CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) SERVICES FOR
NATIONAL WESTERN CENTER LIVESTOCK CENTER
Ebid # 6583945
Addendum #1
January 28, 2020

I. ADDED DOCUMENTS

Attachment A: Pre-Submittal Slide Presentation
Attachment B: CCD ROCIP Insurance Manual for Tier 1 - National Western Center

II. QUESTIONS AND ANSWERS

Q1.) Please clarify the Pre-Qualification requirements for this project.
   A1.) Each proposer must be prequalified in category 2A – General Building at the $50,000,000.00 monetary level, plus Special Project Permission in accordance with the City’s Rules and Regulations Governing Prequalification of Contractors. In addition, due to the specialized nature of this project, each bidder must also submit a Project Specific Permission Application. Applications must be submitted by email to pw.prequal@denvergov.org a minimum of ten (10) calendar days prior to the submittal due date.

Q2.) Is it possible to get the slide presentation from the Pre-Submittal Meeting?
   A2.) Yes, see Attachment A.

Q3.) Special Condition 28E.d states that cover provided by contractor or sub CGL is to be primary and non-contributory with cover provided by the City. The only instance where a Contractor’s policies would be primary would be in an offsite situation or for excluded parties. Can the City please clarify that the ROCIP will be primary and non-contributory for all enrolled parties?
   A3.) Yes, the ROCIP will be primary and non-contributory for all enrolled parties.

Q4.) Can the City please provide the ROCIP policies applicable to this Project so Bidders can make the acknowledgement required by 3.8.C of Exhibit T?
   A4.) Attached as Attachment B is the insurance manual (draft, it will be customized to each enrolled party).

Q5.) Are you able to provide any information with respect to the current status of the Legacy Building?
   A5.) The Western Stock Show Association (WSSA) has started Schematic Design and is working to pace both design and construction with the Livestock Center.

END OF ADDENDUM NO. 1
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Procurement Integrity

Ethan Frey

Procurement Integrity

- All questions and concerns related to the procurement must be directed to Contract Administration:
  - David Relaford
  - ow.procurement@denvergov.org

- Do not contact any consultants, contractors, or other individuals working on the National Western Center program to gather information regarding this project.
  - Populous – Livestock Center selected designer
PROCUREMENT SCHEDULE

Ethan Frey

PROCUREMENT SCHEDULE

- January 8, 2020:
- January 21, 2020:
- January 28, 2020:
- February 13, 2020:
- February 2020:
- March 2020:
- March 2020:
- March 2020:
- April 2020:

Advertise and Issue RFO:
www.work4denver.com
www.QuestCDN.com

Pre-Submittal Meeting, 9:00 a.m.
Deadline to Submit Questions, 10:00 a.m.
RFQ Responses Due, 10:00 a.m.
Notify Shortlist, Issue RFP, Schedule Interviews
RFP Responses Due, 10:00 a.m.
Interviews (Times and Location TBD)
Tentative Notice of Selection
Tentative Pre-con Notice to Proceed
PROJECT DETAILS

Cindy Ackerman, Noah McKechnie, Devron McMillin, Jennifer Clark

- **Division of Small Business Opportunity (DSBO):** Cindy Ackerman
  - The goal for this project is 19% MWBE.

- **Auditor’s Office:** Noah McKechnie
  - Prevailing Wage Rates

- **Treasury:**
  - Taxes

- **Risk Management:** Devron McMillin
  - Insurance coverage requirements for this project Attachment One, Exhibit B (Special Contract Conditions: SC-28) pages 44 thru 46
  - Full Time On-Site Safety Representation
PROJECT DETAILS

- **Pre-qualification:** Jennifer Clark

- **Prequalification Requirements:** Each proposer must be pre-qualified in the Work Category of 2A-General Building with a Financial Level of $25,000,000.
- In addition, due to the specialized nature of this project, each bidder must also submit a **Project Specific Permission Application**.
  - If not already prequalified, the prime contractor must have submitted a prequalification application a minimum of ten (10) calendar days prior to the submittal due date.
  - Prequalification applications must be submitted by email to: [pw.prequal@denvergov.org](mailto:pw.prequal@denvergov.org)
  - To view the Rules and Regulations and to obtain a prequalification application, please visit our website at [www.denvergov.org/prequalification](http://www.denvergov.org/prequalification) or call 720-865-2539 for prequalification information.

RFQ ADMINISTRATION

David Relaford
**RFQ ADMINISTRATION**

- David Relaford is the administrator of the RFQ process for this solicitation and can be reached at: pw.procurement@denvergov.org.
- Firms must register with QuestCDN to receive communications regarding process and award.
- All questions must be submitted to the administrator in writing by **January 28, 2020 at 10:00 a.m.**
- Answers to questions not covered by the RFQ will be addressed via subsequent addenda.
- The responses to the RFQ are due to David Relaford no later than **February 13, 2020 at 10:00 a.m.**
- Insurance and Indemnity requirements are listed in the Sample Agreement. These requirements are non-negotiable.
- Executive Order 101 – Diversity and Inclusiveness form must be completed online and returned in the specified tab.
- Ensure the email address you input in the Diversity and Inclusiveness survey is the City Administrator at pw.procurement@denvergov.org.
- Attendance sheet from this meeting will be distributed to everyone registered with QuestCDN and posted to www.work4denver.com.

**PROJECT SCOPE SUMMARY**

Ethan Frey / Jeff Mack
### Site Plan
**Phases 1 & 2**

1. RTD Transit Station
2. Brighton Blvd. 47th to Race Ct.
3. South Platte Riverfront
4. New National Western Drive
5. Stock Yard / Event Center
6. Multi-Use Space

6. Campus-Related TOD
7. New Bridges Near 48th and 51st Avenues

8. **Livestock Center**
9. Equestrian Center
10. CSU Animal Health Building
11. CSU Water Resource Center
12. Maintenance & Operations Facility
13. DRIR Rail Corridor
14. WSSA Legacy Building
15. Pedestrian Bridge
16. Underground Parking

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### LIVESTOCK CENTER

- **Overview** - Approximately 387,800 SF with 3 building components; LEED Gold Certification
  - **Livestock Stadium Arena** – 146,300 SF, 3,000-seat (expandable to 5,000 seats) and 10 suites, multi-use arena to house livestock events, sporting and entertainment functions throughout the year; 360-degree bowl configuration; 2 levels (service/event floor and concourse); Connected to WSSA Legacy Building
  - **Livestock Hall Auction Arena** – 10,000 SF, 700-seat bowl auction arena; 2 levels located adjacent to Livestock Stadium Arena and Livestock Hall
  - **Livestock Hall** – 231,500 SF for 1,800 head of cattle and Junior Barn; multiple service/load-in / load-out access on all sides; connected to Livestock Stadium Arena
LIVESTOCK CENTER

IMAGINE, DISCOVER, CULTIVATE.

CM/GC SERVICES

Jeff Mack
NATIONAL WESTERN CENTER CAPITAL BUILD PROGRAM

MISSION
Safely deliver the initial facilities and public spaces on time and on budget to create the NWC—while preserving visitor experience, respecting site legacy, and enhancing the community asset.

VISION
Work collaboratively for the best capital build program to enable the NWC vision to become a reality.

GENERAL SCOPE of PRECONSTRUCTION SERVICES

SCOPE OF SERVICES
- Design Collaboration
- Project Schedule
- Cost Estimating and Value Engineering
- Constructability Analysis
- Collaboration with WSSA Legacy Team
- Bid Packaging
- Project Phasing Plan
- Prepare and Submit a GMP
### GENERAL SCOPE of CONSTRUCTION SERVICES

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<th>SCOPE OF SERVICES</th>
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<td>Construction Management, Admin, and Control</td>
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<td>Public Information and Outreach</td>
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<tr>
<td>Workforce Program Coordination</td>
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<tr>
<td>Quality and Safety Management</td>
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<td>Schedule Management</td>
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<td>General Conditions</td>
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<td>Field Supervision</td>
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<td>Permit and Environmental Management</td>
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<tr>
<td>Coordination with WSSA Legacy Contractor</td>
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<tr>
<td>Coordination with Concurrent Projects and Events</td>
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<tr>
<td>Project Site Maintenance</td>
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### TRADE CONTRACTS

- Competitive Bidding
- Self-performed Work

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<td>Civil Sitework</td>
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<td>Building Structures</td>
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<td>Building Envelope</td>
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<tr>
<td>Mechanical / Plumbing / Fire Protection</td>
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<tr>
<td>Electrical, including Telecom, AV, Low Voltage</td>
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<tr>
<td>Equipment (elevators, escalator, stall system)</td>
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<tr>
<td>Main Campus Plaza Completion</td>
</tr>
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LIVESTOCK CENTER

- Construction Management / General Construction Services
- Construction Budget: $65 - $70 Million
- Anticipated Preconstruction Services Start: April 2020
- Anticipated Building Construction Start: March 2021
- Anticipated Completion: May 2023

RFQ ATTACHMENT 2

ATTACHMENT 2
PRELIMINARY FACILITY SPACE PROGRAMMING
LIVESTOCK CENTER

Introduction - Background:
This Attachment 2, Preliminary Facility Space Programming outlines basic programming needs for the Livestock Center. It is for conceptual purposes only. Discrepancies between the documents contained herein are to be expected as the draft nature of the information has limited - and will continue to evolve - during the early part of the design phase with the selected designer.

Space requirements and programming criteria are related to provide a sense of the spaces required but are expected to be further refined during programming confirmation and schematic design by the selected designer.

The scope of work for which the Livestock Center Designer will provide professional architectural and engineering services for the following program areas includes, but are not limited to the following:

1. Livestock Center
   - The livestock center is an approximate 360,000 sf facility that includes pasture, outdoor, arena, and livestock shows and auction areas. The design includes equestrian areas, livestock areas, facilities, and support areas within the boundaries of the site plan. The Livestock Center will be built to USDA and other City code requirements.
   - Equestrian Area
     - The new Livestock Stadium consists of a 7,000-seat arena (minimum to 4,000 to 5,000 seats with three seating options: temporary, temporary permanent seating, plus an indoor arena with an indoor capacity of 14,000 to accommodate equestrian facilities that will host Livestock shows, family shows, destinations, livestock, 4-H, 4-H, and special events and events year-round. This space will also house the capacity to support equestrian events.

IMAGINE. DISCOVER. CULTIVATE.
THANK YOU!

QUESTIONS?

www.nationalwestern.com
CCD ROCIP Insurance Manual for Tier 1 – National Western Center

Project No.:  [Enter Project Number]

The above Project No. is important when enrolling you must have this code to enroll

Project:  [Enter Project Name]

Lead Contractor:  [Manager]

CITY AND COUNTY OF DENVER
201 W. Colfax Dept. 1010
Denver, CO 80202
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- Employee Injury Reporting Form
- General Liability Loss Report
- Builders Risk Loss Report
Welcome to the CITY AND COUNTY OF DENVER ROCIP PROGRAM (CCD ROCIP) for Tier 1, National Western Center Project

A ROCIP is a program that insures the Project Owner, all Enrolled Contractors, Enrolled Subcontractors of every tier and other designated parties for Work performed for various Projects at the City and County of Denver’s National Western Center site. Certain contractors and subcontractors are ineligible for this program. These parties are identified in the definitions section of this manual and in Section 4.

Coverage under the ROCIP Program includes Workers’ Compensation, Employers Liability, General Liability, Excess Liability, Builders Risk and Contractors Pollution Liability.

Since the CITY AND COUNTY OF DENVER will pay insurance premiums for the ROCIP coverages described in this manual, you should notify your insurer(s) to delete from your insurance program charges for the on site activities of this Project that are covered under the ROCIP. Each bidder of every tier is required to exclude from its’ bid price, its normal cost for the insurance coverages to be provided by the City and County of Denver under the ROCIP Program. All subsequent change orders will also exclude these costs. Excluded insurance costs are subject to verification and documentation by the ROCIP Administrator.

Note: PARTICIPATION IS MANDATORY-NOT OPTIONAL

Insurance coverage and limits provided under the ROCIP are specific to CCD ROCIP Projects. Your insurance representative should review this information and assist with you in determining your insurance costs based on your insurance requirements. Any additional coverage you may wish to purchase will be at your option and expense. If you elect to do so, we have the right to review it.
About This Manual
This manual was prepared by Arthur J. Gallagher Risk Management Services, Inc., which is the insurance broker and CCD ROCIP administrator. The manual is designed to identify, define and assign responsibilities for the administration of the ROCIP for the CITY AND COUNTY OF DENVER.

What This Manual Does
This Manual:
- Generally describes the CCD ROCIP
- Identifies responsibilities of the various parties involved in the Projects
- Provides a basic description of the CCD ROCIP operation
- Describes some audit and administrative procedures
- Provides answers to basic questions about the CCD ROCIP
- Will be updated throughout the course of the Projects as necessary

What this Manual Does Not Do
This Manual does not:
- Provide coverage interpretations
- Provide complete information about CCD ROCIP coverages
- Provide answers to specific claims questions

Specific questions about the CCD ROCIP, its administration or the coverage's provided, should be directed in writing to the appropriate party identified in the Project Directory section immediately following this introduction.

Disclaimer
The information in this manual is intended to outline the CCD ROCIP Program. If any conflict exists between this manual and the CCD ROCIP insurance policies or Contracts between the Owner and Contractor, the policies or Contracts will govern.

Key Information
This manual includes several important sections that provide quick reference information for contractors and subcontractors. Among these are:
- Project Directory: A listing of key contact people who can provide further information
- Definitions: A list of words used in the manual and their meanings under the ROCIP
- Enrollment Instructions and Other Claim Reporting Forms: Instructions for enrolling into the CCD ROCIP via Gallagher's on-line system, and claims reporting workers’ compensation claims to the carrier and Gallagher are provided.
CCD ROCIP Project Directory

The following list includes key risk management and insurance personnel involved in the Projects.

**CCD ROCIP ADMINISTRATION - GALLAGHER**

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<td>Safety/Loss Control ……………………..</td>
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<td>Safety/Loss Control ……………………..</td>
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<tr>
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**CCD ROCIP MANAGEMENT - GALLAGHER**

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<tr>
<td>CCD ROCIP Program Manager ………………</td>
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**CCD ROCIP MANAGEMENT - CITY AND COUNTY OF DENVER**

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<td>Owner Representative / CCD Risk Manager</td>
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<tr>
<td>Overall Safety Manager</td>
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Definitions

The following is a summary of definitions applicable to the CCD ROCIP used in this manual.

Approved Additional Sites: Projects as identified in the CCD ROCIP contract documents and on file with the insurance company.

Additional insured: Any other party so named in the insurance policies

Broker: Arthur J. Gallagher Risk Management Services, Inc. herein referred to as “Broker” or “Gallagher”.

Certificate of Insurance: A document providing evidence of the existence of coverage for a particular insurance policy or policies.

Change Order: An amendment to the existing, original or most recent scope of work, either increasing or decreasing the breadth of task orders, or their numbers, which may result in greater or reduced charges.

Contract: A written agreement between the CITY AND COUNTY OF DENVER and the Lead Contractor describing the Work, Contract Terms and Conditions, or a portion thereof. Also includes a written agreement between a Contractor and any tier of Subcontractor.

Contractor: The person, firm, joint venture, corporation, other party or entity that has entered into a Contract with THE CITY AND COUNTY OF DENVER to perform Work at the Project Site(s).

Contractor Safety Supervisor: The Safety Coordinator for each major contractor on site is responsible for the safety of that contractor, its subcontractors and their employees. This representative is also the liaison with Gallagher and CCD assigned Project Managers.

Completed Operations Coverage: Completed Operations Coverage is extended for a period of eight (8) years commencing at the earliest of either: 1) completion and/or acceptance of the work by the CITY AND COUNTY OF DENVER, 2) that portion of the Project is put to its intended use by the CITY AND COUNTY OF DENVER.
**Employer:** Any individual, firm, corporation or other entity, which provides direct construction labor, including supervisory labor, for work performed at the Project Sites.

**Enrolled Parties:** The Contractor and those Subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.

**Lead Contractor** The Contractor that CITY AND COUNTY OF DENVER enters directly into a formal Contract for work performed at the Project Sites.

**Non-Enrolled:** A "Non-Enrolled" Contractor or Subcontractor is one that has not submitted the required enrollment forms. A "Non-Enrolled" Contractor or Subcontractor is also one that has submitted the required enrollment forms and has either not received written confirmation from the Owner's representative evidencing acceptance into the ROCIP or has received written confirmation from the Owner or its representative declining acceptance into the ROCIP. The ROCIP does not insure "Non-Enrolled" Contractors, Subcontractors or Sub-subcontractors.

**Ineligible Party:** Parties not covered by the ROCIP because of ineligibility. No insurance coverage provided by City and County of Denver under the CCD ROCIP shall extend to the activities or products of the following:

1. Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s) with no direct onsite installation responsibility; however, for **General Liability Coverage only,** the CCD ROCIP insurance carrier may agree to extend coverage if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre-fabricated product. To consider extending coverage, the insurance carrier requires 30 days advance written notice to the CCD ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the insurance carrier before enrolling in the CCD ROCIP for General Liability coverage only.

2. Hazardous materials remediation, removal, or transportation companies and their consultants;

3. Any architect, engineer or surveyor or their consultants.
(4) Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site;

(5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;

(6) Any employees of an Enrolled Party who occasionally visits the Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason;

(7) Persons or entities who are not enrolled parties or included as insureds within the policies;

(8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer); or

(9) Any other person or entity specifically excluded by CCD, in its sole discretion, from participation as Enrolled Parties.

If a Contractor’s employee is making deliveries to the site and is off-loading materials, the employee shall be eligible for coverage under the CCD ROCIP.

It is your responsibility to contact the CCD ROCIP Administrator and confirm your eligibility before you begin work on the project.

If you are uncertain as to whether your firm will participate in the CCD ROCIP Program, or wish confirmation of your eligibility, please contact the CCD ROCIP Administrator.

**Named Insured:** The CITY AND COUNTY OF DENVER, A MUNICIPAL CORPORATION OF THE STATE OF COLORADO, and its subsidiary and affiliated companies; Enrolled Contractors and subcontractors of any tier and any other party so named in the insurance policies.

**Insurer:** The insurance companies which provide coverages for the CCD ROCIP.
### On-Sites Activities:
Those activities “at or emanating from” the Project Site.

### Payroll Reports:
Monthly Payroll Reports are mandatory. For purposes of the CCD ROCIP, payroll refers to unburdened straight time payroll per Workers’ Compensation Class Codes.

### Policy Owner:
The CITY AND COUNTY OF DENVER, PROGRAM IDENTIFIER: CCD ROCIP

### Policy Term:
The Policy Term will cover the period of construction through project completion, including a (8) year term for Completed Operations.

### Project Sites:
“Project Sites” shall mean those areas designated in writing by the CCD ROCIP in a Contract document for performance of the Work and such additional areas as may be designated in writing by the CITY AND COUNTY OF DENVER for Contractors’ use in performance of the Work. Subject to CCD ROCIP Insurers written approval, the term “Project Site” shall also include: (1) field office sites, (2) property used for bonded storage of material for this Project only approved by the CITY AND COUNTY OF DENVER, (3) staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or Subcontractors covered by the worker’s compensation policy included in the CCD ROCIP, but excluding any permanent locations of Contractor or such covered Subcontractors.

Items 1 through 4 above must be approved by the CCD ROCIP Insurer and listed on the CCD ROCIP Policy.

### ROCIP:
Rolling Owner Controlled Insurance Program – A coordinated insurance program providing certain insurance coverages as generally described in this manual for Work at the Project Sites.

### ROCIP Administrator:
Arthur J. Gallagher Risk Management Services, Inc. herein referred to as the “CCD ROCIP Administrator.”

### Subcontractor:
Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these Subcontractor’s lower-tier subcontractors.

### Work:
Operations as fully described in the Contract and Subcontract, performed at or emanating directly from the Project Sites. Also, the entire completed construction or the various separately identifiable parts required to be furnished under the Contract documents.
CCD ROCIP Insurance Coverages

This section provides a brief description of CCD ROCIP coverages. The actual policies controlling the details concerning coverage, exclusions, and limitations are available upon request.

Covered Parties

Parties covered as Named Insured’s include the CITY AND COUNTY OF DENVER, its’ related entities, and Enrolled Contractors and Subcontractors of any tier. Parties included as Additional Insured’s include all those designated by the CITY AND COUNTY OF DENVER, and any other party that a Named Insured is required under contract to add as an additional insured.

Those Not Covered

A) Ineligible for coverage are: vendors, suppliers, material dealers, off-site fabricators with no on-site labor unless agreed to in advance by the carrier, and those personnel involved merely in, loading, transporting and unloading materials, personnel, parts, equipment or any other items to, from or within the Project Sites. Contractors performing jobs that are not eligible for CCD ROCIP coverage may include but are not limited to those contractors who present an exceptionally hazardous exposure or risk to the jobsites. However, Contractors and Subcontractors engaged in minor demolition work are covered under the CCD ROCIP Program.

B) Those who are not enrolled.

C) Those who are not added as Additional Insured’s.

Evidence of Coverage

Each Enrolled Contractor and Subcontractor will be issued a Certificate of Insurance evidencing Workers’ Compensation, General Liability and Excess Liability insurance to each Enrolled Contractor and Subcontractor of any tier, each of whom will be an Insured on the policies. Other documentation including forms, posting notices, etc., will be available at the Project Sites. Policy copies will be made available upon written request to the CCD ROCIP Administrator.
Description of ROCIP Coverages

The following sections provide a summary of the policies that the CCD ROCIP has obtained for this Project. The limits shown will be the minimum limits purchased by the Owner.

Workers Compensation and Employers Liability:

Part One - Workers’ Compensation:

Statutory Limit

Part Two - Employer’s Liability:

| Bodily Injury by Accident, each Accident | $1,000,000 |
| Bodily Injury by Disease, each employee  | $1,000,000 |
| Bodily Injury by Disease, policy limit  | $1,000,000 |

- Other States Coverage
- Designated Projects Endorsement
- Waiver of Subrogation
- Alternate Employer Endorsement
- Maritime/Jones Act – If Required

Commercial General Liability:

(Shared by all insured’s)

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<td>Products/Completed Operations Aggregate (Per Project) (Statute of Repose)</td>
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<td>Total Products/Completed Operations Aggregate- (Statute of Repose)</td>
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<tr>
<td>Personal / Advertising Injury Limit</td>
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<tr>
<td>Each Occurrence Limit</td>
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<tr>
<td>Fire Damage Legal Liability (any one fire)</td>
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<td>Medical Payments (any one person)</td>
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- Named Insured Endorsement
- Additional Insured Endorsements (CG 2038 and CG 2037 or their equivalent)
- Designated Projects Declaration and Schedule
- Legal Defense Outside Policy Limits
- Annual Reinstatement of Aggregates as defined in the policy
- Period of Statute of Repose Products & Completed Operations Extension commencing when your work is considered to be completed as defined in the Policy
- Primary and Non-Contributory to any insurance of self-insurance otherwise available to the insured parties
- Separation of Insureds Clause
- Waiver of Transfer of Rights of Recovery Against Others
- Limited Exclusion - Contractors Professional Liability Endorsement
- Repair Work Coverage – 3 years
- Absolute Lead and Asbestos Exclusions
- Total Pollution Exclusion with Hostile Fire, Building Heating and Air Conditioning Exceptions
- Nuclear Energy Liability Exclusion

Above is only a summary and the actual terms and conditions are contained in the policy
SECTION 4: CCD ROCIP INSURANCE COVERAGE

Exception/Notes: The CCD ROCIP coverage is limited solely to Work performed at the Designated Project Site and the products and materials permanently incorporated into the Project. Off-site operations shall be covered only if approved by the ROCIP Insurers, designated in writing by the ROCIP Administrator, and when all operations at such site are identified and solely dedicated to the Project. It shall be the responsibility of the Contractors and Subcontractors to notify the ROCIP Administrator, in writing to request coverage for specified off-site operations.

Claims Charge-Back: A claims charge-back will be assessed for the amount of any loss payable under the ROCIP Commercial General Liability Policy. The Enrolled Party primarily responsible for causing any bodily injury or property damage liability loss shall be responsible for payment of the charge-back. The charge-back will equal the deductible under the Enrolled Party’s commercial general liability policy (non-ROCIP) up to a maximum charge-back of $25,000. The minimum charge-back shall be the actual loss or $5,000 whichever is less. The charge-back shall be applied on the same basis as applied under the Contractor’s or Subcontractor’s commercial general liability insurance policy. All Enrolled Parties are required to provide the City and County of Denver, a copy of their Commercial General Liability insurance deductible endorsement for the purpose of determining the charge-back. If the loss exceeds $5,000 and information necessary to determine an Enrolled Party’s deductible as stated on its commercial general insurance certificate is not available to the City, the City and County of Denver will charge the Enrolled Party the actual loss up to a $25,000 maximum per occurrence until receipt of documentation from the Enrolled Party’s commercial general insurance policy evidencing the contractor’s actual deductible. If the loss is less than $5,000, the City and County of Denver will charge the actual loss. The charge-back does not apply to workers’ compensation claims for an Enrolled Party’s own employee.

Excess Liability:

Limits of Liability shared by all Insureds

<table>
<thead>
<tr>
<th>Type of Limit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$200,000,000</td>
</tr>
<tr>
<td>General/Other Aggregate Limit (Per Project Basis and Reinstates Annually)</td>
<td>$200,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate Limit (applies on a Per Project Basis)</td>
<td>$200,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate Maximum Policy Cap</td>
<td>$400,000,000</td>
</tr>
</tbody>
</table>

- “Pay on behalf” wording with legal defense outside the limits
- Designated Projects Schedule
- Scheduled Underlying Coverage’s: Employer’s Liability; Primary Commercial General Liability
- Period of Statute of Repose for Products & Completed Operations Extension (single policy term aggregate) commencing when the Work is considered to be completed as defined in the underlying General Liability Policy
- Excludes: Automobile Liability, Asbestos; Lead, Silica, Discrimination & Wrongful Termination; War, Nuclear; Pollution (except where noted); and other policy terms and conditions

Above is only a summary and the actual terms and conditions are contained in the policies

Note
Contractors and Subcontractors of any tier are advised to arrange their own insurance for Contractor-owned or –leased equipment and materials not intended for inclusion in the Project. The CCD ROCIP will not cover Contractor-owned or leased property.

**Contractors Pollution Liability Insurance**

*(Shared by all insureds)*

**Coverage:** Liability or responsibility for bodily injury, property damage or environmental damage caused by a pollution event resulting from covered operations and completed operations. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure.

**Limits of Liability:**

- Each Loss: $25,000,000
- Policy Aggregate: $25,000,000

Products/Completed Operations coverage will extend for eight (8) years after final completion of the Project.

**Exception/Notes:** The CCD ROCIP Contractors Pollution coverage is limited solely to Work performed at the Project Site and for Projects specifically listed on the Policy.

**Contractors Pollution Insurance Claims Chargeback.** A claims charge-back will be assessed for the amount of any loss payable under the Contractors Pollution, up to the first $5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the ROCIP Insurer for losses attributable to the Contractor’s work, acts or omissions, or the work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of $5,000.

**Note**

The descriptions above provide a summary of coverages only. Contractors and Subcontractors should refer to the policies for actual terms and conditions.
 Builders Risk:

**Property Excluded:** Land/Land Values, Water, Vehicles, Damage To Existing Property (unless specifically endorsed), Contractor Plant & Equipment, Prototypical or Used Equipment As Regards Testing, Property Located At Other Than The Project Site Except While In Transit Or Temporary Offsite Locations, And Others Per Policy Form

**Limits of Insurance:**

<table>
<thead>
<tr>
<th>Sublimits:</th>
<th>Limits of Insurance:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Included in Policy Limit</td>
<td>$465,405,000 Policy Limit/Any One Occurrence</td>
</tr>
<tr>
<td>Included Policy Limit</td>
<td>Water Damage (includes surface water, backup of sewers and drains)</td>
</tr>
<tr>
<td>Included in Policy Limit</td>
<td>$15,000,000 Damage to Existing Building</td>
</tr>
<tr>
<td>Included Policy Limit</td>
<td>Flood</td>
</tr>
<tr>
<td>Included in Policy Limit</td>
<td>Earthquake</td>
</tr>
<tr>
<td>Included Policy Limit</td>
<td>$10,000,000 Property in Storage Off-Site</td>
</tr>
<tr>
<td>Included Policy Limit</td>
<td>$10,000,000 Property Temporarily Off-site</td>
</tr>
<tr>
<td>Included Policy Limit</td>
<td>$10,000,000 Property in Transit (Road, Rail or Inland Waterway, including Place of Storage and Accommodation and all related Loading and Unloading</td>
</tr>
<tr>
<td>$25%$ of Loss/$10,000,000 Maximum</td>
<td>Debris Removal</td>
</tr>
<tr>
<td>$125%$</td>
<td>Escalation Clause</td>
</tr>
<tr>
<td>$2,500,000</td>
<td>Fire Fighting and Service Charges</td>
</tr>
<tr>
<td>$10,000,000</td>
<td>Law or Ordinance (Coverage B and C only); for Coverage A (building) is included within the Project Value</td>
</tr>
<tr>
<td>$5,000,000</td>
<td>Plans, Drawings and Documents</td>
</tr>
<tr>
<td>$5,000,000</td>
<td>Reproduction of Computer Records</td>
</tr>
<tr>
<td>$20,000,000</td>
<td>Extra Expense</td>
</tr>
<tr>
<td>$20,000,000</td>
<td>Expediting Expense</td>
</tr>
<tr>
<td>$2,000,000</td>
<td>Temporary Repairs</td>
</tr>
<tr>
<td>$2,000,000</td>
<td>Professional Fees</td>
</tr>
<tr>
<td>$5,000,000</td>
<td>Loss Minimization Expenses and Preventative Measures</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Pollution Clean Up Costs from land and water</td>
</tr>
<tr>
<td>$500,000</td>
<td>Continuing Hire Costs</td>
</tr>
<tr>
<td>$5,000,000</td>
<td>Soft costs</td>
</tr>
</tbody>
</table>

**Deductibles**

<table>
<thead>
<tr>
<th>Deductibles</th>
<th>$25,000 Per Occurrence except</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$75,000 Water Damage</td>
</tr>
<tr>
<td></td>
<td>$50,000 Flood</td>
</tr>
<tr>
<td></td>
<td>$50,000 Earthquake</td>
</tr>
<tr>
<td></td>
<td>$150,000 Damage arising out of Defects in materials, Workmanship, Design, Plan or Specification (LEG/06)</td>
</tr>
</tbody>
</table>

In the event that more than one Deductible could apply, the largest single Deductible only will apply
SECTION 4: CCD ROCIP INSURANCE COVERAGE

Coverage Extensions:
- Beneficial Occupancy Clause – Property taken into Use Clause
- Automatic Reinstatement Clause – without additional premium
- Repeat Tests Clause
- Civil or Military Authority Clause
- Other Interests Clause

Other Terms and Conditions:
- Occurrence Definition – 72 hour period
- Primary Insurance Provision
- Defects Extension (LEG 2/96 or LEG 3/06)
- Concealed Damage Clause 50/50
- Permissions Clause
- Claims Procedures Clause
- Interim Payments Clause
- Cancellation Clause – Insurer may cancel only for non-payment of premium
- Inadvertent Errors and Omissions Clause
- Reasonable Precautions Clause
- Dispute Resolution Clause
- Waiver of Subrogation

Exclusions (including but not limited to):
- Contractors’ Plant and Equipment
- Wear and Tear or Gradual Deterioration (with exception)
- Corrosion and Erosion (with exception)
- Normal Upkeep
- Penalties and Consequential Loss
- Money
- Inventory Loss (including mysterious disappearance)
- Aircraft
- War and Civil War
- Political Risks
- Radioactivity (CL 370)
- Electronic Data (Computer Virus, Corruption or Alteration, etc.) with exception for if loss is caused by an insured peril
- Deliberate Acts
Coverages: The city and county of Denver shall provide builder’s risk insurance on an “all risk” basis, and covering the work and all materials and equipment to be incorporated therein, including property in transit or elsewhere, subject to certain sub-limits, and insuring the interests of the city and county of Denver, the contractor, subcontractors, and material suppliers. This insurance shall not cover any personal property of the contractor or subcontractors, including tools, equipment, scaffolding, staging towers, and forms, rented or owned by the contractor or any subcontractor, the capital value of which is not included in the cost of the work. Builder’s risk insurance will not provide coverage against loss by theft or disappearance of any materials (unless the materials are to be incorporated into the Project), tools, or equipment of the contractor or any tier of subcontractor, or any other person furnishing labor or materials for the work. Contractor agrees to indemnify, defend, and hold the city and county of Denver and its officers, agents, and employees, harmless from any such loss, theft, or disappearance.

A claims charge-back will be assessed for the amount of any loss payable under the builder’s risk policy. The first $5,000 of any such occurrence will be paid by contractor. This includes all expenses or claim payments incurred by the insurer for losses attributable to the contractor’s work, acts or omissions, or the Work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of $5,000.

Note

The descriptions above provide a summary of coverages only. Contractors and subcontractors should refer to the policies for actual terms and conditions.

ROCIP Termination or Modification

The city and county of Denver reserves the right to terminate or modify the CCD ROCIP or any portion thereof. The city and county of Denver exercises this right, enrolled contractors and subcontractors of any tier will be provided notice as required by the terms of their individual contracts. At its option, the city and county of Denver may procure alternate coverage or may require the lead contractor to procure and maintain alternate insurance coverage at the costs that you identified in your bid.
Required Coverage for Contractors and Subcontractors

Contractors and Subcontractors of any tier are required to maintain insurance coverage that protects the CITY AND COUNTY OF DENVER from liabilities arising from the Contractor’s and Subcontractor’s operations performed away from the Project Sites and for types of coverage not provided by ROCIP, and for operations performed in connection with the Contract by those who are Ineligible. Contractors and subcontractors are solely responsible for monitoring these matters.

Verification of insurance may be submitted in the form of a Certificate of Insurance on a standard ACORD Form 25-S. A sample of an acceptable Certificate of Insurance is provided in Section 8. Please note requirements for a thirty (30) day notice of cancellation, waiver of subrogation and additional insured status. Also, Contractor’s and Subcontractor’s insurance must be primary and non-contributory.

Contractors are responsible for verifying and monitoring the adequacy of insurance required to be maintained by Subcontractors and Ineligible parties’ with whom the Contractor contracts. The CITY AND COUNTY OF DENVER reserves the right to disapprove use of Subcontractors unable to meet any insurance requirements. Enrollment information and Certificates evidencing compliance with any and all insurance requirements shall be sent to the CCD ROCIP Administrator.

Prior to mobilization and within 30 days of any renewal, change or replacement of coverage, Contractors and Subcontractors shall submit to the CITY AND COUNTY OF DENVER and the CCD ROCIP Administrator a Certificate of Insurance evidencing the coverage, limits and deductibles as specified in this section.

The limits of liability shown for the insurance required of the Contractor and Subcontractors are minimum limits only and are not intended to restrict or limit the liability imposed on the Contractor and Subcontractors for Work performed under their Contract.
Contractor and Subcontractor Provided Coverages

Automobile Liability and Automobile Physical Damage
Covering all owned, leased, hired and non-owned automobiles, trucks and trailers with coverage no less broad than that of the ISO Commercial Business Auto Policy in limits not less than [\$1,000,000] combined single limit each accident for bodily injury and property damage and automobile physical damage. Coverage shall apply both on and away from the Project Sites.

All hazardous waste or materials transporters including but not limited to any contractor or subcontractor (including fuel, oil, gasoline) must carry a minimum of \$5,000,000 combined single limit and show evidence of MCS90 Endorsement.

Workers’ Compensation and Employer’s Liability

**Eligible Contractors and Subcontractors** shall provide evidence of workers’ compensation insurance for off-site activities, including design work.

**Ineligible Contractors and Subcontractors** shall provide evidence of workers’ compensation applicable to the Project.

Commercial General Liability/Umbrella Liability

**PRIME CONTRACTOR REQUIREMENTS**

<table>
<thead>
<tr>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
</tr>
<tr>
<td>Personal/Advertising Injury Aggregate</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
</tr>
</tbody>
</table>

**SUBCONTRACTOR REQUIREMENTS***

<table>
<thead>
<tr>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
</tr>
<tr>
<td>Personal/Advertising Injury Aggregate</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
</tr>
</tbody>
</table>

*Please refer to your Insurance Requirements as they may differ from these requirements

Coverage shall be on an occurrence form and apply to bodily injury and property damage for operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations. Limits can be provided by a combination of a primary Commercial General Liability policy and Excess or Umbrella Liability policy.


**Watercraft and Aircraft Liability**

Should watercraft or aircraft of any kind be used by a Contractor or Subcontractor of any tier, or by anyone else on its behalf, Contractor or Subcontractor shall maintain or cause the operator of the watercraft or aircraft to maintain Liability insurance with a minimum combined single limit for bodily injury and property damage including passengers in an amount agreed upon in writing with the City and County of Denver.

**Professional Liability**

All contractors with any design responsibility must provide professional liability insurance or require their design consultants provide appropriate insurance covering liability arising out of design errors and omissions with a limit of not less than $1,000,000 per claim for each design Contractors. All such policies must be primary and non-contributory with a waiver of subrogation.

**Contractor’s Equipment**

All Contractors and Subcontractors of any tier must provide a Certificate of Insurance evidencing coverage or replacement cost of Contractor’s or Subcontractors [tools and] equipment, with a waiver of subrogation in favor of the CITY AND COUNTY OF DENVER, and all CCD ROCIP enrolled contractor and subs of any tier.
Contractor and Subcontractor Responsibilities

Throughout the course of the Project, Contractors and Subcontractors will be responsible for the reporting and maintaining of certain records as outlined in this section.

The Contractor and all Subcontractors of any tier are required to cooperate with the CITY AND COUNTY OF DENVER, its Broker, CCD ROCIP Administrator and insurance companies, in all aspects of CCD ROCIP operation and administration. Responsibilities of the Contractor and Subcontractors of any tier include:

- Enrolling in CCD ROCIP
- Including CCD ROCIP provisions in all subcontracts as appropriate
- Providing timely evidence of off-sites insurance to and the CCD ROCIP Administrator
- Notifying the CCD ROCIP Administrator of all subcontracts awarded
- Maintaining and reporting payroll records
- Cooperating with the City and County of Denver, its Broker, the CCD ROCIP Administrator’s and insurance companies’ requests for information
- Complying with insurance, claim and safety procedures
- Notifying the Broker and the CCD ROCIP Administrator as required by contract of any insurance cancellation or non-renewal (Contractor- and Subcontractor- required insurance)
Contractor Bids

Insurance is provided for all Eligible, Enrolled Contractors and Enrolled Subcontractors of any tier under CCD ROCIP for Work performed at the Project Site. Contractor bids and Change Orders should exclude insurance costs for these coverages. Section 8 of this CCD ROCIP Insurance Manual contains information on how to enroll and submit information to the CCD ROCIP Administrator via an on-line system (VUE) to that the Contractor will be required to submit to the CCD ROCIP Administrator after award of the Contract to document insurance costs excluded by the Contractor for this Project.

| Each bidder of every tier is required to exclude from its’ bid price, its normal cost for the insurance coverages to be provided by the CITY AND COUNTY OF DENVER under the CCD ROCIP Program. All subsequent change orders will also exclude these costs. Excluded insurance costs are subject to verification and documentation by the CCD ROCIP Administrator. |

Note

Before estimating insurance costs or contacting your insurance representative about excluding the Project from regular coverage, you should read this manual in its entirety.

Enrollment

Each Contractor shall provide details about itself and its subcontractors as necessary to enroll in the CCD ROCIP. The City and County of Denver will need all of the information requested to enroll the project, your declaration rate pages and deductible endorsement on CGL, Xs Liability, WC policies must be completed and submitted to the CCD ROCIP Administrator prior to mobilization to obtain coverage under the CCD ROCIP.

The CCD ROCIP Administrator must be notified of each separate contract and all change orders.

When a Contractor or Subcontractor is accepted into CCD ROCIP, they will receive a Certificate of Insurance acknowledging that they have been enrolled in CCD ROCIP.

Note: Enrollment is Mandatory - Not Automatic

Enrollment into the CCD ROCIP is required, but not automatic. Eligible Contractors and all Eligible Subcontractors of any tier MUST complete the enrollment forms and participate in the enrollment process for CCD ROCIP coverages to apply. Access to the Project Sites will not be permitted until enrollment is complete.
Assignment of Return Premiums

The cost of the CCD ROCIP insurance coverages will be paid by the City and County of Denver. The City and County of Denver will be the sole recipient of any return CCD ROCIP premiums or dividends. All Enrolled Contractors and Subcontractors of any tier shall assign to the City and County of Denver all adjustments, refunds, premium discounts, dividends, credits or any other monies due from the CCD ROCIP insurers. Contractors shall assure that each Enrolled Subcontractor of any tier shall execute such an assignment. The Insurance Application that the Contractor completes on-line will be used for this purpose.

Payroll Reports

Each Contractor and Subcontractor of any tier must submit Payroll Reports online via the CCD ROCIP Administrator’s website (VUE) identifying labor-hours and payroll for all work performed for the Project. The monthly labor-hours and payroll reports should include supervisory and clerical personnel on-sites and shall certify all Work performed at or emanating directly from the Project Sites.

Note

Each Contractor and Subcontractor must submit payroll through CCD’s LCP portal on conjunction with remitting to the CCD ROCIP Administrator.

This information will be used to provide the insurance companies with information required to determine the City and County of Denver premium. Instructions are noted under Section 8 of this manual. The Contractor and each Subcontractor must register first and enroll online. See Section 8 of this manual for instructions.

Once the enrollment application is approved, an E-mail will be sent to each Contractor and Subcontractor providing each Contractor and Subcontractor a Certificate of Insurance as evidence of participation in the CCD ROCIP. You will be required to log-in monthly to the CCD ROCIP Administrator III’s website and submit monthly payroll.

Note: Separate Reports Required

A separate Payroll Report is required for each Contract for Work you are performing.
Insurance Company Payroll Audit

Each Enrolled Contractor and Subcontractor is required to maintain payroll records for the Project in accordance with the Basic Manual of Rules, Classifications, and Experience Rating Plan for Workers’ Compensation and Employer’s Liability Insurance. Such records shall allocate the payroll by Workers’ Compensation classification(s) and shall include all payrolls as defined by the State of Colorado state manual rules.

It is important that you properly classify payrolls, as these will be reported to the rating agency. All Enrolled Contractors and Subcontractors of any tier shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the ROCIP insurance carriers or the City and County of Denver’s representatives at any reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

The Insurance Company has the right to correct and reclassify payroll.

**Note**

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

**Completion of Work**

When an Enrolled Contractor or Subcontractor of any tier has completed its Work, each Enrolled Contractor or Subcontractor of any tier shall complete must login into the CCD ROCIP Administrator’s website and complete the close out page.

Final Payment will not be released by the City and County of Denver until all necessary forms have been submitted to the CCD ROCIP Administrator.

**Claims Reporting**

Each Contractor and Subcontractor of any tier shall follow the claims procedures as established by the CCD ROCIP Administrator. Contractors and Subcontractors of any tier agree to assist and cooperate in every manner possible in connection with the adjustment of all claims and demands in which the City and County of Denver Insurer(s) is called on to adjust or defend. Please refer to Section 7 of this Manual.

Contractors will be provided loss information for their respective claims. Contractors are encouraged to participate in the claims management process. The CITY AND COUNTY OF DENVER has ultimate authority in any claim settlement matter.
Each Contractor and Subcontractor will have the full right to participate in the management and mitigation of their own workers’ compensation claims and any financial information regarding each individual contractor’s workers’ compensation claims will be provided.

**Safety Procedures**

Each Contractor and Subcontractor of any tier is required to establish a written safety program and to provide a full-time Safety Manager or designated safety representative who shall be on sites when any Work is in progress. Minimum standards for such programs are outlined in the CCD ROCIP Safety Program Manual.

**Off-Sites Locations**

The Contractor and Subcontractor of any tier are responsible for applying for approval to have off-site locations covered. The Contractor shall notify the City and County of Denver of the need and shall request approval of such location. The request should include the location, address, and description of the Project Sites, the type of use to which it will be put, and the duration of the work to be performed at such location. The off-site location must be dedicated to the Project.

Coverage is not automatic until confirmed by the CCD ROCIP Administrator.

**Change Order Procedures**

Change orders will also be priced by the Contractor and its Subcontractors to exclude their cost of insurance for the coverages provided by CCD ROCIP.

**Close Out and Audit Procedures**

When a Contractor and/or an associated Subcontractor of any tier has completed its Work at the Project Site(s) and will no longer have on-site workers, the Contractor shall notify The CCD ROCIP Administrator of final payroll by clicking the box on the Monthly Payroll Screen. Then the Contractor should go into the Close out Tab and verify total payroll and final contract value and complete close out information.
Claim Procedures

This section describes basic procedures for reporting various types of claims: workers’ compensation, liability, and damage to the Project.

Claim Contacts

The primary Claim contact for the project will be:

Kendall Trump, CIC, ARM-e
Vice President/Sr. Claim Consultant
Arthur J. Gallagher Risk Management Services, Inc.
303-889-2570
kendall_trump@ajg.com

Workers’ Compensation Claims

The main responsibility for any Contractor or Subcontractor is first to see that any injured worker receives immediate medical care. Next, you should contact the Prime Contractor immediately in the event of a serious injury or accident. An Employer’s First Report of Injury and the Supervisor’s Report of Injury form must be completed within 24 hours and submitted in accordance with claims procedures as noted on page 24. Each Contractor or Subcontractor is responsible for providing to their injured employee a WC-1 form which also must be completed by the injured employee.

The claims kit will be provided to all Enrolled Contractors and Subcontractors of any tier. These packets will include claim forms. Additional claim forms will be available by contacting the CCD ROCIP Administrator.

The City and County of Denver’s Insurer will arrange with preferred, local medical providers for treatment of all minor or non-life threatening injuries. The name and location of such preferred, local medical providers are provided in the claim kits as well as a poster to be posted at Project Sites.
Enrolled Contractors of any tier must designate a representative called the Contractor Safety Supervisor at the Project Sites to take injured employees to the medical center, and to report the claim. This individual should remain with the injured employee at the medical center while such employee is being treated. The treating physician should provide a written description of whether or not the injured employee can return to work, a list of restrictions if any, and the estimated length of time such employee can stay on modified duty.

The City and County of Denver Insurer will arrange for local 911 emergency ambulance services for response to any serious, traumatic, life-threatening injuries and will provide information to be posted at the Project Sites and in the claims packet.

**Carrier: Zurich American Insurance Co.**

Worker Compensation Claims Reporting Information

Gallagher has created a claim report kit to report workers’ compensation claims. The claims kit is sent out by the ROCIP Administrator with acknowledgement of your enrollment into the ROCIP. The Claims Kit is available on the CCD ROCIP Administrator’s on-line system (VUE) under the Documents tab under each Contract. Contractors and Subcontractors can access the claims kit on a 24/7 basis.

Below are instructions on how to report a workers’ compensation claim. You can report a claim via the INSURER’s website, e-mail, fax or by telephone as noted below:

**Make sure your Policy # is included in Forms or Cover Sheets.**

**Report Workers Compensation Claims**

Claims are to be reported via the INSURER’s website noted below:

- **www.zurichna.com**

  (click on the “Claims” tab and then under “Report a New Claim” click on the “file a claim online tab, click on ‘Workers’ Compensation’ on the left hand side of the screen and follow the instructions). You will need your Policy #; the Insured Name is your Employer Entity Name.

You may report a claim by **calling or faxing** the Zurich’s North American Claims Reporting Care Center as follows:

- Phone: 1-800-987-3373
- Fax: 1-877-962-2567

*Any questions, please contact Kendall Trump at Gallagher at 303.889.2570 for assistance.*
### Carrier: Zurich American Insurance Co.
#### Worker Compensation Claims Reporting Information
(Continued)

**Reporting via e-mail:**
You may e-mail the FIRST REPORT OF INJURY to the following E-mail address which has been specifically set up for this ROCIP; however, please note the following restrictions on the E-mail Notice of Loss:

E-mail: usz.nwcclaims@zurichna.com

Additional restrictions on this e-mail program include the following:
- Send notice of loss when emailing us (no photos, color graphics, or shaded attachments)
- Send a basic attachment format that does not contain digitized logos, unstable formatting, or hyperlinks
- Any changes to the email format or types of attachments will require additional approval on the INSURER’s end

Also, the Colorado First Report of Injury form *(See page 51 and the separate worksheet provided)* that is currently being used for new claim reporting does not include fields for Location Code, policy # etc. We have attached an INSURER Workers’ Compensation Worksheet for reporting claims to the INSURER. There are fields for the Location Code and your Policy #. This form can be used for E-mail reporting. The INSURER will file the Colorado First Report of Injury electronically with the State.

### Medical Bills
Please send all medical bills to the following Zurich Office:

Zurich North America - Claims  
P.O. Box 66941  
Chicago, IL 60666  
Fax: 847.240.8172

### Medical Bill Inquiries
Please call Zurich; however, contacting the adjuster assigned is more efficient.

**Medical provided line to assist in finding claim number assigned:**
Call the Zurich Medical Provider Helpline at 719.590.8719  
E-mail Zurich’s Care Center at usz_carecenter@zurichna.com

### Claim Documents:
[Usz.zurich.claims.documents@zurichna.com](mailto:usz.zurich.claims.documents@zurichna.com)
Liability Claims

Accidents at or around the Project Sites resulting in damage to property of others (other than the Work itself), or personal injury or death to a member of the public, must be reported immediately to the Prime Contractor, City and County of Denver and Gallagher. The General Liability Reporting form found in the Claim Kit shall be completed and emailed, faxed or phoned within 24 hours of injury or damage.

Contractors and Subcontractors of any tier shall not voluntarily admit liability and shall cooperate with the CITY AND COUNTY OF DENVER, Gallagher and the Insurer representatives in the accident investigation.

Builder's Risk Claims

Report any damages to your Work or the Work of any other Contractor/Subcontractor to the Prime Contractor, CITY AND COUNTY OF DENVER Assigned Project Manager, and Gallagher. In addition, complete the Builders Risk Loss Reporting form and submit it to Gallagher.

Automobile Claims

No coverage is provided for automobile accidents under the CCD ROCIP. It is the sole responsibility of each Contractor and Subcontractor of any tier to report accidents involving their automobiles to their own insurers.

HOWEVER, all accidents occurring in or around the Project Sites must be reported to the Lead Contractor, the CITY AND COUNTY OF DENVER, Assigned Project Manager, and Gallagher. These accidents may be investigated with regard to any liability arising out of the Project construction activities that could result in future claims (e.g. due to the conditions of the roads, etc.) Each Contractor and Subcontractors of any tier shall cooperate in the investigation of all automobile accidents.

Pollution Claims

Contractors and Subcontractors of any tier shall immediately notify the Lead Contractor, CITY AND COUNTY OF DENVER, Assigned Project Manager and Gallagher of any known or suspected pollution incidents.
Enrollment Procedures and Requirements – via Administrator’s On-Line System

*Prime Contractor  [Manager]*

*Project:  [Enter Project Name]*

This section contains information on enrollment procedures and requirements including enrolling via the CCD ROCIP Administrator’s website and, reporting payroll on-line and other administration of the CCD ROCIP.

**Note**

For assistance, please contact:

Clayton Pennock – CCD/ROCIP Administrator
Telephone Number:  800-877-8218 ext 2280 or 314-800-2280
Email: clayton_pennock@ajg.com

Or

Heather Lawson – CCD/ROCIP Administrator
Telephone Number:  800-877-8218 ext 2205 or 314-800-2205
Email: heather_lawson@ajg.com
CCD ROCIP Enrollment Procedures and Requirements

EVERY CCD ROCIP PARTICIPANT MUST COMPLETE THE CCD ROCIP ENROLLMENT ONLINE.

IMPORTANT! YOUR PROJECT NO. IS REQUIRED WHEN ENROLLING

1. Enroll online at: https://ajg.vuewrapup.com/contractorportal. You must register first if you do not already have a user login. Once you register and login click “New Enrollment” and when you are prompted for a Project Code use your Project No.

2. Once you complete the online enrollment upload a certificate of insurance to the documents section. Please find a sample certificate after this page. The certificate must be in accordance with the CCD ROCIP enrollment provisions in the General Conditions evidencing primary Auto Liability, Workers’ Compensation, and General Liability for Project-Related Operations performed away from the CCD ROCIP Project Site. Contact your Insurance Agent for this certificate (a sample is included). It is your responsibility to notify your Insurance Agent to exclude all work to be done at this Project Site from your regular General Liability and Workers’ Compensation policies.

3. You must also upload a copy of your Workers Compensation, General Liability, and Excess Liability rating and declaration pages from your primary insurance policy.

4. Arthur J. Gallagher will send a Certificate of Insurance evidencing your coverage under the CCD ROCIP program. You should keep this certificate as evidence of your participation in the CCD ROCIP. It may be required by your regular insurance company to exclude this job site from your regular policy.

5. Once you begin work on site you must log in on a monthly basis and submit your monthly payroll. Click the box by the contract number and click the “Payroll” button at the top of the page. Verify that the dates the system pulled in are correct before saving your monthly payroll. If you have multiple class codes and are only reporting payroll under one of them for any given month you must enter $0 for those class codes that you do not have payroll for.

6. When you are have completed your work on the Project, you must login into the system and complete the closeout page. Click the box by your contract and click “Close Out” at the top of the page. You will be asked to reconcile your monthly reported payroll and provide your final contract value.

If you have any questions or concerns please don’t hesitate to contact:

Clayton Pennock
314-800-2280
Clayton_Pennock@ajg.com
On-line Enrollment Instructions
Enrolling Through the Online Portal

1. In your web browser, open the AJG Wrap-up Management Portal URL (https://ajg.vuewrapup.com/contractorportal). This will open the portal login screen.

If you have never registered with the AJG Wrap-up Contractor Portal nor received a login for ajg.vuewrapup.com, follow steps 2-4.

If you are already registered, proceed to step 5.

2. Click the Register Me link at the bottom right hand corner of the login box.

3. Fill in the form with your first name, last name, email ID (email address) and enter the User ID you would like to use. Your User ID can be any User ID you will easily remember, such as your first initial and last name (preferred), your company name, or your email address, and must be unique. Password may contain letters, numbers and symbols. All fields are required.
4. When your registration has been received successfully, you will see the message “User ID and Password are created. Please click here to login to Contractor Portal” in red. Click the link to be redirected to the login page where you can login to the portal to complete your enrollment. You will also receive an email with your User ID and Password for your records.

5. When you login, if you do not yet have any contracts added, click the button “New Enrollment”.

If you already have the contract in the system, click the checkbox next to the contract you need to enroll or complete enrollment, then click the Enrollment button. If you do not see your contract, add a New Enrollment and use project code [ ]
6. You will be brought to the Enrollment Screen.

The Enrollment Screen includes the following sections, each of which can be expanded or collapsed for ease of review:
   a. Contract Information
   b. Address
   c. Contact
   d. Estimated Payroll
   e. Insurance Information

7. Fill in each section with your information to the best of your ability. Fields highlighted in yellow are required. If you do not know the information for a required field, enter an X, or if a specified format is required such as a date, enter your best estimate.
   a. For a new enrollment, all fields shown should be filled in.
   b. If you have previously started an enrollment or if a contract has been added to your portal by an administrator, you may not be able to edit some fields. Move on from those and fill in all the other fields as completely as possible. (If you notice a mistake in a non-editable field, contact your administrator).
8. In the Contract Information section, please enter your contract Estimated Start Date, Estimated End Date, Contract Value and Description of Work.

9. In the address section, enter a primary address by filling in the fields for address type, street address, city, state, zip, and checking the checkbox “Primary”. You must enter at least one address and it must be marked as primary.

   a. To add a secondary address, click the Add button in the lower right hand corner of the address section. This will open another address section.

   b. To mark a different address as primary, first uncheck the Primary checkbox in the address originally checked as primary, then check the primary checkbox in the new primary address. If you check the Primary box in a different address first, you will get an error message. You first must un-check the original checkbox and then check the new checkbox.

   c. To delete an address, click the delete button at the lower right hand corner of the section containing that address. (Delete will only show when there is more than one address added.)

   d. Note: You cannot delete an address that has already been approved by the administrator. If you try to delete an address which has been approved by AJG Wrap-up Administrator, then you will get the error message: “You cannot delete Address approved by administrator. Please contact AJG Wrap-up administrator.”
10. In the Contact section, add your contacts. You must enter at least one contact and it must be marked as primary. You can also add additional contacts. The same rules around marking as primary, adding and deleting apply for Contact as for address. Please see the address section above for more details.
   a. You must provide a value for your corresponding preferred mode of contact. For example, if you select email as your preferred method of contact, you must provide an email address.

11. In the estimated payroll section, you must enter estimated payroll for at least one worker’s compensation class code. For each class code, select the class code, enter the man hours and the payroll amount.
   a. If editing an existing enrollment or completing an enrollment for an administrator-added contract, the state will be driven off of the project state and will not be editable.
   b. To add another class code, click Add. Once there is more than one class code, the Delete button will also appear, allowing you to delete other records if needed.
12. The Insurance Information section is required, however items a. and b. below are not mandatory (please enter that information if available).
   a. Risk ID # (*This is the ID # assigned to the Contractor by the Rating Bureau that compiles and calculates the EMR*).
   b. Rating Bureau (The organization that compiles Claims history and Payroll to calculate the EMR).
   c. EMR value for current year.
   d. Anniversary Rating Date (MM/DD/YYYY) by when new EMR shall come into effect).
      (Note: Contact your Broker/Producer on your worker’s compensation policy to obtain these details if you do not have them.)
   e. Offsite WC (Worker’s Compensation) Carrier Name
   f. WC (Worker’s Compensation) Offsite Policy Number
   g. Policy Effective Date (mm/dd/yyyy) - Start date of the Policy
   h. Policy End Date (mm/dd/yyyy) – End date of the Policy

13. Before you submit your enrollment information, you must check the confirmation checkbox. (Note: The text in your portal may differ from what is shown in the above screenshot.) After you verify the information is correct, check the checkbox.
   a. Once this checkbox is checked, Signature (print your name) and Date field will be visible. Please add details for sign and date.
   b. If Verification checkbox is not checked before submitting enrollment, then system will give message as “You have not verified the above information.”
   b. If Signature is not entered before submitting Enrollment, then system will give message as “Signature is required.”
Note:
1. If anything is incomplete, a red circle with the number of missing items will be shown on each section.
   a. For example, if five required data points are missing in the Insurance Information section, the
      header shows red circled count for the # of missing data points.
2. Once your Contract is Pending / Enrolled, you cannot make changes to the enrollment for the contract.

Submit Documentation
- As part of your enrollment, you will be required to submit the following supporting documentation:
  o WC Rating and Dec pages (Upload per instructions below)
  o Monthly Payrolls (Completed on-line and due on the 5th of every month for the preceding month)
  o Notice of Completion (When your work has been completed)

- From the home screen, you can access the document section in one of the two ways mentioned below.
  o Select the record of Contract # from the list on the Home Screen, and then click on Documents
    button.
    Or
  o Click on Documents sub-menu under Contract from the left menu on the screen.
    Or
  o Click on Documents button from the Enrollment page to upload document for a given contract.

Documents screen will be opened.
- If you access the documents screen by selecting the contract # from the list on the home page or
  from the Enrollment page, then the contract # will be pre-filled on the top of the screen.

- If you access the screen by clicking on the Documents sub-menu from the left menu, then you
  will need to search the Contract # by providing at least the first three characters of the contract
  number.

On Documents screen, there are three fields: Contract #, Select Form Type and Select File to upload the
document. Refer to the image below.
If there are existing document(s) for selected Contract, the system will display those under Documents section.

To add the documents to the selected Contract, please follow below steps.

1. Select Contract # or, if already displayed, go to step #2.
2. Select the Form Type from available options. Note: One can select multiple form types, i.e. Enrollment and NKLL.
3. To locate the file to upload, browse your local drive by clicking on the Browse button. The file must be on your device or computer from which you are currently accessing the portal.
4. Select the file to upload, and click the Upload File button to upload the file.
5. Once the file is successfully uploaded, that document(s) will be listed in Documents Screen.

You can return to the Home page by clicking on the Home button.

Note:
1. Only PDF or TIFF documents can be uploaded.
2. Once the document(s) are uploaded, the document(s) will be listed in the Documents section. Click on the link in the Document Name column to confirm it is the right document for that contract.
Add Lower Tier Subcontractors

1. For adding your lower tier Subcontractors for the respective contract, please click on Subcontract button. Please refer to the image below.

![Subcontract Screen]

2. To add a new Subcontractor, please make sure to enter:
   i. Expected Start Date – Estimated start date of the subcontract
   j. Please enter Business Name, NOA Status (from the available options in the dropdown), FEIN #, Subcontract Value.
   k. Contract # and Approval Status are read only fields.
   l. Please enter following details for Contact Information and Payroll Contact Information for the subcontract.
      First Name, Last Name, Phone #, Fax # and Email Address.

3. To add another subcontractor; please click on the ADD button. A new subcontract block will be added under the existing section.

4. **DELETE** button is available to delete the subcontractor, if needed.

5. Please verify the information and check the checkbox next to the statement “I have reviewed the information and agree that it is correct” before submitting the subcontractor details.

**Note:**

1. Once subcontract is submitted, system will display the auto generated contract number in the given Contract # field. The Approval Status will also be shown in the Approval Status field.
2. By clicking on Back button on the top-left of the Subcontract screen, the user can go back to the Enrollment screen.
On-line Payroll Reporting Instructions
How to Report Payroll On-Line

- All enrolled Subcontractors **must** submit an On-Site Payroll Report **every month** from the inception of the contract until work is completed. The Payroll report is due on the **5th of every month** for the preceding month’s work.
- Actual Payroll details can be submitted online through the portal [https://ajg.vuewrapup.com/contractorportal/](https://ajg.vuewrapup.com/contractorportal/).

Please follow the steps below to submit the Actual Payroll online.

1. Once logged in to the portal site, the Actual Payroll details can be submitted online by using one of the following two options:
   a. Select the Contract # listed on the Home Screen, then Click on the Payroll button. **NOTE:** If any of your Contract #’s are not listed, please contact your AJG Wrap-up Administrator to check the status of enrollment.
      Or
   b. Click on Payroll sub-menu under Contract from the left menu of the screen.

2. Actual Payroll screen will open. Please see the Actual Payroll Form image on following page.
3. If you selected the Contract # from the Home Screen, the Contract # will be pre-filled on the form. If it is not, you must select the Contract # from the Contract search box above.

4. Report date is the current date, and will be filled by the System.

5. If this is the first payroll report, please enter the Start Date by either manually typing in Date textbox (MM/DD/YYYY), or using the drop down Calendar. Do the same for the End Date. While submitting subsequent payrolls, the System will populate the next calendar day as the Start Date from the previous report. The End Date needs to be entered manually.

6. Signed By textbox will be pre-filled. Title can be manually entered in the Title textbox.

7. On the payroll screen, the WC Code(s) will be filled from the estimated payroll you submitted during enrollment.

8. If you need to add another WC code, click on the green plus button located above the Reported Payroll column.

9. In the WC Code box, enter the WC Code followed by the Description in the next field. In addition, you can delete a selected WC Code by clicking the Delete (x) icon located above the Reported Payroll column. **Note:** You must leave a note in the notes field explaining to the administrator why you are entering payroll for a class code not included on your enrollment.

10. Click the Man Hours field to enter the correct hours. Enter the Gross Payroll that includes unburdened overtime pay.

   **Remember:** If there are no hours worked for a WC code for that month, enter zero (0).

11. Reported Payroll does not include the premium (excess) portion of any Overtime pay. (i.e. 48 hours. x 24.00$/hr. = $1,152, do not include the premium overtime pay of $12.00 for the 8 hours of overtime). The states of PA, NV, UT, DE and applicable WC monopolistic states require the entire unburdened overtime portion as Reportable Payroll. If you are unsure whether to include the unburdened overtime portion as Reportable Payroll, you can find the information in your CCIP manual, or by calling the AJG Wrap-up Administrator.

12. If a WC Code is entered which was not included in the original Estimated Payroll section on Enrollment Application, a Note explaining the reason for the same must be added before saving the Actual Payroll.

13. If Reported Payroll is less than Man Hours then system will give the message as “**Reported payroll should be more than man hours.**”

14. If Reported Payroll is less than Gross Payroll then system will give the message as “**Reported payroll can never be greater than gross payroll.**”

15. If Payroll Start Date is before Project or Contract Start Date then system will give message as “**Payroll cannot be entered before the Project Start date / Contract Start date, which is [DATE]. Please contact AJG Wrap-up Administrator for assistance.**”

16. After all the required information has been entered, click Submit button. Please note: Once the payroll information has been submitted it cannot be changed. You must contact the AJG Wrap-up Administrator for changes.

17. To print, click Print button on the top right corner of Actual Payroll screen. A PDF file will open displaying the details of the submitted Actual Payroll.
**Certificate of Liability Insurance**

**Producer**

<table>
<thead>
<tr>
<th>Name</th>
<th>Your Agent's Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>Your Agent's Phone Number</td>
</tr>
<tr>
<td>Fax</td>
<td>Agent's Fax #</td>
</tr>
<tr>
<td>Address</td>
<td>Your Agent's E-mail address</td>
</tr>
</tbody>
</table>

**INSURED**

<table>
<thead>
<tr>
<th>Name</th>
<th>Your company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td></td>
</tr>
</tbody>
</table>

**COVERAGES**

- **GENERAL LIABILITY**
  - COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: OCCUR
  - CLAIMS-MADE: OCCUR
  - Your Policy #: mm/dd/yyyy
  - Limits: $1,000,000

- **AUTOMOBILE LIABILITY**
  - ANY AUTO ALL OWNED AUTOS
  - SCHEDULED AUTO NON-OWNED AUTOS
  - Your Policy Number: mm/dd/yyyy
  - Limits: $1,000,000

- **UMBRELLA LIABILITY**
  - EXCESS LIABILITY
  - OCCUR
  - CLAIMS-MADE

**Workers' Compensation and Employer's Liability**

- **A**
  - N/A
  - Your Policy #: mm/dd/yyyy
  - Limits: $1,000,000

**Description of Operations / Vehicles / Additional Risks**

The city and county of Denver, a municipal corporation of the state of Colorado, its officers, directors, employees and agents are additional insureds per endorsement equivalent to ISO Form CG 2038. Coverage is primary and non-contributory. Waiver of Subrogation is included for the General Liability, Workers' Compensation per Endorsements # attached.

**Certificate Holder**

City and County of Denver

c/o Arthur J. Gallagher RMS, Inc./Gallagher RBCIP Group

12444 Powerscourt Drive

St. Louis, MO 63131

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

Your Agent's Signature

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
Instructions for Completing the

First Report of Injury
(Form follows these instructions)

Please read all pages }
Note, the actual fillable PDF is attached as a separate document

This is TBD Telephone Reporting Worksheet and will be used to file the Workers’ Compensation Claim electronically by TBD.

This form is “fillable.” That means you can type the information onto the form from your computer and print the form. To save the form to your computer’s hard drive, save it as a pdf with a unique name, then you can clear the form for the next incident.

Use numbers only to fill in the fields for Social Security #, phone numbers and dollar amounts. If a dollar amount contains cents, do type the period. To fill in a check box, click inside the box with your mouse. Some check boxes require you to select only one answer; you cannot check both. The “Injury Description”, “Name of Witness”, and “Name of Doctor” fields have a gray border to indicate how many lines you have to type in. Use the tab key to navigate to the next field.
INSTRUCTIONS

This form contains all items requested on OSHA Form No. 301, "Injuries & Illnesses Incident Report"

General
- All injuries no matter how trivial must be reported to your insurance company.
- All injuries or occupational diseases which result in lost time from work in excess of three shifts or calendar days, or in permanent physical impairment, must be reported to your insurance carrier on this form within ten days after notice of knowledge of the injury or disease. Fatalities must be reported to your insurance carrier immediately.
- Forms should be typed or printed legibly.
- All questions must be answered completely to meet requirements of the Colorado Workers' Compensation Act and to conform to the OSHA requirements for Form No. 301.
- The employer has the right in the first instance, to select the physician who attends the injured employee.

Calculation of Average Weekly Wage
- Determine the weekly wage rate.
- Add the average weekly amount of any overtime wages, tips or commissions.
- Add the average weekly value of any board, rent, housing, or lodging provided by the employer if the employer will not be paying such benefit during the period of disability.
- If the employee is covered by group health insurance and the employer does not continue the employee's health insurance coverage during the period of disability, add the employee's cost of conversion to a similar or lesser insurance plan and include this cost in the average weekly wage computation.
- Compute the total from the above categories and insert in the Average weekly wage at time of injury field.

Injury Date Information
In the case of an occupational disease, use the date of the last injurious exposure.

Notes
Are Wages continued per C.R.S. 8-42-124?1
(Subject to application with and approval of the Director of the Colorado Division of Workers' Compensation)

1 Any employer who, by separate agreement, working agreement, contract of hire, or any other procedure, continues to pay a sum in excess of the temporary total disability benefits to an employee temporarily disabled as a result of a work related injury or disease, and has not charged the employee with any earned vacation leave, sick leave, or other similar benefits, shall be reimbursed if insured by an insurance carrier or shall take credit if self-insured, to the extent of all monies that such employee may be eligible to receive as compensation for temporary partial or temporary total disability subject to the approval of the Director of the Colorado Division of Workers' Compensation.

Injury Description (Tell us the part of the body that was affected. Tell us the nature of the injury/illness. What was the employee doing just before the accident occurred? What happened? What object or substance directly harmed the employee?)

2 Be more specific than "hurt", "pain", or "sore." Examples: "strained back," "chemical burn, hand," "carpal tunnel syndrome."

3 Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials," "spraying chlorine from hand sprayer," "dental computer key-entry."

4 Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet," "worker was sprayed with chlorine when gasket broke during replacement," "Worker developed soreness in wrist over time."

5 Examples: "concrete floor," "chlorine," "radial arm saw." If this question does not apply to the incident, leave it blank.

Notices

You are hereby notified that if a child support obligation is owed, compensation benefits may be attached and payment of the child support obligation may be withheld and forwarded to the obligee pursuant to sections 8-42-124 and 26-13-122(4), C.R.S. You are further notified that you must provide written notice of any award for social security, pension, disability or other source of income that might reduce your compensation benefits. This notice must be sent to the insurance carrier or self-insured employer within 20 days after learning of the payment or award. Failure to report may result in suspension of your benefits pursuant to section 8-42-113.5, C.R.S.

C.R.S. Section 10-1-128(6) (a) states: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purposes of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

WC 1 Rev 01/06

WC 8062r (1-06)
**WORKERS' COMPENSATION TELEPHONE REPORTING WORKSHEET**

**THINGS TO REMEMBER WHEN COMPLETING THE INFORMATION BELOW.**

Call the Telephone Reporting Center to quickly and easily report all Workers' Compensation injuries. We will be asking you the following questions, so please have the information handy. We will produce and submit the necessary state forms.

**DO NOT DELAY IN CALLING IF YOU DO NOT HAVE ANSWERS TO ALL THE QUESTIONS.**

### ACCOUNT / ACCIDENT INFORMATION

<table>
<thead>
<tr>
<th>Caller's Phone Number / Extension</th>
<th>Caller's Title</th>
<th>Caller's Name</th>
<th>Reporting State</th>
</tr>
</thead>
</table>

| Subcontractor/Subsidiary Name | Subcontractor's Address (Street, City, State & Zip) | Subcontractor's Mailing Address (Street, City, State & Zip) | Same |

**Did the Accident Occur at the Location Address?**

- [ ] Yes
- [x] No

**Parent Company/Insured's Name**

City and County of Denver; Program Identifier: CCD ROCIP

### LOCATION CODE

<table>
<thead>
<tr>
<th>Code</th>
<th>Policy/Parcel and Number</th>
<th>Nature of Business</th>
</tr>
</thead>
</table>

**Date of Injury**

**Time of Injury**

**Accident Description**

### EMPLOYEE INFORMATION

| Injured Employee's Social Security Number | Employee's Name (First, M/Last) | Gender
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>[ ] Male  [ ] Female</td>
</tr>
</tbody>
</table>

**Date of Birth**

**Employee's Mailing Address**

**Employee's Home Phone Number**

**Employee's Home Address (If Different From Mailing)**

### EMPLOYEE JOB INFORMATION

<table>
<thead>
<tr>
<th>Employment Status Code</th>
<th>Full-Time</th>
<th>Part-Time</th>
<th>Other</th>
</tr>
</thead>
</table>

**Employer's Name**

**Employer's Home Office**

**Employer's Work Schedule**

<table>
<thead>
<tr>
<th>Regular Work Hours</th>
<th>Hourly</th>
<th>Daily</th>
</tr>
</thead>
</table>

**Employee's Wage Information**

- [ ] Hourly $ __________
- [ ] Annual $ __________
- [ ] Weekly $ __________

**Date of Hire or Length of Employment**

**Supervisor's Name**

**Supervisor's Phone Number**

**Best Hours to Contact**

### ACCIDENT INFORMATION

<table>
<thead>
<tr>
<th>Date Claim Reported to Employer</th>
<th>Did Employee Lose Any Time from Work</th>
<th>Is the Employee Back at Work?</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Yes  [ ] No</td>
<td>[ ] Yes  [ ] No</td>
<td>[ ] Yes  [ ] No</td>
</tr>
</tbody>
</table>

**Return to Work Status**

- [ ] Light  [ ] Modified  [ ] Regular

**Date Employee Last Worked**

**Was Injury Fatal?**

- [ ] Yes  [ ] No

**Cause of Accident (Ex: Slippery, Lifting, Chemical)**

**Equipment, Material or Substance Involved**

**Do You Question the Validity of the Claim?**

- [ ] Yes  [ ] No

**Witness Information (Others Involved)**

<table>
<thead>
<tr>
<th>Name (First, M/Last)</th>
<th>Address</th>
<th>Phone Number</th>
</tr>
</thead>
</table>

**CONTINUED ON REVERSE SIDE**

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Version 1 8/1/2018
INJURY INFORMATION

PART OF BODY INJURED (E.G., HEAD, NECK, ARM, LEG)

NATURE OF INJURY (E.G., FRACTURE, BRAIN, LACERATION)

PRIOR INJURY OR PRE-EXISTING CONDITION(S) (IF YES, DESCRIBE)
  □ YES  □ NO

TREATMENT FOR ALL THAT APPLY
  □ FIRST AID —  TREATMENT AND DATE OF 1ST TREATMENT

□ HOSPITAL/CLINIC —  NAME, ADDRESS, PHONE NUMBER, PHYSICIAN NAME, TREATMENT, DATE OF 1ST TREATMENT, LENGTH OF STAY, AMBULANCE USED?

□ PHYSICIAN —

WAS EMPLOYEE TREATED IN AN EMERGENCY ROOM?
  □ YES  □ NO

WAS EMPLOYEE HOSPITALIZED OVERNIGHT AS AN IN-PATIENT?
  □ YES  □ NO

SEE WORKERS' COMPENSATION - FIRST REPORT OF INJURY - STATE SPECIFIC QUESTIONS FOR YOUR INDIVIDUAL STATE.

CUSTOMER SPECIFIC INFORMATION

ADDITIONAL COMMENTS & INFORMATION

C-23437 Rev. 9/02 (Back)
City and County of Denver
CCD ROCIP
GENERAL LIABILITY LOSS REPORT

DESIGNATED PROJECT: [Abstract]

Contractors Email to Devron.McMillin@denvergov.org and to Kendall_trump@aig.com within 24 hours of incident. Once complete, CCD will submit to Arthur J. Gallagher. Contact AJG by telephone at (303) 773-9999 about any case involving bodily injury / fatality, extensive property damage, or lawsuit.

<table>
<thead>
<tr>
<th>POLICY HOLDER / COMPANY NAME</th>
<th>Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY AND COUNTY OF DENVER; PROGRAM IDENTIFIER: CCD ROCIP – TIER I NATIONAL WESTERN CENTER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finance officer/Risk Mgt</td>
<td>201 W. Colfax Ave</td>
<td>Denver</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TIME AND PLACE OF ACCIDENT</th>
<th>Date of Accident</th>
<th>Hour</th>
<th>A.M.</th>
<th>P.M.</th>
<th>Location of Accident</th>
<th>Date Notified of Loss</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION OF ACCIDENT</th>
<th>Full description and cause of accident (Attach photos, if available)</th>
</tr>
</thead>
</table>

Was accident caused by employee of subcontractor? ☐ Yes ☐ No
Name of subcontractor
Address
Street
City
State & Zip Code

Who owns premises where accident occurred? Does your lease or contract contain any provision regarding injuries?

<table>
<thead>
<tr>
<th>WITNESSES (VERY IMPORTANT)</th>
<th>Names</th>
<th>Addresses</th>
<th>Street</th>
<th>City</th>
<th>State &amp; Zip Code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>INJURED PERSON AND INJURIES</th>
<th>Name of person injured</th>
<th>Age</th>
<th>☐ Married</th>
<th>☐ Single</th>
<th>Address</th>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Phone Number</th>
</tr>
</thead>
</table>

Nature and extent of injuries

Name of doctor or hospital
Address
Street
City
State & Zip Code

By whom is injured person employed? Did injured person lose time from work as a result of this injury? Has injured returned to work?

<table>
<thead>
<tr>
<th>DAMAGE TO PROPERTY OF OTHERS</th>
<th>Names</th>
<th>Addresses</th>
<th>Street</th>
<th>City</th>
<th>State &amp; Zip Code</th>
</tr>
</thead>
</table>

Kind of property
Phone Number

Where may property be seen? Estimated cost of repairs

Do you think a claim will be made against you? ☐ Yes ☐ No
By whom?

Date of this report Signed

Version 1 8/1/2018
PROCEDURE FOR FILING A NOTICE OF CLAIM AGAINST THE CITY AND COUNTY OF DENVER

(For any party who may want to make a claim for any accident or incident involving the City and County of Denver)

1. Write and file a Notice of Claim (letter) that complies with the provisions of the Colorado Governmental Immunity Act notice requirements found in §24-10-109, 7B (2003), as amended and may be further amended by the legislature.

2. Mail or deliver your Notice of Claim to:

   Mayor Michael Hancock
   1437 Bannock Street, Room 350
   Denver, CO 80202

3. The Mayor’s Office will forward your Notice of Claim to the Denver City Attorney’s Office. You will receive a letter, which will provide Denver’s claim number and the investigator’s name and phone number.

4. If you have any questions about your claim contact the Denver International Airport Risk Management Department at 303.347-2151.

24-10-109. Notice required - contents - to whom given - limitations. Statute text

(1) Any person claiming to have suffered an injury by a public entity or by an employee thereof while in the course of such employment, whether or not by a willful and wanton act or omission, shall file a written notice as provided in this section within one hundred eighty days after the date of the discovery of the injury, regardless of whether the person then knew all of the elements of a claim or of a cause of action for such injury. Compliance with the provisions of this section shall be a jurisdictional prerequisite to any action brought under the provisions of this article, and failure of compliance shall forever bar any such action.

(2) The notice shall contain the following:

(a) The name and address of the claimant and the name and address of his attorney, if any;

(b) A concise statement of the factual basis of the claim, including the date, time, place, and circumstances of the act, omission, or event complained of;

(c) The name and address of any public employee involved, if known;

(d) A concise statement of the nature and the extent of the injury claimed to have been suffered;

(e) A statement of the amount of monetary damages that is being requested.
(3) If the claim is against the state or an employee thereof, the notice shall be filed with the attorney general. If the claim is against any other public entity or an employee thereof, the notice shall be filed with the governing body of the public entity or the attorney representing the public entity. Such notice shall be effective upon mailing by registered mail or upon personal service.

(4) When the claim is one for death by wrongful act or omission, the notice may be presented by the personal representative, surviving spouse, or next of kin of the deceased.

(5) Any action brought pursuant to this article shall be commenced within the time period provided for that type of action in articles 80 and 81 of title 13, C.R.S., relating to limitation of actions, or it shall be forever barred; except that, if compliance with the provisions of subsection (6) of this section would otherwise result in the barring of an action, such time period shall be extended by the time period required for compliance with the provisions of subsection (6) of this section.

(6) No action brought pursuant to this article shall be commenced until after the claimant who has filed timely notice pursuant to subsection (1) of this section has received notice from the public entity that the public entity has denied the claim or until after ninety days has passed following the filing of the notice of claim required by this section, whichever occurs first.

**CCD ROCIP**

**BUILDERS RISK CLAIMS**

<table>
<thead>
<tr>
<th>DESIGNATED PROJECT:</th>
<th>Enter Project Here</th>
<th>Stockyard Event Center</th>
</tr>
</thead>
</table>

1. Take immediate steps to protect property from further damage, securing temporary board-up service if necessary. Keep records of all expenses related to your loss. **Secure all damaged equipment or parts for cause of loss and subrogation investigation by the Insurance Carrier.**

2. List all items damaged or stolen. If original purchase invoices are available, accumulate for the claim representative.

3. Call police department, if appropriate. Please note that your policy requires that all theft losses MUST BE reported to the police.

4. Save any damaged property for examination by the insurance company.

5. If a third party is responsible for the damage, obtain their name, address and telephone number or, if applicable, the make of vehicle and license plate number.

6. Complete the attached Incident Report and email to Kendall Trump at A. J. Gallagher at Kendall_trump@ajg.com or fax to 303.889.2571 within 24 hours.
**CCD ROCIP**

**BUILDERS RISK LOSS REPORT**

Email to Arthur J. Gallagher: [Kendall_Trump@ajg.com](mailto:Kendall_Trump@ajg.com) or fax to (303) 889-2571 within 24 hours of incident.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>City and County of Denver, ROCIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>Street</td>
</tr>
<tr>
<td></td>
<td>201 W. Colfax Ave</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Loss or Accident</th>
<th>Month</th>
<th>Day</th>
<th>Year</th>
<th>Time</th>
<th>A.M.</th>
<th>P.M.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Location where loss or accident occurred</th>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Cause of loss (i.e., fire, wind, theft, etc.)</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Describe how loss or accident occurred</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>General description of property (Attach photos or inventory if appropriate)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>If caused by burglary, theft or vandalism, was loss reported to police?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If yes, police address and case number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Estimate of entire loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Estimated salvage value of damaged articles</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Which fire department(s) attended?</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of person reporting claim</th>
<th>Phone number &amp; Email</th>
</tr>
</thead>
</table>