\_\_\_

Your Company was hired by: \_\_\_\_\_

% Self-Performed Work: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

**I. Workers' Compensation and Employers Liability**

Labor Classification	WC Class Code	Estimated Man Hours	Estimated Payroll	WC Rate (Per \$100 of Payroll)	Premium	Policy Deductible

Subtotal: \_\_\_\_\_

**Note: Deductible program credits do not apply** Increased Employer's Liability Factor: x \_\_\_\_\_

**Note: Identify workers' compensation loss rate per \$100 of payroll within the policy deductible** Experience Modification Factor: x \_\_\_\_\_

Other Factors (Identify): x \_\_\_\_\_

Surcharge: \_\_\_\_\_

Total Workers' Compensation Premium (A): \_\_\_\_\_



**II. Primary General Liability**

Labor Classification	GL Class Code	Estimated Payroll or Contract Value	GL Rate	Premium

**Note: Identify General Liability loss rate per \$100/\$1,000 of payroll or receipts within the policy deductible** \_\_\_\_\_

**Total General Liability Premium (B): \$** \_\_\_\_\_

**III. Excess/Umbrella Liability\***

Estimated Payroll or Contract Value	Umbrella Rate	Premium

**Total Umbrella Liability Premium (C): \$** \_\_\_\_\_

\* If Excess/Umbrella Liability premium is flat-charge, develop rate by dividing your excess policy annual premium by estimated annual payroll. Apply this rate to the estimated payroll for this project. If annual rate is not provided a minimum deduct of 15% of the primary General Liability rate will be applied

**IV. Profit Overhead and Contingency** \_\_\_\_\_ % of Premium (D): \$ \_\_\_\_\_

**V. Total Initial Insurance Deduct** \_\_\_\_\_ **Total Lines of Insurance (A+B+C+D): \$** \_\_\_\_\_

\_\_\_\_\_  
Broker/Agency Name

\_\_\_\_\_  
Broker Signature

\_\_\_\_\_  
Date

**\*Policy rate pages must be submitted with this worksheet.  
THERE WILL BE NO EXCEPTIONS.**

# Colorado Department of Transportation (CDOT) Eisenhower/Johnson Tunnels Fixed Fire Suppression System

## Assignment and Transfer Form

The paragraph below applies to any return premium due the Owner because of any payroll audits, dividend calculations, or retro adjustments on the OCIP policies ONLY. This "Assignment of Rights to Return Premium" is in no way related to the Contractor deducts or the Insurance Calculation Worksheet – OCIP-S(1) information. This assignment states that you will not try to claim any return premiums due the Owner as a result of purchasing the insurance policies for the Project.

**Whereas**, and to the extent the Owner has furnished and paid for Contractors' and Subcontractors' insurances, of any tier under this contract; and,

**Whereas**, we, the Contractor, and on behalf of our Subcontractors, of any tier, have accepted the insurances; and,

**Whereas**, we, the Contractor, certify that all of our Subcontractors, of any tier, have or will cause to have executed an identical assignment; and,

**Whereas**, we, the Contractor, and on behalf of our Subcontractors, of any tier, certify that we have not duplicated, and will **NOT DUPLICATE** such owner-furnished insurances; and,

**Therefore**, for good and valuable considerations, we do hereby assign and transfer any and all rights, title, and all interests in any dividends, retrospective adjustments, participation payments, and/or return premiums, which may be payable to us, by any insurance company under policy or policies furnished by the Owner under this contract.

Signature:

Date:

Contractor Company Name:



**COLORADO**

Department of  
Transportation

**Colorado Department of Transportation (CDOT)  
Eisenhower/Johnson Tunnels Fixed Fire Suppression System**

**Affidavit  
Owner Controlled Insurance Program (OCIP)**

I certify that all insurance costs, which have been included and purchased by the Owner in their Owner Controlled Insurance Program (OCIP), including any overhead, have been removed from the proposal price and our cost of construction. I verify the information presented above, and on all attachments, are true and correct.

**DRAFT**

Signature:

Title:

Date:

(Officer of the Company)

Contractor Company Name:

Address:

Phone:

CONTRACT REFERENCE: \_\_\_\_\_

# Colorado Department of Transportation (CDOT) Eisenhower/Johnson Tunnels Fixed Fire Suppression System

## Monthly Payroll Report Form B

Period for Month Ending \_\_\_\_\_

Report Number \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Subcontractor To (Hired by) \_\_\_\_\_

Final Payroll  
 (If yes, provide Notice of Completion)

Do you have leased employees? Y N                      Included in Report Y N

If no payroll reported for this time period please show as: No Work. **Do not skip a month.**

### One report is required for each contract.

WC Code	Description	Number of Employees	Regular Man-Hours	Regular Pay	Overtime Man Hours	*Straight Time Portion of Overtime Pay	Total Man-Hours	Total Payroll
Totals								

\*Include only pay at the straight time rate of any overtime. Do not include the premium rate pay.

Verified by \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature of Controller or Officer)

Printed Name and Title \_\_\_\_\_

Payroll subject to audit by Lockton and/or carrier.

### Report due by the 10th of the following Month

Submit to: Sandy Gibbons, Project OCIP Administrator  
 Lockton Companies  
 Phone: (303) 520-6135  
 Fax #: (303) 865-6011  
 E-mail Address: sgibbons@lockton.com

**Helpful Hint – To track this payroll for exclusion from your primary program, you may consider sending a copy to your agent/broker for audit purposes.**

# Colorado Department of Transportation (CDOT)

## Eisenhower/Johnson Tunnels Fixed Fire Suppression System

This form must be completed each reporting period by Contractor(s) and any tiers of Subcontractor(s) on the job site for each contract awarded, including zero payroll, if applicable, until completion of the work under each contract. The completed form is to be sent to Project OCIP Administrator by the tenth day following the end of the reporting period, or payments to Contractor(s) will be withheld. The Contractor(s) will be responsible for enforcing the submission of this form by its Subcontractor(s). Contractors' and/or Subcontractors' computer-generated payroll report is acceptable if similar information is provided.

### Payroll Reporting Form Instructions

- ❖ **Reporting Period Ending:** Enter the last day of the reporting period for which this report is supplying payroll information.
- ❖ **Name of Contractor:** Enter your firm's name.
- ❖ **Workers' Compensation Class Code:** List your Workers' Compensation class code. This information can be obtained from your Workers' Compensation policy, your insurance agent, or the information you supplied on the Insurance Calculation Worksheet.
- ❖ **Man-hours and Payroll:** List man-hours and payroll for each class code. List straight time **and** overtime. List one cumulative total for all employees who fall under each class code. There is no need to break out figures on a per-employee basis.
- ❖ **Sign and Date Form.**

### Definitions

- Audit** All payroll records related to this OCIP are subject to physical audit by an auditor representing the "Insurer." Audits will be scheduled shortly after the anniversary date of the OCIP Program to verify the prior year's reported payroll. The "Insurer" reserves the right to audit Subcontractors' payroll records at any time, subject to one week's written notice of such audit.
- Certified Payroll** OCIP payroll reports must reflect certified payroll. Signature verification by your Controller or another company officer is adequate to certify your payroll report.
- Class Codes** Subcontractor is responsible for assigning Workers' Compensation codes for each of its employees. You should use the same classifications that would have applied under your current Workers' Compensation policy. Any questions regarding classification should be directed to the Project OCIP Administrator.
- Multiple Contracts** If a Subcontractor has multiple contracts, that Subcontractor shall complete a separate Monthly Payroll Report for each contract.
- OCIP Payroll** Reported payroll shall include the total payroll and hours split out by Workers' Compensation Class Code for all employees working on the jobsite based on the NCCI rules for payroll inclusion.
- Overtime Payroll** Earnings for any overtime work should be reported at the straight-time rate, overtime hours multiplied by straight-time hourly wage. Do not include the premium portion of the wage paid to the employee. Overtime means those hours in excess of 8 hours worked each day, 40 hours in any week, or work on Saturdays, Sundays, or holidays, but only when there is an increase in the hourly rate to work such hours.

SAMPLE CALCULATION				
	Hours	Wage Rate	Payroll	OCIP Payroll
Straight Time	40.00	\$10/hr	\$ 400	\$ 400
Overtime	20.00	\$15/hr.	\$ 300	\$ 200
<b>TOTAL</b>	<b>60.00</b>		<b>\$ 700</b>	<b>\$ 600</b>

**Records Retention** Payroll records (related to jobsite work) for employees covered by the OCIP should be maintained separately from all other Contractor payroll records. These records shall be retained for three years following completion of your work under each subcontract.

**Report Due Date** Regardless of your accounting period, payroll reports (OCIP Payroll Report or equivalent) are due by the tenth day following the end of the reporting period. These reports should be faxed to:

**Sandy Gibbons, Project OCIP Administrator**

Phone: (303) 520-6135 Fax: (303) 865-6011 E-Mail: sgibbons@lockton.com

**Failure to provide reports by the due date may cause your payments to be delayed.**

Please Note: **All Contractors must report man-hours and payroll. This includes time and materials and lump sum Contractors.**

**Colorado Department of Transportation (CDOT)  
Eisenhower/Johnson Tunnels Fixed Fire Suppression System**

**Notice of Completion  
Form C**

**I. COMPLETED WORK**

Company Name: \_\_\_\_\_

Your Company Was Hired By: \_\_\_\_\_

**II. SUBCONTRACTORS**

List all Subcontractors who will also complete work on the date shown below:

\_\_\_\_\_  
\_\_\_\_\_

**III. CONTRACT INFORMATION**

Final GROSS Contract Value: \$ \_\_\_\_\_

Completed date: \_\_\_\_\_ This is our ONLY contract at this jobsite:  YES\*  NO

\* If you are still working on other contracts at this OCIP jobsite, complete the information below:

Company that hired you for this contract: \_\_\_\_\_

Project/Phase Name: \_\_\_\_\_

Final Audit

**Lockton Companies or a designated "insurer" representative will contact your audit personnel identified in your Contractor Application to arrange for a final payroll audit.**

Record Retention

**All payroll records related to the OCIP must be retained for a period not less than three years from completion.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Controller or Company Officer

**THIS FORM MUST BE FAXED OR EMAILED TO:**

Sandy Gibbons, Project OCIP Administrator  
8110 E. Union Avenue, Ste., 700  
Denver, CO 80237  
Phone: (303) 520-6135  
Fax: (303) 865-6011  
E-mail: [sgibbons@lockton.com](mailto:sgibbons@lockton.com)

**Tiered Contractors: Obtain written approval from the tier(s) above you.**

Name \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

**Colorado Department of Transportation (CDOT)  
Eisenhower/Johnson Tunnels Fixed Fire Suppression System**

**Subcontractor Notification  
Form D**

**I. YOUR COMPANY INFORMATION**

Company Name: \_\_\_\_\_

Enrollment Contact:      Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address (If Applicable): \_\_\_\_\_

Company Address:      Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**II. INFORMATION ABOUT THE COMPANY YOU HIRED**

Company Name: \_\_\_\_\_

Enrollment Contact:      Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address (If Applicable): \_\_\_\_\_

Company Address:      Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**III. CONTRACT INFORMATION**

Project/Phase Name: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

**\*\*NOTE:**

***THIS FORM MUST BE FILLED OUT IN FULL AND SENT TO PROJECT OCIP ADMINISTRATOR NO LATER THAN ONE BUSINESS DAY AFTER YOUR COMPANY HIRES A SUBCONTRACTOR TO WORK AT THE OCIP PROJECT.***

Signature

Date

\_\_\_\_\_  
Controller or Company Officer

**THIS FORM MUST BE FAXED OR EMAILED TO:**

**Sandy Gibbons, Project OCIP Administrator  
8110 E. Union Avenue, Ste. 700  
Denver, CO 80237  
Fax: (303) 865-6011  
Email: [sgibbons@lockton.com](mailto:sgibbons@lockton.com)**



# Colorado Department of Transportation (CDOT) Eisenhower/Johnson Tunnels Fixed Fire Suppression System

## Attachment to the Colorado Department of Transportation (CDOT) Insurance Certificate

With respect to all liability policies required, Owner and Contractor, its Subcontractors, Owner's separate Contractors and their Subcontractors, and their elected and appointed directors, officials, officers, employees, and all other interests as may be reasonably required by Owner and Contractor for the Project shall be named as Additional Insured. The coverage afforded the Additional Insured under these policies shall be primary insurance to the extent the claim arises, in whole or in part, from the negligence of Contractor or its Subcontractors. In such cases, if the Additional Insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess and non-contributory basis.

- ❖ The Additional Insured Endorsement, shall be equivalent to ISO form CG2010 (07/04) and CG2037 (07/04) editions. It shall state that the coverage provided to the Additional Insured is primary and non-contributory with respect to any other insurance available to the Additional Insured.
- ❖ Additional Insured status and Waiver of Subrogation in favor of the Owner, Contractor, its Subcontractors, Owner's separate Contractors and their Subcontractors, officials, officers, employees, and all other interests as may be reasonably required by Colorado Department of Transportation (CDOT) is granted for Automobile Liability.
- ❖ GL, WC, Equipment, and Automobile Physical Damage include clauses providing that each underwriter shall waive all their respective rights of recovery, under subrogation or otherwise, against Owner, Contractor, other Project Contractors and Subcontractors, or their Consultants.

---

## Section 8

# PROJECT MANUAL DEFINITIONS



## Project Manual Definitions

<b>Architect:</b>	The Architect(s) and the Architects' Consultants on the Project.
<b>Contract:</b>	The written agreement between CDOT and Contractor and their Subcontractors to perform Work on the Project. Depending on the context: (i) the Design/Build Contract, or (ii) collectively, the Contract Documents, which establish the rights and obligations of CDOT and Contractor.
<b>Contractor:</b>	Any person or entity awarded a Contract with CDOT to provide construction services for the Project.
<b>Enrolled Contractor or Subcontractor:</b>	The Contractor and any other Subcontractors enrolled in the OCIP as outlined in the Project insurance Manual published by the CDOT Project OCIP Administrator.
<b>Insurance Representative and Project OCIP Administrator:</b>	The entity or individual designated CDOT to represent its interest in the OCIP through the coordination of enrollment, claims, and other OCIP activities, as well as monitoring for compliance to OCIP policies, procedures, and guidelines.
<b>Owner:</b>	Colorado Department of Transportation (CDOT), a body corporate and political subdivision of the State of Colorado.
<b>Owner Controlled Insurance Program (OCIP):</b>	An insurance delivery method that includes enrolled Contractors and Subcontractors on the Project in an Owner's sponsored insurance program including Workers' Compensation, Commercial General and Excess Liability insurance, Contractors Pollution Liability, and Builder's Risk, and such other coverage as the Owner may in writing specifically include in the OCIP.
<b>Project:</b>	The construction of the Eisenhower/Johnson Tunnels Fixed Fire Suppression System.
<b>Project Site:</b>	The physical location of Work to be performed on the Project as described in the Contract, as well as areas adjacent to the Work necessary for performance of the Work, as included in the OCIP.  <b>This insurance shall not apply to the operations of any Contractor or Subcontractor(s) of any tier at its offices, factory, warehouse, or yards. The OCIP insurance coverages apply only to Work performed at the OCIP Site.</b>  <b>NOTE: No coverage for off-site fabrication</b>
<b>Subcontractor:</b>	Any Person with whom the Contractor has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier, performing Work at the Project Site.
<b>Work:</b>	All activities required to be performed by the Contractor, Project Contractor, and their Subcontractors to fulfill their obligations under the Contract.

---

**Section 9**

**DRAFT**

**INCIDENT AND CLAIM REPORTING  
PROCEDURES**



**LOCKTON<sup>®</sup>**

## Colorado Department of Transportation (CDOT) Eisenhower/Johnson Tunnels Fixed Fire Suppression System

### Claims Reporting Procedures Workers' Compensation

All Contractors' jobsite personnel must report work related injuries or illnesses:

- Provide first aid to the injured employee.
- Call 911 if emergency care is needed.
- Seek care at approved medical facilities:

Approved Medical Facilities

To Be Determined

Approved Medical Facilities

To Be Determined

EMERGENCY CARE

To Be Determined

To Be Determined

To Be Determined

To Be Determined

DRAFT

- Report all injuries immediately to Contractor.**
  - ❖ The Contractor shall provide timely verbal notification and a written report to Contractor. The verbal notification shall be immediate, and under no circumstance shall it exceed one (1) hour from time of occurrence.
  - ❖ A preliminary written accident report shall be furnished to the Contractor and the OCIP Administrator within twenty-four (24) hours of the occurrence; final is due within ten (10) working days.
- Call in the claim to: Sandy Gibbons, Project OCIP Administrator, (303) 520-6135 (cell phone).**

The following is a list of **SOME** of the information Sandy will need:

**WORKERS' COMPENSATION**

- ❖ Employee name, address, and phone number
  - ❖ Employee social security number
  - ❖ Employer name, address, and phone number
  - ❖ Wage information
  - ❖ Has the employee returned to work?
  - ❖ Complete description of the accident and injury
  - ❖ Date, time, and place of accident
  - ❖ Medical status and physician/hospital name
- Notify the Project OCIP Administrator, Sandy Gibbons, of all lost-time accidents within one working shift.**
  - Failure to comply will result in Contractor responsibility for payment of claim, and any claims cost accrued as a result of late reporting.**

## Colorado Department of Transportation (CDOT) Eisenhower/Johnson Tunnels Fixed Fire Suppression System

### Claims Reporting Procedures

#### Liability Incidents

Report any loss other than employee injuries:

- Take care of any injured parties.
- Call 911 if emergency assistance is needed.
- Report all events to the [Contractor] Safety Representative, at \_\_\_\_\_.** If is unavailable, contact Mark Semonisck at (303) 588-6950.
- In the event of an after-hours emergency, call Sandy Gibbons, Project OCIP Administrator, at (303) 520-6135.
- Complete OCIP Claim Form (see next page). Fax or email to Sandy Gibbons, Project OCIP Administrator, fax: (303) 865-6011, or email [sgibbons@lockton.com](mailto:sgibbons@lockton.com) within one working shift.
- DO NOT DISCUSS** accidents with anyone other than your employer, the police, or the OCIP insurance adjuster.
- DO NOT ADMIT FAULT** under any circumstances.
- IMMEDIATELY FORWARD** any medical, legal, and other documents related to the incident to the Project OCIP Administrator.



**Colorado Department of Transportation (CDOT)  
Eisenhower/Johnson Tunnels Fixed Fire Suppression System**

**OCIP Liability Claim Form**

Fax to (303) 865-6011  
Email: [sgibbons@lockton.com](mailto:sgibbons@lockton.com)  
Attention: Sandy Gibbons, OCIP Administrator

Today's Date:		Contractor/ Subcontractor:	
Contact/Name:		Phone #:	

**ACCIDENT INFORMATION:**

Date and time of loss or accident: \_\_\_\_\_

Specific location of accident (mile marker, exit, direction, etc.): \_\_\_\_\_

Describe the accident: \_\_\_\_\_

Vehicle description: \_\_\_\_\_

Describe injury or property damaged: \_\_\_\_\_

Name, address and phone number: \_\_\_\_\_



# Colorado Department of Transportation (CDOT) Eisenhower/Johnson Tunnels Fixed Fire Suppression System

## Utility Damage Report

Date of Accident: \_\_\_\_\_ Time: \_\_\_\_\_ AM  PM   Telephone  Storm Water  
Job Name/No.: \_\_\_\_\_  Water  Sanitary Sewer  
Owner of Utility: \_\_\_\_\_  Power  Traffic Signal  
Location : \_\_\_\_\_  Gas  Cable TV  
Supervisors: \_\_\_\_\_  Other: \_\_\_\_\_

Personnel Involved: \_\_\_\_\_

Utility Owner Notified: \_\_\_\_\_  YES  NO  
Name of Utility Rep: \_\_\_\_\_ Time: \_\_\_\_\_ AM  PM

Phone Number: \_\_\_\_\_

Was Utility Line Marked? \_\_\_\_\_  YES  NO

If "YES" (line was marked)

a. Utility line marked by: \_\_\_\_\_  Owner  Other \_\_\_\_\_  
b. Were markings accurate? \_\_\_\_\_  Yes  No  
c. Markings checked by: \_\_\_\_\_  Owner  Contractor  Other

If "NO" (line not marked)

a. Were locates requested? \_\_\_\_\_  Yes  No  
b. Date of request: \_\_\_\_\_  
c. Was request in writing? \_\_\_\_\_  Yes  No  
d. Locate ticket number: \_\_\_\_\_

Date when information received on the location of utilities: \_\_\_\_\_

Describe other evidence in the area, if any, of the existence of utility:  
\_\_\_\_\_

Describe how accident occurred:  
\_\_\_\_\_

Describe damage/service outage:  
\_\_\_\_\_

Form completed by: \_\_\_\_\_ Date: \_\_\_\_\_

When form is completed, please email to the Construction Manager. Email a copy of the form, along with any photos and supporting documents to the Project Safety Manager and OCIP Administrator.



# Colorado Department of Transportation (CDOT) Eisenhower/Johnson Tunnels Fixed Fire Suppression System

## Employee Injury Report

### Workers' Compensation

This written report is required to be submitted within 24 hours of the occurrence.  
Complete questions below and email to Project Safety Manager

District: \_\_\_\_\_ Project: \_\_\_\_\_ Phase: \_\_\_\_\_

Project Address and Phone No. : \_\_\_\_\_

Name of Injured Employee: \_\_\_\_\_ Sex: \_\_\_\_\_

Employee Social Security No.: \_\_\_\_\_

Employee Home Address and Phone No.: \_\_\_\_\_

Employer Name: \_\_\_\_\_

Time on Present Job: \_\_\_\_\_ Hire Date with Company: \_\_\_\_\_

Title/Occupation: \_\_\_\_\_

Date of Accident: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM: \_\_\_\_\_

Date of Birth (or age): \_\_\_\_\_

Gender (male or female): \_\_\_\_\_

Marital status and spouse's name, if married: \_\_\_\_\_

Date and time reported to employer: \_\_\_\_\_

Reported to: \_\_\_\_\_

Employee's supervisor: \_\_\_\_\_

Shift begin and end times: \_\_\_\_\_

Full description of accident or illness (include what employee was doing, work process, cause, injury, and body part)

\_\_\_\_\_

Is the accident questionable to the employer? \_\_\_\_\_

Regular occupation and department: \_\_\_\_\_

Occupation and department at time of injury: \_\_\_\_\_

Was employee injured while on the job? \_\_\_\_\_

What language does the employee speak? \_\_\_\_\_

No. of dependents; how many are less than 18 years of age? \_\_\_\_\_

Is employee a partner, owner, or officer of the company? \_\_\_\_\_

State in which employee was hired: \_\_\_\_\_

Does employee receive any ADA accommodations? \_\_\_\_\_

Employee status (job end date if temporary or seasonal): \_\_\_\_\_

Does employee have group health? If yes, name of provider? \_\_\_\_\_

No. of hours worked per day; no. of days worked per week: \_\_\_\_\_

Wage information (hourly, daily, weekly or monthly): \_\_\_\_\_

Additional bonus, tips, room/board, and amount, if applicable: \_\_\_\_\_

**OCIP PROJECT INSURANCE MANUAL**  
**SECTION 9 – INCIDENT AND CLAIM REPORTING PROCEDURES**



**Employee Injury Report**  
**Page 2**

Gross paycheck for 30 days prior to incident (attach payroll record): \_\_\_\_\_

OT hours worked per week and OT wage per hour: \_\_\_\_\_

No. of days employee is expected to miss, if applicable: \_\_\_\_\_

Last date worked and time employee left work: \_\_\_\_\_

First day employee did not return to work: \_\_\_\_\_

Was the employee's salary continued? \_\_\_\_\_

Has employee returned to work? If yes, what date? If no, is there an expected return-to-work date? \_\_\_\_\_

Does employee have a previous claim? If yes, status (open/closed), body part affected, and date of loss. \_\_\_\_\_

**ACCIDENT INVESTIGATION INFORMATION**

Was any safety equipment provided? If yes, was it used? \_\_\_\_\_

Was an unsafe act being performed? If yes, describe. \_\_\_\_\_

Is there an active safety committee? \_\_\_\_\_

Was a machine part involved? If yes, describe. \_\_\_\_\_

Was the machine part defective? If yes, in what way? \_\_\_\_\_

Was a third party responsible for the accident? If yes, name, address, and phone number: \_\_\_\_\_

Was the accident witnessed? If yes, name, address, and phone number: \_\_\_\_\_

Name of person to contact regarding additional loss information (include address and phone): \_\_\_\_\_

**PROVIDER INFORMATION**

Was first aid given on site? If yes, what medical treatment? \_\_\_\_\_

Clinic/Doctor - name of clinic, doctor, specialty (e.g. family practice, chiropractor, etc.), address, city, state, ZIP, and phone: \_\_\_\_\_

Hospital - name, address, city state, ZIP, and phone \_\_\_\_\_

Was employee hospitalized? If yes, on what date? \_\_\_\_\_

Was employee treated as an outpatient? Did employee receive emergency treatment or ambulance service? \_\_\_\_\_

Date Report Prepared: \_\_\_\_\_

Report Prepared by: \_\_\_\_\_

## Colorado Department of Transportation (CDOT) Eisenhower/Johnson Tunnels Fixed Fire Suppression System

### Transitional Duty Job Offer

Employee Name: \_\_\_\_\_

Employee Address: \_\_\_\_\_

We have been notified that your doctor has released you to return to work for transitional duty. Your employer is offering you a position that will meet the restrictions given by your physician. This is a Transitional Duty position. Your employer will make every attempt to continue to meet your restrictions. However, workload or a change in restrictions could impact the availability of this job.

The following outlines the position:

Employer: \_\_\_\_\_

Date of injury: \_\_\_\_\_

Date released to return to work: \_\_\_\_\_

Transitional duty position (job description attached): \_\_\_\_\_

Hours you will work: \_\_\_\_\_

Transitional duty wages: \_\_\_\_\_

Restriction (see attached form): \_\_\_\_\_

Supervisor: \_\_\_\_\_

**You are to report to:** \_\_\_\_\_ **on** \_\_\_\_\_ **at** \_\_\_\_\_  
(supervisor) (date) (time)

Please **DO NOT** exceed your physician's prescribed restrictions. If you have any questions, do not hesitate to call me at \_\_\_\_\_.

**Colorado Department of Transportation (CDOT)  
Eisenhower/Johnson Tunnels Fixed Fire Suppression System**

**Insurance Loss Reporting  
Owner Controlled Insurance Project (OCIP)**

**Report all losses to:**

**Sandy Gibbons, OCIP Administrator, Lockton**  
303-520-6135 Cell  
303-865-6011 Direct fax  
[sgibbons@lockton.com](mailto:sgibbons@lockton.com)

**Claims will be monitored by:**

**Kristin Kronick, Claims Consultant, Lockton**  
303-414-6057 Office  
303-865-6057 Direct fax  
[kristin.kronick@lockton.com](mailto:kristin.kronick@lockton.com)

**Safety/Loss Control:**

**Mark Semonisck, AVP, Senior Loss Control Consultant, Lockton**  
303-414-6182 Office  
303-588-6950 Cell  
303-865-6182 Direct fax  
[mark.semonisck@lockton.com](mailto:mark.semonisck@lockton.com)

**Lockton Companies**  
**8110 E. Union Ave., Suite 700**  
**Denver, Colorado 80237**  
**OUT PERFORM | OUT DELIVER | OUT IN FRONT**

**Colorado Department of Transportation (CDOT)  
Eisenhower/Johnson Tunnels Fixed Fire Suppression System**

**REPORT ALL INCIDENTS THAT MAY GIVE RISE TO A CLAIM:**

**EXAMPLES OF CLAIMS**

**Builder's Risk Coverage**

Losses occurring on the project site affecting work that is either completed or under construction

- ❖ Accidental or intentional fire damaging work or materials
- ❖ Theft of materials to be installed on the project site (for example, theft of copper wiring)
- ❖ Water damage to work from plumbing
- ❖ Wind damage to work
- ❖ Offloading of materials that give way and damage other existing work or materials

**General Liability Coverage**

Incidents for which the project could be found legally liable

- ❖ Guests to site that slip and fall and sustain injury
- ❖ Utility strike to marked lines
- ❖ High pressure testing that causes explosion that damages non-owned vehicles

**Contractors Pollution Coverage**

Bodily Injury or Property Damage by a pollution event

- ❖ Fill dirt brought onto site containing asbestos
- ❖ Water draw down operations that pull contaminants onto the project site