



Understanding City of Austin ROCIP Program

A Minority Perspective

An electronic handbook
compiled and edited by
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Background

ROCIP – Rolling Owner Controlled Insurance Program is a specialized insurance program provided by OWNER for specifically identified Capital Improvements Program (CIP) projects.

The program has been in place for city projects since 1996. It is currently in Phase 7 to cover projects from start to finish between 2017 and 2023. In the beginning, projects over \$2 million were included in the program, and the threshold has been increased to \$5 million in recent years. However not all projects over \$5 million will be enrolled in the program depending on the nature of each project.

ROCIP Mission Statement – City of Austin

“We have a responsibility to our community, city leadership, and the State of Texas to create a program for our capital improvement projects that reflect our commitment to safety. The men and women who work with us throughout the City not only have the right to a safe and healthy workplace but to work with a City striving to become the benchmark for all safety and health programs throughout the State of Texas.

We have a sense of urgency regarding the safety and health of our contractors. This urgency will distance us from a reactionary and statutory based approach to a new progressive leadership style approach. This approach will be the driving force behind our safety and health program. We will provide mechanisms for increased hazard awareness, employee involvement, local management ownership, and more City management visibility. This will foster open and clear communication concerning management visibility. This will foster open and clear communication concerning workplace safety and allow us to more closely monitor conditions in the workplace and integrate safety and health into the normal flow of business as well as improve hazard awareness of our contractors.

The safety and health of our contractors and their employees is an investment and not a cost. Implementation of this program will result in the City of Austin leading the way in the health and safety arena within the State of Texas.

We will set a standard or excellence in health and safety for others to follow.”

ROCIP Approach

- Single Insurance Program
- Consistent Coverage/Limits
- Minimize Cross Litigation
- Mitigates Horizontal Exhaustion

- Enable Small Contractors to Bid
- Ensures Insurance Compliance
- Cost Efficiencies

ROCIP Administration Phases

Pre-Construction

- Pre-bid & Pre-Construction Meetings
- Development and Distribution of ROICP Documentation
- MWrap Set-Up (Portal to set up an account to enroll in the program)

Construction

- Ongoing Subcontractor Education
- Subcontractor Enrollment
- ROCIP COI (Certificate of Insurane) Issuance
- Sub COI Review & Tracking (Auto only)
- Payroll & Work-Hour Tracking
- City & Subcontractor Inquiries
- Regular Status Reports
- Annual Stewardship Meetings

Post Construction

- Individual Subcontractor Closeout
 - Review for submission of Final Payroll
 - Termination Letter
- Project Closeout
- ROCIP Closeout

What Does ROCIP Cover?

The Owner will furnish the following coverage for the benefit of all Contractors, Subcontractors and Subsubcontractors and their eligible employees, performing Work at the Project Site:

1. Workers' Compensation & Employer's Liability:

Coverage: Statutory limits required by the Workers' Compensation laws of the applicable jurisdiction, including monopolistic states, with Employer's Liability.

Part One: Workers' Compensation: Statutory Limits

Part Two: Employer's Liability: Annual Limits per Insured

- Bodily Injury by Accident: \$1,000,000 each accident

- Bodily Injury by Disease: \$1,000,000 each employee
- Bodily Injury by Disease: \$1,000,000 policy limit

2. Commercial General Liability: Coverage: Third Party Personal Injury, Bodily Injury and Property Damage Liability.

Annual Limits of Liability Shared by all Insured

- General Aggregate Limit \$ 4,000,000
- Products/Completed Operations Aggregate \$ 4,000,000
- Personal/Advertising Injury Aggregate \$ 2,000,000
- Each Occurrence Limit \$ 2,000,000
- Damage to Premises Rented to You (any one premises subject to occurrence limit) \$ 1,000,000
- Medical Expenses (any one person; subject to occurrence limit) \$ 10,000

Note: Aggregate limits will be reinstated annually during the 5 year program period. For 10 years Completed Operations Extension, the Products Completed Operations Aggregate will be shared with the latest annual policy period during which a policy issued was in effect.

Contractor's and Subcontractor's Obligation: The first five thousand dollars (\$5,000) of any insurable general liability property damage loss will be the responsibility of and paid by the Contractor and deducted from the contract amount.

3. Umbrella/Excess Liability: (Excess of Primary Commercial General Liability and Employer's Liability) Annual Limits of Liability Shared by all Insured

- Each Occurrence Limit \$50,000,000
- Products/Completed Operations Aggregate \$50,000,000
- Other Aggregate (where applicable) \$50,000,000

Note:

- Additional limits above Commercial General Liability and Employer's Liability limit.
- Annual reinstatement of limits (except Products/Completed Operations Extension)
- Ten (10) Year Products & Completed Operations Extension (single aggregate)

What Is Not Covered?

ON-SITE EXPOSURES NOT COVERED UNDER THE ROCIP VII:

1. Automobile: Ownership, maintenance, and operation of vehicles, except mobile construction equipment as defined in the policy.
2. Aircraft: Ownership, maintenance, and operation of aircraft.
3. Builders Risk: All materials, equipment and supplies intended for specific installation in the Project.
4. Marine/Watercraft: Ownership, maintenance, and operation of watercraft
5. Pollution Liability: Coverage for all costs to restore damage/clean-up pollution to air, land, and waterways.
6. Property Coverage: Coverage for Contractor's/Subcontractor's personal property, tools and equipment, whether owned, leased, or rented by Contractor/Subcontractor.

Communications/Cooperation

1. ROCIP VII Administrator/Contractor Communications The ROCIP VII Administrator will communicate directly with all Contractors and Subcontractors to arrange and administer the insurance coverages.
2. Cooperation with ROCIP VII Administrator and Insurers Contractor and Subcontractors shall cooperate fully with the ROCIP VII Administrator and insurers. All communications from the ROCIP VII Administrator and insurers shall be considered Owner communications. Contractor and Subcontractors shall respond accordingly.

Obtaining the Insurance

Each Enrolled Contractor and Subcontractor will be issued an individual workers' compensation policy. The ROCIP VII Administrator will provide a Certificate of Insurance evidencing workers' compensation, general liability and excess liability insurance to each Enrolled Contractor and Subcontractor, each of whom will be a named insured on the policies. Other documentation including forms, posting notices, etc., will be furnished to each Enrolled Contractor and Subcontractor. Complete copies of policies will be furnished to an authorized representative of each Enrolled Contractor and Subcontractor on request.

Required Coverage

1. Business Automobile Liability (for operations at and away from the Project-Site)

Coverage: Bodily Injury and Property Damage for all Owned, Hired and Non-owned automobiles, trucks and trailers with coverage not less than that of a Commercial Business Automobile Liability

Policy Combined Single Limit: \$500,000 Per Occurrence (or as indicated in document 00810 based on Contractor, Subcontractor, or Subsubcontractor terms)

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

- a. Waiver of Subrogation endorsement CA 0444;
- b. 30 day Notice of Cancellation endorsement CA 0244; and
- c. Additional Insured endorsement CA 2048.

2. Workers' Compensation And Employers' Liability Insurance (for operations away from the Project Site)

Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401)

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

- \$1,000,000 bodily injury per accident
- \$1,000,000 bodily injury by disease policy limit
- \$1,000,000 bodily injury by disease each employee. (or as indicated in document 00810 based on Contractor, Subcontractor, or Subsubcontractor terms)

CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:

- a. Waiver of Subrogation, form WC 420304; and
- b. 30 day Notice of Cancellation, form WC 420601 3.

Commercial General Liability Insurance (for operations away from the Project Site) (as specified by Supplemental General Conditions / 00810) The Policy shall contain the following provisions:

- a. Contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
 - b. Completed Operations/Products Liability for the duration of the warranty period.
 - c. Explosion, Collapse and Underground (X, C & U) coverage.
 - d. Independent Contractors coverage (Contractors/ Subcontractors work).
 - e. Aggregate limits of insurance per project, endorsement CG 2503.
- a) f) OWNER listed as an additional insured, endorsements CG 2010 and CG 2037 or equivalent. CITY OF AUSTIN ROLLING OWNER

CONTROLLED INSERT PROJECT # AND PROJECT NAME ROCIP VII
INSURANCE MANUAL MARSH 10

- b) g) 30 day notice of cancellation in favor of OWNER, endorsement CG 0205.
- c) h) Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404. Provide coverages A&B with minimum limits as follows: \$1,000,000 Combined bodily injury and property damage limit / minimum per occurrence \$2,000,000 minimum aggregate (or as indicated in document 00810 based on Contractor, Subcontractor or Subsubcontractor limits)

Contractor/Subcontractor Furnished Insurance Coverages

In addition to the insurance provided by the Owner pursuant to the ROCIP VII, Contractor, Subcontractor and Sub-subcontractors are required to maintain insurance coverages that protect the Owner from liabilities arising from off-site operational exposures, lines of coverage not provided by the ROCIP VII, and operations of excluded parties performed in connection with this Contract.

Verification of insurance in place and compliance with coverages and limits required by contract of Contractor, Subcontractor and Sub-subcontractors may be submitted in the form of a Certificate of Insurance to the Owner in care of Marsh USA Inc. Sample of acceptable certificates of insurance are provided within this section

Certificate Of Insurance General Requirements

1. General Information

The Contractor and associated Subcontractors shall provide a Certificate of Insurance to the ROCIP VII Administrator showing each of the required coverages, in the proper amounts, as specified in Supplemental General Conditions / 00810, and are responsible for seeing that updated certificates are filed with the ROCIP VII Administrator as coverages expire and are renewed.

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

Contractors are responsible for monitoring and providing their Subcontractors certificates to the ROCIP VII Administrator, Inc. before Subcontractors are enrolled in the ROCIP VII. The Owner reserves the right to approve or disapprove the utilization of any Subcontractor unable to meet the required insurance coverages and limits.

The limits, as stated in Supplemental General Conditions / 00810, for those insurance coverages required of the Contractor and Subcontractors are minimum limits and are not intended to limit any coverages the Contractor and Subcontractors may secure for work performed under this Contract.

2. Notice of Cancellation

Thirty-day (30) written notice shall be provided to the Owner regarding any change in or cancellation of contractor-furnished insurance.

3. Additional Insured Each required liability insurance policy shall be endorsed to show the Owner, Contractor, (and certain others named in the Agreement) as additional insureds.

ROCIP Administrator

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

2. Cooperation with ROCIP VII Administrator and Insurers Contractor and Subcontractors shall cooperate fully with the ROCIP VII Administrator and insurers. All communications from the ROCIP VII Administrator and insurers shall be considered Owner communications. Contractor and Subcontractors shall respond accordingly.

How to Report a Claim

Workers' Compensation (Worker/Employee Injury), General Liability (Third Party Bodily Injury or Property Damage), Automobile (notice only) and Pollution (notice only).

The immediate reporting of all accidents or circumstances which might lead to or involve a Claim is required. Report all injuries, occupational-related illnesses, third party bodily injury or property damage to the General Contractor Claim Contact immediately.

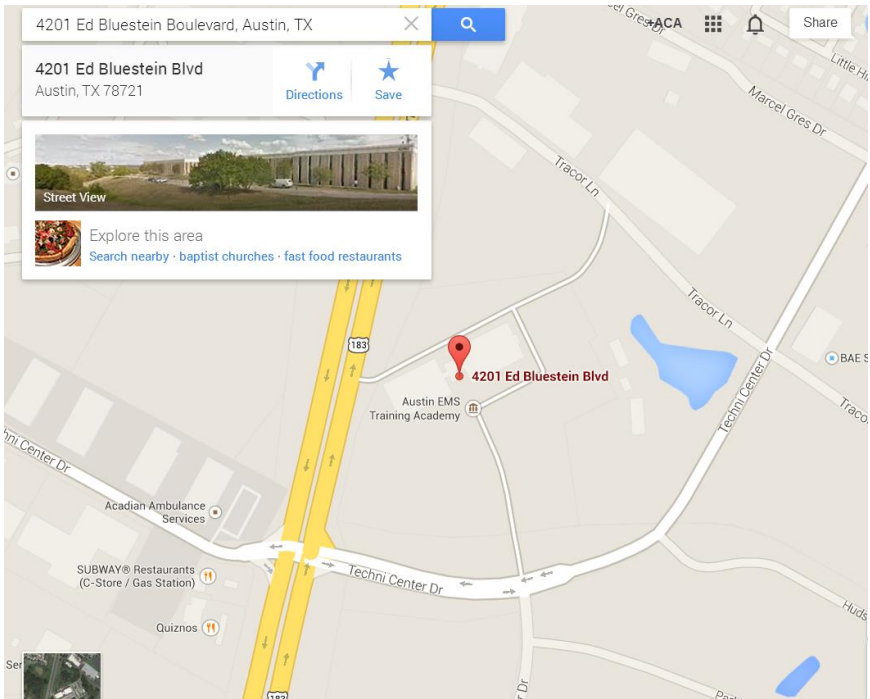
All Parties will instruct employees and other personnel to report, in writing, within 24 hours all Accidents and Occurrences of any type to the General Contractor Claim Contact.

Overview of Claims Reporting Process

Action Required	Responsible Party	Form
1. Accident/Injury occurs		
2. On-Site Supervisor is notified	Parties involved	
3. Claim form is completed	On-Site Supervisor	GL or WC Claim Report
4. If injury, worker is sent for medical treatment with authorization form	On-Site Supervisor, Injured Worker	Authorization for Medical Treatment
5. Claim form is provided to GC Claim Contact within 24 hours	On-Site Supervisor	GL or WC Claim Report
6. GC Claim Contact reports claim to insurance carrier immediately by phone to: Liberty Mutual 1-800-362-0000	GC Claim Contact	GL or WC Claim Report
7. Completed form faxed to: Anthony Pleasant, ROCIP Safety @ 512-974-3411 Kevin McClelland, ROCIP Claims Advocate @ 214-303-8014	GC Claim Contact	GL or WC Claim Report

Maps and Directions --- ACA and SMBR

Heading south on Highway 183 – continue on S. Hwy 183. You will pass MLK, and 51st St. Make a left on Techni Center Dr. and another left at the light. Keep going straight to enter the parking lot located at the back of the office building. Go down a flight of stairs to enter the lobby to sign in. SMBR and ACA are on the second floor. ACA is located inside SMBR in room #2105.



ACA Member Services

1. Business and Technical Consultation
2. Minority Business Enterprise Certification Application, Renewal and Profile Change Process
3. Asian Subcontractor/Sub-consultant Referral Services
4. Upcoming Bid/Event Notifications
5. How to Use COA Vendor Connection
6. Plans Room Services
7. Plan Reading, Cost Estimating Consultation (RSMMeans)
8. Proposal Writing and Bid Submission
9. Assist Vendors in Navigating City Procurement Processes
10. Contract Compliance and Contract Review
11. M/WBE Program Ordinance and Compliance Plan Orientation
12. Translations
13. Liaison Services Between Vendors and City Departments
14. Research Assistance of Current and Past City Solicitations and Winning Proposals
15. Collective Representation to Improve Asian Vendor Utilization

Asian Contractor Association

A non-profit organization serving Asian businesses
in the Greater Austin Metro Area since 2001

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