

APPENDIX 18

INSURANCE REQUIREMENTS

18-A OCIP Insurance Manual

18-B OCIP Cost Savings Model

APPENDIX 18

INSURANCE REQUIREMENTS

1. PROJECT CONSTRUCTION PERIOD

(a) Owner Provided Insurance Policies

COVERAGE	WORKERS' COMPENSATION/EMPLOYERS' LIABILITY COMPLIANT WITH COLORADO STATUTE (OCIP)
Named Insured:	Owner; Developer; each Contractor eligible for enrollment in the Owner-Controlled Insurance Program (excluding any Concessionaire and its subcontractors of any tier)
Limits:	Workers' Compensation: Statutory Employers' Liability: US\$1 million per occurrence US\$1 million disease per employee US\$1 million disease policy limit
Deductible:	Not to exceed \$250,000 per occurrence.
Policy Term:	Commencing on the date of issuance of NTP 1 and ending on the Project Substantial Completion Date.
Additional Terms:	Voluntary compensation endorsement Waiver of subrogation as required by the Agreement Where applicable, endorsed to cover US Longshore and Harbor Workers Act, and Jones Act 60 days' notice of cancellation (except 10 days for non-payment of premium)
Insurer:	Admitted / authorized in the State of Colorado; AM Best rating of AX or better
COVERAGE	COMMERCIAL GENERAL LIABILITY, ISO FORM CG 00 01 OR EQUIVALENT (OCIP)
Named Insured:	Owner; Developer and each Contractor eligible for enrollment in OCIP (excluding any Concessionaire and its subcontractors of any tier), but only with respect to liability arising out of the Project
Additional Insured:	Others where required by written contract
Policy Limits:	US \$2 million per occurrence

	<p>US \$4 million general aggregate</p> <p>US \$4 million completed operations aggregate</p>
Deductibles:	Not to exceed US\$500,000 per occurrence.
Policy Term:	Commencing on the date of issuance of NTP 1 and ending on the Project Substantial Completion Date, provided that products and completed operations coverage shall be in effect through the Statute of Repose.
Additional Terms:	<ul style="list-style-type: none"> ▪ Primary and non-contributory to any insurance or self-insurance otherwise available to insured parties ▪ All limits dedicated to the Project ▪ No exclusions for explosion, collapse, or underground (XCU) ▪ No exclusions for cross-liability between named insureds and/or additional named insureds ▪ Additional insureds covered for completed operations to the same extent as the Named Insured(s) when required by written contract. ▪ Waiver of subrogation provided in favor of additional insureds when required by written contract. ▪ Liability covers acts or omissions of Developer's employees engaged in the work and employees of Contractors ▪ 60 days' notice of cancellation (except 10 days for non-payment of premium) ▪ Coverage will be provided to demolition contractors. ▪ Non-vitiating clause
Insurer:	Admitted / authorized in the State of Colorado; AM Best rating of AX or better
COVERAGE	EXCESS LIABILITY (OCIP)
Named Insured:	Owner; Developer and each Contractor eligible for enrollment in OCIP (excluding any Concessionaire and its subcontractors of any tier), but only with respect to liability arising out of the Project

Policy Limits:	US \$200 Million per occurrence and in the aggregate. Limits will be project specific.
Policy Term:	Commencing on the date of issuance of NTP 1 and ending on the Project Substantial Completion Date, provided that products and completed operations coverage shall be in effect through the Statute of Repose.
Additional Terms:	<ul style="list-style-type: none"> ▪ Follows form of Employers Liability and Commercial General Liability
COVERAGE	PROPERTY INSURANCE IN EXCESS OF BUILDERS' RISK
Form:	All Risk
Named Insured:	Owner
Loss Payees:	Developer and each Contractor eligible for enrollment in OCIP (excluding any Concessionaire and its subcontractors of any tier), but only with respect to liability arising out of the Project
Policy Limit:	Replacement value
Sub Limits:	<ul style="list-style-type: none"> ▪ Offsite storage \$10 million ▪ Expediting expenses/extra expense \$10 million ▪ Demolition, increased cost of construction including undamaged property \$25 million ▪ Debris removal \$25 million ▪ Professional fees \$25,000
Additional Terms:	<ul style="list-style-type: none"> ▪ Civil authority or ingress/egress clauses ▪ Insurance company cancellation 60 days' notice (except 10 days for non-payment of premium) ▪ Design error/faulty workmanship exclusion, except ensuing loss not otherwise excluded is covered (LEG 2/96) ▪ No region-specific exclusions ▪ Non-subrogation against Named Insured and Additional Insured
Insured Perils:	All risk of direct physical loss or damage, including fire, lightning, explosion, collapse, flood, sinkhole, boiler & machinery, and certified act of terrorism under TRIPRA 2015
Insured Property:	All real and personal property of every description

Deductible / Self-Insured Retention:	Physical damage: Not to exceed \$250,000 per occurrence
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(b) Developer -Provided Insurance Policies

COVERAGE	BUILDERS RISK
Form:	Builders All Risk (BAR) Completed Value Form
Named Insured:	Developer and Contractors performing Construction Work
Additional Named Insured:	Owner
Policy Term:	Commencing on the date of issuance of NTP 2 and ending on the Project Substantial Completion Date. With respect to the existing Owner facilities within the Terminal, commencing on the date of issuance of NTP 2 and ending on the Project Substantial Completion Date.
Policy Limits:	100% of the value of the Construction Work
Sub Limits:	<ul style="list-style-type: none"> ▪ Inland transit \$10 million ▪ Offsite storage \$10 million ▪ Expediting expenses/extra expense \$10 million ▪ Demolition, increased cost of construction including undamaged property \$50 million ▪ Debris Removal \$50 million ▪ Professional fees \$5 million ▪ Existing DEN property - \$50 Million ▪ Delay in Start Up – Not less than 12 months ▪ Mold - \$1,000,000
Coverage Extensions / Conditions:	<ul style="list-style-type: none"> ▪ Soft cost coverage covering increased expense incurred as a result of covered damage ▪ Civil authority or ingress/egress clauses ▪ Blanket waiver of subrogation as required by contract ▪ Design error/faulty workmanship exclusion, except ensuing loss not otherwise excluded is covered (LEG 3/96)

	<ul style="list-style-type: none"> ▪ Cold and hot testing coverage ▪ Policy will respond in priority to Developer's rights to recover under the Agreement ▪ Maintenance Guarantee Coverage ▪ Policy will be primary to owners property insurance ▪ Occupancy permitted without limitation
Insured Perils:	All risk of direct physical loss or damage, including fire, lightning, windstorms, tornado, explosion, collapse, flood, earthquake, sinkhole and certified act of terrorism under TRIPRA 2015.
Insured Property:	All real and personal property in the course of construction (including materials to be incorporated therein) including footings, foundations, and excavations costs, installation, testing and/or commissioning related to the Project.
Deductible/Self-Insured Retention:	Physical damage: Not to exceed \$1,000,000 per occurrence Delay in Start Up: Not more than 90 days
Coinsurance:	Waived
Valuation:	Replacement cost for property damage
Insurer:	Admitted / authorized or eligible surplus lines insurer in State of Colorado; AM Best rated XV or better.
COVERAGE	COMMERCIAL AUTOMOBILE LIABILITY Required during the Term of the Agreement
Form:	ISO Business Automobile Policy or equivalent
Named Insured:	Developer and/or Contractors to maintain individual policies.
Additional Insured:	Owner
Policy Limits:	US \$5 million combined single limit. If driving unescorted on the airside, must have \$10 million combined primary and excess liability coverage. Policy limits may be met through a combination of primary and excess liability coverage, provided that no gap in coverage exists and Excess Liability coverage applies to non-owned auto so that no operated auto has less than US \$5 million.
Deductible / Self-Insured Retention:	Developer / Lead Contractor / Lead O&M Firm: Not to exceed US \$1 million per occurrence.

	Other Contractors: Not to exceed US \$250,000 per occurrence
Additional Terms:	<ul style="list-style-type: none"> • 60 days' notice of cancellation (except 10 days for non-payment of premium) • Indemnified Parties as additional insureds • Waivers of subrogation where required by the Agreement • Interests and protections of each additional insured will not be affected by any misrepresentation, act or omission of a named insured or any breach by a named insured • Endorsement – Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) for any Contractor who will at any time transport Contaminated Materials • Pollution Liability – Broadened Coverage for Covered Autos – Form MCS 90 Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 • Policy will respond in priority to Developer's rights to recover under the Agreement
Insurer:	Admitted/authorized in the State of Colorado; AM Best rating of AX or better
COVERAGE	<p>PROFESSIONAL LIABILITY COVERAGE</p> <p>Required when performing Design Work or other professional services in connection with the Project.</p> <p>Separate Project-specific policies shall be provided by, or Project-dedicated limits within a corporate policy shall be provided for, each of the following: Developer, Lead Designer, and any other required Named Insured (see below) who is not covered by another required Named Insured's compliant policy.</p>
Named Insured:	<ol style="list-style-type: none"> (1) Developer; (2) Lead Designer; and (3) Any other professional/Contractor performing Design Work or rendering professional services in connection to the Project.
Forms:	Claims-Made

Retroactive Date:	Full retroactive coverage to date of first design
Policy Term / Extended Reporting Period:	Commencing on the date of issuance of NTP 1 and ending on the Project Final Acceptance Date, plus a minimum extended reporting period of five (5) years
Policy Limits:	US \$25 million per claim/\$25 million in the aggregate (with a one-time reinstatement of the limit).
Key Coverages:	<ul style="list-style-type: none"> • Includes the Owner's Indemnification Endorsement • No exclusions or limitations for consequential or delay damages or exceeded cost estimate • No exclusion for environmental claims (environmental consultants – may be provided under pollution policy) • Policy will respond in priority to Developer's rights to recover under the Agreement.
Deductible / Self-Insured Retention:	\$1 million maximum
Insurer:	Admitted/authorized or eligible surplus lines insurer in the State of Colorado; AM Best rating of AX or better
COVERAGE	<p>CONTRACTORS POLLUTION LIABILITY</p> <p><i>(Combined Contractors Pollution Liability / Pollution Legal Liability policy is acceptable.)</i></p> <p>Required when performing Construction Work</p>
Form:	Occurrence form preferred/claims-made acceptable
Named Insured:	Developer, Contractors, Owner
Policy Term:	Commencing on the date of issuance of NTP 2 and ending on the Project Final Acceptance Date, plus a minimum extended reporting period of eight (8) years
Project Policy Limit:	US \$25,000,000 minimum specific to the Project only
Deductible / Self-Insured Retention:	Not to exceed US \$1 million per occurrence
Specific Terms and Conditions:	<ul style="list-style-type: none"> ▪ 60 days' notice of cancellation (except 10 days for non-payment of premium) ▪ Coverage must be primary and non-contributing ▪ Project site includes temporary storage yards associated with the Project

	<ul style="list-style-type: none"> ▪ Natural resource damages must be covered ▪ Sediment and silt included in definition of covered pollutants ▪ Coverage includes illicit abandonment at project site ▪ Waiver of subrogation in favor of Owner ▪ Covered Operations – all those performed by or on behalf of the Named Insured ▪ Bodily Injury definition – deemed to include mental anguish, shock, mental injury or illness and medical monitoring costs whether or not accompanied by physical injury or illness by any person or persons ▪ Property Damage definition – deemed to include diminution in value of third party property whether or not accompanied by physical damage ▪ Blanket Contractual – for all written contracts (including third-party-over claims) ▪ Named Insured interest in joint ventures to be included/delete joint venture exclusion ▪ Coverage for transportation (in transit, loading and unloading exposure) to or from a jobsite ▪ Non-owned disposal site coverage – for treatment, storage or disposal facilities which receive hazardous materials from the Project ▪ No exclusions for radioactive matter/naturally occurring radioactive materials ▪ No exclusions for mold, asbestos and lead/lead paint ▪ Coverage for punitive/exemplary damages, civil fines and penalties, where insurable by law ▪ Policy will respond in priority to Developer’s rights to recover under the Agreement
Insurer:	Admitted/authorized or eligible surplus lines insurer in the State of Colorado; AM Best rating of AX or better.
COVERAGE	POLLUTION LEGAL LIABILITY <i>(Combined Contractors Pollution Liability and</i>

	<i>Pollution Legal Liability policy is acceptable.)</i>
Form:	Claims-made
Named Insured:	Developer and Owner
Policy Term:	Commencing on the date of issuance of NTP 2 and ending on the Project Final Acceptance Date, plus a minimum extended reporting period of eight (8) years
Policy Limit:	US \$25 million per claim.
Deductible / Self-Insured Retention:	Not to exceed US \$1 million per occurrence
Insurer:	Admitted/authorized or eligible surplus lines insurer in the State of Colorado; AM Best rating of AX or better
Specific Terms and Conditions:	<ul style="list-style-type: none"> ▪ 60 days' notice of cancellation (except 10 days for non-payment of premium) ▪ Coverage primary ▪ Coverage for third-party claims for bodily injury, property damage and cleanup of unknown pre-existing and new pollution conditions ▪ Coverage must extend to protect Developer and Owner as the result of pollution conditions arising from third party transportation while in the course of utilizing the covered location. Coverage cannot be limited to only accidental upset/overturn or loading/ unloading. ▪ Coverage must also be extended to protect Developer and Owner as the result of pollution conditions resulting from normal maintenance activities associated with operating the Express Lanes. ▪ Natural resource damages must be covered Waiver of subrogation on behalf of Owner ▪ Covered site – Work Site ▪ Bodily Injury definition – deemed to include mental anguish, shock, mental injury or illness whether or not accompanied by physical injury or illness by any person or persons ▪ Property Damage definition – deemed to include diminution in value of third party property whether or not accompanied by physical damage ▪ Coverage for transportation (in transit, loading and

	<p>unloading exposure) to or from a jobsite</p> <ul style="list-style-type: none"> ▪ Non-owned disposal site coverage – for treatment, storage or disposal facilities which receive hazardous materials from the insured ▪ No exclusions for radioactive matter/naturally occurring radioactive materials ▪ No exclusions for third-party claims for bodily injury, defense costs or cleanup of soil or groundwater arising from asbestos and/or lead paint ▪ No exclusion for removal and disposal of unknown buried containers (including drums and tanks) and their contents. ▪ Coverage for punitive/exemplary damages, civil fines and penalties, where insurable by law ▪ Policy will respond in priority to Developer’s rights to recover under the Agreement
COVERAGE	OFF-SITE WORKERS COMPENSATION AND EMPLOYERS LIABILITY
Policy Limits:	Workers’ Compensation: Statutory Employers Liability: \$1M / \$1M / \$1M
Named Insureds:	Developer; Contractors undertaking off-site activities in connection with the Construction Work; all Contractors not eligible for enrollment in OCIP
Policy Term:	Commencing on the date of issuance of NTP 1 and ending on the Project Substantial Completion Date.
Deductible / Self-Insured Retention:	Not to exceed \$250,000 per accident
Insurer:	Admitted / authorized in the State of Colorado; AM Best rating of AX or better
COVERAGE	OFF-SITE COMMERCIAL GENERAL LIABILITY
Named Insured:	Developer; Contractors undertaking off-site activities in connection with the Construction Work; all Contractors not eligible for enrollment in OCIP
Additional Insured:	Owner
Policy Term:	Commencing on the date of issuance of NTP 1 and ending

	on the Project Substantial Completion Date.								
Policy Limits:	<table> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products / Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal / Advertising Injury</td> <td>\$2,000,000</td> </tr> <tr> <td>Each Occurrence Limit</td> <td>\$1,000,000</td> </tr> </table>	General Aggregate	\$2,000,000	Products / Completed Operations Aggregate	\$2,000,000	Personal / Advertising Injury	\$2,000,000	Each Occurrence Limit	\$1,000,000
General Aggregate	\$2,000,000								
Products / Completed Operations Aggregate	\$2,000,000								
Personal / Advertising Injury	\$2,000,000								
Each Occurrence Limit	\$1,000,000								
Deductibles / Self-Insured Retention:	Not to exceed \$250,000 per occurrence								
COVERAGE	CONTRACTOR'S EQUIPMENT								
Named Insured:	Developer and Contractors of every tier must provide Certificate of Insurance evidencing coverage of replacement cost of all owned, leased, or borrowed tools and equipment not intended to become a permanent part of the Project.								
Waiver of Subrogation:	In favor of the Owner and all Contractors enrolled in OCIP.								

2. PROJECT OPERATING PERIOD

(a) OWNER-PROVIDED INSURANCE POLICY

COVERAGE	PROPERTY INSURANCE FOR O&M
	With respect to the O&M Segments only
Form:	All Risk
Named Insured:	Owner
Additional Insured	Developer with respect to the portions of the O&M Segments for which Developer is responsible for maintaining.
Additional Loss Payees:	Lenders with respect to the portions of the O&M Segments for which Developer is responsible for maintaining.
Policy Term:	Commencing on the Project Substantial Completion Date and ending on the Termination Date
Policy Limit:	Replacement value
Sub Limits:	<ul style="list-style-type: none"> ▪ Offsite storage \$10 million ▪ Expediting expenses/extra expense \$10 million ▪ Demolition, increased cost of construction including undamaged property \$25 million

	<ul style="list-style-type: none"> ▪ Debris removal \$25 million ▪ Professional fees \$25,000
Additional Terms:	<ul style="list-style-type: none"> ▪ Civil authority or ingress/egress clauses ▪ Insurance company cancellation 60 days' notice (except 10 days for non-payment of premium) ▪ Design error/faulty workmanship exclusion, except ensuing loss not otherwise excluded is covered (LEG 2/96) ▪ No region-specific exclusions ▪ Policy will respond in priority to Developer's rights to recover under the Agreement (only applicable if policy is required to be procured by Developer pursuant to <u>Section 18.1.1.2</u> of the Agreement) ▪ Non-subrogation against Named Insured and Additional Insured
Insured Perils:	All risk of direct physical loss or damage, including fire, lightning, explosion, collapse, flood, sinkhole, boiler & machinery, certified act of terrorism under TRIPRA 2015 and business interruption.
Insured Property:	All real and personal property of every description
Deductible / Self-Insured Retention:	Physical damage: Not to exceed \$250,000 per occurrence (applicable only to any Developer-provided replacement property policy under <u>Section 18.1.1.2</u> of the Agreement) Business interruption: 24 hours
Coinsurance:	Waived
Valuation:	Replacement cost for property damage Actual loss sustained for time element resulting in loss of Supplemental Payment
Insurer:	Admitted / authorized or eligible surplus lines insurer in the State of Colorado; AM Best rating AX or better.

(b) DEVELOPER-PROVIDED INSURANCE POLICIES

COVERAGE	WORKERS COMPENSATION AND EMPLOYERS LIABILITY
Policy Term:	Commencing on the Project Substantial Completion Date and ending on the Termination Date.
Policy Limits:	Workers' Compensation: Statutory

	Employers Liability: \$1M / \$1M / \$1M								
Named Insureds:	Developer and Contractors performing the O&M Services or Concessions operations.								
Deductible / Self-Insured Retention:	Not to exceed \$250,000 per accident								
Insurer:	Admitted / authorized in the State of Colorado; AM Best rating of AX or better								
COVERAGE	COMMERCIAL GENERAL LIABILITY								
Named Insureds:	Developer and Contractors performing the O&M Services or Concessions operations								
Additional Insured:	Owner								
Policy Term:	Commencing on the Project Substantial Completion Date and ending on the Termination Date.								
Policy Limits:	<table> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products / Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal / Advertising Injury</td> <td>\$2,000,000</td> </tr> <tr> <td>Each Occurrence Limit</td> <td>\$1,000,000</td> </tr> </table>	General Aggregate	\$2,000,000	Products / Completed Operations Aggregate	\$2,000,000	Personal / Advertising Injury	\$2,000,000	Each Occurrence Limit	\$1,000,000
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Products / Completed Operations Aggregate	\$2,000,000								
Personal / Advertising Injury	\$2,000,000								
Each Occurrence Limit	\$1,000,000								
	These limits can be provided through a combination of primary and excess/umbrella policies.								
COVERAGE	EXCESS LIABILITY								
Named Insured:	Developer and Contractors performing the O&M Services or Concessions operations								
Additional Insured:	Owner								
Policy Term:	Commencing on the Project Substantial Completion Date and ending on the Termination Date.								
Policy Limits:	<table> <tr> <td>General Aggregate</td> <td>\$10,000,000</td> </tr> <tr> <td>Products / Completed Operations Aggregate</td> <td>\$10,000,000</td> </tr> <tr> <td>Personal / Advertising Injury</td> <td>\$5,000,000</td> </tr> <tr> <td>Each Occurrence Limit</td> <td>\$5,000,000</td> </tr> </table>	General Aggregate	\$10,000,000	Products / Completed Operations Aggregate	\$10,000,000	Personal / Advertising Injury	\$5,000,000	Each Occurrence Limit	\$5,000,000
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	These limits can be provided through a combination of primary and excess/umbrella policies.								

COVERAGE	COMMERCIAL AUTOMOBILE LIABILITY Required during the Term of the Agreement
Form:	ISO Business Automobile Policy or equivalent
Named Insured:	Developer and/or Contractors to maintain individual policies
Additional Insured:	Owner
Policy Limits:	<p>US \$5 million combined single limit. If driving unescorted on the airside, must have \$10 million combined primary and excess liability coverage.</p> <p>Policy limits may be met through a combination of primary and excess liability coverage, provided that no gap in coverage exists and Excess Liability coverage applies to non-owned auto so that no operated auto has less than US \$5 million.</p>
Deductible / Self-Insured Retention:	<p>Developer / Lead Contractor / Lead O&M Form: Not to exceed US \$1 million per occurrence</p> <p>Other Contractors: Not to exceed US \$250,000 per occurrence</p>
Additional Terms:	<ul style="list-style-type: none"> ▪ 60 days' notice of cancellation (except 10 days for non-payment of premium) ▪ Indemnified Parties as additional insureds ▪ Waivers of subrogation where required by the Agreement ▪ Interests and protections of each additional insured will not be affected by any misrepresentation, act or omission of a named insured or any breach by a named insured ▪ Endorsement – Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) for any Contractor who will at any time transport Contaminated Materials ▪ Pollution Liability – Broadened Coverage for Covered Autos - Form MCS 90 Endorsement for Motor Carrier Policies of Insurance for Public Liability under Section 29 and 30 of the Motor Carrier Act of 1980 ▪ Policy will respond in priority to Developer's rights to recover under the Agreement
Insurer:	Admitted / authorized in the State of Colorado; AM Best rating of AX or better

COVERAGE	CONTRACTORS POLLUTION LIABILITY Required when performing O&M Services
Form:	Occurrence form preferred/claims-made acceptable
Named Insured:	Developer, Contractors, Owner
Policy Term:	Commencing on the Project Substantial Completion Date and ending on the Termination Date
Project Policy Limits:	US \$5,000,000 minimum specific to the Project only
Deductible / Self-Insured Retention:	Not to exceed US \$250,000 per occurrence
Specific Terms and Conditions:	<ul style="list-style-type: none"> ▪ 60 days' notice of cancellation (except 10 days for non-payment of premium) ▪ Coverage must be primary and non-contributing ▪ Project site includes temporary storage yards associated with the Project ▪ Natural resource damages must be covered ▪ Sediment and silt included in definition of covered pollutants ▪ Coverage includes illicit abandonment at project site ▪ Waiver of subrogation in favor of Owner ▪ Covered Operations – all those performed by or on behalf of the Named Insured ▪ Bodily Injury definition – deemed to include mental anguish, shock, mental injury or illness and medical monitoring costs whether or not accompanied by physical injury or illness by any person or persons ▪ Property Damage definition – deemed to include diminution in value of third party property whether or not accompanied by physical damage ▪ Blanket Contractual – for all written contracts (including third-party-over claims) ▪ Named Insured interest in joint ventures to be included/delete joint venture exclusion ▪ Coverage for transportation (in transit, loading and

	<p>unloading exposure) to or from a jobsite</p> <ul style="list-style-type: none"> ▪ Non-owned disposal site coverage – for treatment, storage or disposal facilities which receive hazardous materials from the Project ▪ No exclusions for radioactive matter/naturally occurring radioactive materials ▪ No exclusions for mold, asbestos and lead/lead paint ▪ Coverage for punitive/exemplary damages, civil fines and penalties, where insurable by law ▪ Policy will respond in priority to Developer’s rights to recover under the Agreement
Insurer:	Admitted/authorized or eligible surplus lines insurer in the State of Colorado; AM Best rating of AX or better.

APPENDIX 18-A

OCIP INSURANCE MANUAL

(See attached.)

The Denver Great Hall Project Insurance Manual

Project No.:

Owner: City and County of Denver, Department of Aviation
AKA DEN International Airport

Developer: Denver Great Hall LLC



CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION
8500 Peña Boulevard
Denver, CO 80249

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Section 1

Overview

Welcome to the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, DENVER GREAT HALL OCIP Insurance Program

An OCIP is a program that insures the Project Owner, Developer, all Enrolled Contractors, Enrolled Subcontractors of every tier and other designated parties for Work performed for the Great Hall project at the Denver International Airport. 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 OCIP Program includes Workers' Compensation, Employers Liability, General Liability, and Excess Liability. Builders Risk and Contractors Pollution Liability will be provided by Developer.

Since the CITY AND COUNTY DENVER, DEPARTMENT OF AVIATION will pay insurance premiums for the OCIP coverages described in this manual, you should notify your insurer(s) to delete from your insurance program charges for the onsite activities of this Project that are covered under the OCIP. **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, DEPARTMENT OF AVIATION under the OCIP Program. All subsequent change orders will also exclude these costs. Excluded insurance costs are subject to verification and documentation by the OCIP Administrator.**

Note: PARTICIPATION IS MANDATORY – NOT OPTIONAL

Insurance coverage and limits provided under the OCIP are specific to the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION GREAT HALL PROJECT. 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 OCIP administrator. The manual is designed to identify, define and assign responsibilities for the administration of the OCIP for the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, DENVER GREAT HALL OCIP

What This Manual Does

This Manual:

- Generally describes the OCIP
- Identifies responsibilities of the various parties involved in the Projects
- Provides a basic description of the Great Hall operation
- Describes some audit and administrative procedures
- Provides answers to basic questions about the OCIP
- 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 OCIP coverages
- Provide answers to specific claims questions

Specific questions about the OCIP, 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 OCIP Program. If any conflict exists between this manual and the OCIP insurance policies or Contracts between the Owner and Developer, 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 OCIP
- *Enrollment Instructions and Other Claim Reporting Forms:* Instructions for enrolling into the OCIP via Gallagher’s on-line system, and claims reporting workers’ compensation claims via “INSURER’S” website are provided.

Section
2

Denver Great Hall Project Directory

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

DENVER GREAT HALL ADMINISTRATION - GALLAGHER

<i>OCIP Service Team – Arthur J. Gallagher Risk Management Services, Inc.</i>			
Administrator.....	Heather Lawson	314.800.2205	heather_lawson@ajg.com
Safety/Loss Control.....	Ed Davis	303.889.2552	ed_davis@ajg.com
Safety/Loss Control.....	Terry McIntire	925.407.5451	terry_mcintire@ajg.com
Great Hall Claims.....	Kendall Trump	303.889.2570	kendall_trump@ajg.com

DENVER GREAT HALL MANAGEMENT - GALLAGHER

<i>Arthur J. Gallagher Risk Management Services, Inc.</i>			
Program Executive.....	Karen Graham	303.889.2538	karen_graham@ajg.com
Program Executive.....	Scott Whiteside	510.207.0115	scott_whiteside@ajg.com
Program Manager.....	Priscilla McCoy	303.889.2540	priscilla_mccoy@ajg.com

MANAGEMENT - CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION

<i>DIA Management Team</i>			
Owner Representative / Project Manager.....	Kate Tremblay	303.342.2152	kate.tremblay@flydenver.com
Overall Safety Manager.....	Keith Williams	303.342.2132	keith.williams@flydenver.com
Assigned Project Manager/ Safety & Health.....	Mary Connors	303.342.2135	mary.connors@flydenver.com
Assigned Project Manager/ Safety & Health.....	Ken Roberts	303.342.2638	kenneth.roberts@flydenver.com

Section
3

Definitions

The following is a summary of definitions applicable to the Denver Great Hall Project.

- Approved Site:** Denver Great Hall Project as identified in the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, 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, DEPARTMENT OF AVIATION and the Developer describing the Work, Contract Terms and Conditions, or a portion thereof. Also includes a written agreement between Developer, Contractor and any tier of Subcontractor.

- Contractor:** Any eligible Lead Contractor or Contractors, excluding any Concessionaire and its subcontractors of any tier, performing 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 DEN assigned Project Managers.

- Completed Operations** Completed Operations Coverage is extended through the statute of repose commencing at the earliest of either: 1) completion and/or acceptance of the work by the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, 2) that portion of the Project is put to its intended use by the CITY AND COUNTY OF DENVER,

	DEPARTMENT OF AVIATION.
Developer:	Denver Great Hall LLC, a limited liability company organized under the laws of the State of Delaware
Development Agreement:	That certain Development Agreement, to which this manual is attached as Appendix 18-A, executed by the Policy Owner and Developer, including any and all Appendices and amendments thereto.
Employer:	Any individual, firm, corporation or other entity, which provides direct construction labor, including supervisory labor, for work performed at the Project Site.
Enrolled Parties:	The Contractor and those Subcontractors that have submitted all necessary enrollment information and been accepted into the OCIP as evidenced by the issuance of a Certificate of Insurance.
Lead Contractor:	Ferrovial Agroman West, LLC
Key Contractor:	As defined in the Development Agreement
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 OCIP or has received written confirmation from the Owner or its representative declining acceptance into the OCIP. The OCIP does not insure "Non-Enrolled" Contractors, Subcontractors or Sub-subcontractors.
Ineligible Party:	Parties not covered by the OCIP because of ineligibility. No insurance coverage provided by CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION under the Great Hall Project shall extend to the activities or products of the following: <ul style="list-style-type: none"> (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 (2) Hazardous materials remediation, removal, or transportation companies and their consultants; (3) Any architect, engineer or surveyor or their consultants for

their professional liability.

(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);

(9) Fire Watch personnel;

(10) Any Concessionaires and its Subcontractors at any tier; or

(11) Any other person or entity specifically excluded by the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, 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 OCIP.

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

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

**Named
Insureds:**

CITY AND COUNTY OF DENVER A MUNICIPAL CORPORATION
OF THE STATE OF COLORADO, THROUGH AND ON BEHALF

OF ITS DEPARTMENT OF AVIATION, DENVER GREAT HALL LLC, A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE and each Contractor eligible for enrollment in the OCIP(excluding any Concessionaire and its subcontractors of any tier), but only with respect to liability arising out of the project; and any other party so named in the insurance policies.

Insurer: The insurance companies which provide coverages for the Denver Great Hall OCIP.

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

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

On-Site Activities: Construction activities “at the Project Site.

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

Policy Owner: The CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, AKA DEN INTERNATIONAL AIRPORT

Policy Term: The Policy Term will cover the period of construction through project completion, including the period of statute of repose for Completed Operations.

Project Site: “Project Site” shall mean those areas designated in writing by the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, 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, DEPARTMENT OF AVIATION for Contractors’ use in performance of the Work. Subject to OCIP Insurers written approval, the term “Project Site” shall also include: (1) field office site, (2) property used for bonded storage of material for the Project approved by the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, (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 OCIP, but excluding any permanent locations of Contractor or such covered Subcontractors.

Items 1 through 4 above must be approved by the Insurer and listed on the Denver Great Hall Policy.

Subcontractor: Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor or Developer 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 documents, performed at or emanating directly from the Project Site. Also, the entire completed construction or the various separately identifiable parts required to be furnished under the Contract documents.

Denver Great Hall Insurance Coverages

This section provides a brief description of Denver Great Hall OCIP coverages. The actual policies that control 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, DEPARTMENT OF AVIATION, its' related entities, Developer 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, DEPARTMENT OF AVIATION, 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, and those personnel involved merely in fire watch services, loading, transporting and unloading materials, personnel, parts, equipment or any other items to, from or within the Project Site. Contractors performing jobs that are not eligible for DENVER GREAT HALL coverage, may include but are not limited to those contractors who present an exceptionally hazardous exposure or risk to the jobsite. However, demolition Contractors and Subcontractors engaged in the Denver Great Hall Project are covered under the OCIP.

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 a Named Insured on the policies. Other documentation including forms, posting notices, etc., will be available at the Project Site. Policy copies will be made available upon written request to the OCIP Administrator.

DESCRIPTION OF OCIP COVERAGES

The following sections provide a summary of the policies that the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, has obtained for this Project. The limits shown will be the minimum limits purchased by the Owner.

Workers Compensation and Employers Liability:

A policy will be issued to each Enrolled Contractor and subcontractor.

Part One -Workers' Compensation: Statutory Limit

Part Two -Employer's Liability: Annual Limits Per Insured

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, if applicable
- Designated Project Endorsement
- Waiver of Subrogation
- Alternate Employer Endorsement
- Maritime/Jones Act – If Required
- FELA – If Required

A single policy will be issued for all Enrolled Parties for General Liability.

Commercial General Liability:

(Shared by all insured's)

Limits of Liability

Annual General Aggregate(reinstates annually)	\$4,000,000
Products/Completed Operations Aggregate Repose) – applies on a Per Project Basis	\$4,000,000 ((Statute of
Maximum Products/Completed Operations Aggregate	\$8,000,000
Personal / Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$300,000

Medical Payments (any one person) \$10,000

Occurrence Form with Amendatory Endorsements

- 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 General Liability 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
- Non-Vitiation Clause (carrier form)
- 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 actual terms and conditions are contained in the policy

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

Excess Liability:

Limits of Liability shared by all Insureds

Each Occurrence Limit	\$200,000,000
General/Other Aggregate Limit (reinstates annually)	\$200,000,000
Products/Completed Operations Aggregate Limit	\$200,000,000

- “Pay on behalf” wording with legal defense outside the limits
- Designated Project 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 actual terms and conditions are contained in the policy

Note

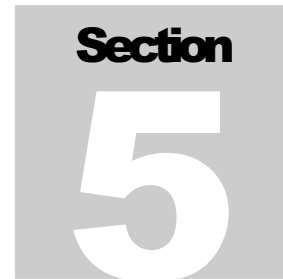
Contractors and Subcontractors of any tier are advised to arrange their own insurance for Contractor-owned or leased equipment and materials not intended for inclusion in the Project. The OCIP will not cover Contractor-owned or leased property.

Contractors Pollution Liability – See Appendix for this Coverage

Builders Risk - See Appendix for this Coverage

OCIP TERMINATION OR MODIFICATION

The CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION reserves the right to terminate or modify the OCIP. If the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION exercises this right, Developer, and 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, DEPARTMENT OF AVIATION may procure alternate coverage or may require the Developer and/or Key Contractor to procure and maintain alternate insurance coverage at the Owner's cost. .



Required Coverage for Contractors and Subcontractors

Contractors and Subcontractors of any tier are required to maintain coverage to protect against losses that occur away from the Project Site or that are otherwise not covered under the OCIP.

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

See Section 8 for example Certificate of Insurance form.

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.

The Developer and Contractors are responsible for verifying and monitoring the adequacy of insurance required to be maintained by Subcontractors and Ineligible parties' with whom the Developer and/or Contractor contracts. The CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION 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 OCIP Administrator.

Prior to mobilization and within 30 days of any renewal, change or replacement of coverage, Developer, Contractors and Subcontractors shall submit to the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION and the OCIP 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 Developer, Contractor and Subcontractors are minimum limits only and are not intended to restrict or limit the liability imposed on the Developer, Contractor and Subcontractors for Work performed under their Contract.

CONTRACTOR AND SUBCONTRACTOR PROVIDED COVERAGES

Automobile Liability and Automobile Physical Damage

All Contractors and Subcontractors shall provide evidence of automotive liability. The OCIP does not cover automotive liability.

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 Denver Great Hall Project Site.

Regarding airside unescorted access, all Prime Contractors and Subcontractors are required to carry Automobile Liability limits of \$10,000,000 per accident / occurrence. Please refer to the insurance requirements in your subcontract agreement for the required limits.

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.

Enrolled Contractors and Subcontractors shall provide evidence of

Workers' Compensation and Employer's Liability

Part One -Workers' Compensation:

Statutory Limit

workers' compensation insurance for off-site activities, including design work.

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

Part Two -Employer's Liability

Annual Limits:

Contractor

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

Commercial General Liability/Umbrella Liability

Ineligible
Contractors and Subcontractors shall provide evidence of general liability insurance applicable to the Project and must name the CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION, the Owner of the Project Site and other parties as additional insured's to the policy

PRIME CONTRACTOR REQUIREMENTS **Limits of Liability**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000

SUBCONTRACTOR REQUIREMENTS* **Limits of Liability**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000

*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.

Aircraft/Aviation Liability

Should 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 contact CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION risk management department to ensure the appropriate Aircraft/Aviation Liability is in place. All limits, coverages, and endorsements will be set and enforced by CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION's risk management department

**THE CITY AND
COUNTY OF
DENVER,
DEPARTMENT
OF AVIATION**
does not provide
professional
liability insurance
for Contractors
or Sub-
contractors.

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

The Developer and 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, DEPARTMENT OF AVIATION, and all enrolled contractors and subs of any tier.

Contractor and Subcontractor Responsibilities

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

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

- Enrolling in the OCIP
- Including OCIP provisions in all subcontracts as appropriate
- Providing timely evidence of off-site insurance to the OCIP Administrator
- Notifying the OCIP Administrator of all subcontracts awarded
- Maintaining and reporting payroll records
- Cooperating with the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, its Broker, the OCIP Administrator's and insurance companies' requests for information
- Complying with insurance, claim and safety procedures
- Notifying the Broker and the OCIP Administrator as required by contract of any insurance cancellation or non-renewal (Contractor- and Subcontractor-required insurance)

CONTRACTOR BIDS

See Section 8 for sample forms that can help identify your insurance costs. See **Section 2** for information on contacting the OCIP Administrator.

Insurance is provided for all , Enrolled Contractors and Enrolled Subcontractors of any tier under the OCIP for Work performed at the Project Site. Contractor bids and Change Orders should exclude insurance costs for these coverages. Section 8 of this Insurance Manual contains information on how to enroll e and submit information to the OCIP Administrator via an on-line system (VUE) to that the Contractor will be required to submit to the OCIP 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, DEPARTMENT OF AVIATION under the OCIP Program. All subsequent change orders will also exclude these costs. Excluded insurance costs are subject to verification and documentation by the OCIP 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

See Section 8 for sample OCIP forms

Each Contractor shall provide details about itself and its subcontractors as necessary to enroll in the OCIP. The CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION **will need all of the information requested to enroll the project, your declaration rate pages and deductible endorsement on the General Liability policy must be completed and submitted to the OCIP Administrator prior to mobilization to obtain coverage under the OCIP.**

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

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

Note: Enrollment is Mandatory - Not Automatic

Enrollment into the OCIP 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 coverages to apply. Access to the Denver Great Hall Project Site will not be permitted until enrollment is complete.

ASSIGNMENT OF RETURN PREMIUMS

The cost of the OCIP insurance coverages will be paid by the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION. The CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION will be the sole recipient of any return premiums or dividends. Developer and Enrolled Contractors and Subcontractors of any tier shall assign to the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION all adjustments, refunds, premium discounts, dividends, credits or any other monies due from the OCIP 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

Developer, Contractor and Subcontractors of any tier must submit **Payroll Reports online via the OCIP 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-site and shall certify all Work performed at or emanating directly from the Project Site.

Note

Each Contractor and Subcontractor must submit payroll through DEN's LCP portal in conjunction with remitting to the OCIP Administrator.

This information will be used to provide the insurance companies with information required to determine the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION's 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 OCIP. You will be required to log-in monthly to the OCIP Administrator'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 OCIP insurance carriers or the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION'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 must login into the OCIP Administrator's website and complete the close out page.

Final Payment will not be released by the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION until all necessary forms have been submitted to the OCIP Administrator.

CLAIMS REPORTING

A claims kit will be provided to all Contractors. It will include details about claim reporting and is

Each Contractor and Subcontractor of any tier shall follow the claims procedures as established by the OCIP 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, DEPARTMENT OF AVIATION's Insurer(s) is called on to adjust or defend. Please refer to **Section 7** of this Manual.

intended for use at the Project Site.

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, DEPARTMENT OF AVIATION 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.

Manual establishing minimum standards for Contractor and Subcontractor of any tier safety programs will be provided to all Contractors and Subcontractors of any tier.

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 site when any Work is in progress. Minimum standards for such programs are outlined in the DEN Safety Program Manual.

OFF-SITE 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, DEPARTMENT OF AVIATION of the need and shall request approval of such location. The request should include the location, address, and description of the Project Site, 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 OCIP Program Manager and/or the OCIP Administrator in writing.

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 OCIP.

CLOSE OUT AND AUDIT PROCEDURES (VIA THE ON-LINE SYSTEM)

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 OCIP 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 Denver Great Hall Project.

CLAIM CONTACTS FOR LIABILITY AND WORKERS' COMPENSATION COVERAGES

The primary Claim contact for the project will be:

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

Backup for Workers Compensation:
 Kendall Woodward
 Claims Service Manager
 Arthur J. Gallagher Risk Management Services, Inc.
 402-829-1029
kendall_woodward@ajg.com

A Claims Reporting

Kit will be provided to all Contractors. It will include details about claim reporting and is intended for use at the Project Site.

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 OCIP Administrator.

The CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION 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 Site.

Enrolled Contractors of any tier must designate a representative called the Contractor Safety Supervisor at the Project Site 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, DEPARTMENT OF AVIATION 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 Site and in the claims packet.

Carrier: "INSURER" 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 OCIP Administrator with acknowledgement of your enrollment into the OCIP. The Claims Kit is available on the OCIP 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, <u>e-mail, fax or by telephone</u> 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 <i>(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; follow the instructions). You will need your policy #; the Insured Name is your Employer Entity Name.</i>
You may report a claim by calling or faxing the Zurich's North American Claims Reporting Care Center

Phone: 1-877-928-4531

Fax: 1-866-691-7068

Any questions, please contact Kendall Trump at Gallagher at 303.889.2570 for assistance.

Carrier: "INSURER" 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 OCIP; however, please note the following restrictions on the E-mail Notice of Loss:

E-mail: [TBD](#)

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 a 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 INSURER office:

TBD

Medical Bill Inquiries

Please call TBD; however, contacting the adjuster assigned is more efficient.

LIABILITY CLAIMS

Accidents at or around the DENVER GREAT HALL PROJECT Site 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 Lead Contractor, CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION 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, DEPARTMENT OF AVIATION, Gallagher and the Insurer representatives in the accident investigation.

BUILDER'S RISK CLAIMS – SEE THE APPENDIX FOR THIS PROVISION

AUTOMOBILE CLAIMS

No coverage is provided for automobile accidents under the OCIP. 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 DENVER GREAT HALL PROJECT Site must be reported to the Lead Contractor, CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, Assigned Project Manager, and Gallagher. These accidents may be investigated with regard to any liability arising out of the DENVER GRET HALL 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 – SEE THE APPENDIX FOR THIS PROVISION

Enrollment Procedures and Requirements – via Administrator’s On-Line System

Lead Contractor

Ferrovial Agroman West, LLC

Project:

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

Note

For assistance, please contact:

Heather Lawson – OCIP Administrator ,
Telephone Number: 800-877-8218 x 2205
Email: heather_lawson@ajg.com

ENROLLMENT PROCEDURES AND REQUIREMENTS

Every denver GREAT HALL PROJECT Participant must complete the denver Great Hall 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. TBD**
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 enrollment provisions in the General Conditions evidencing primary Auto Liability, Workers’ Compensation, and General Liability for Project-Related Operations performed away from the 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 OCIP program. You should keep this certificate as evidence of your participation in the OCIP. 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 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 me:

Heather Lawson

314-800-2205

heather_lawson@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.

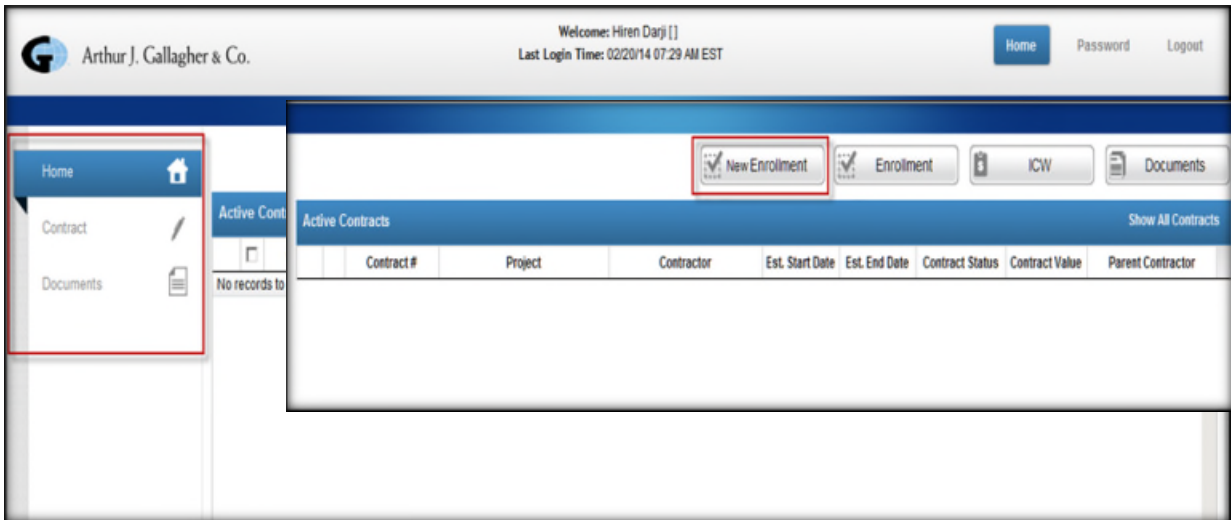


3. Fill in the form with your first name, last name, email ID (email address) and enter the User ID you would like to use. Your User ID can be any User ID you will easily remember, such as your first initial and last name (preferred), your company name, or your email address, and must be unique. Password may contain letters, numbers and symbols. All fields are required.

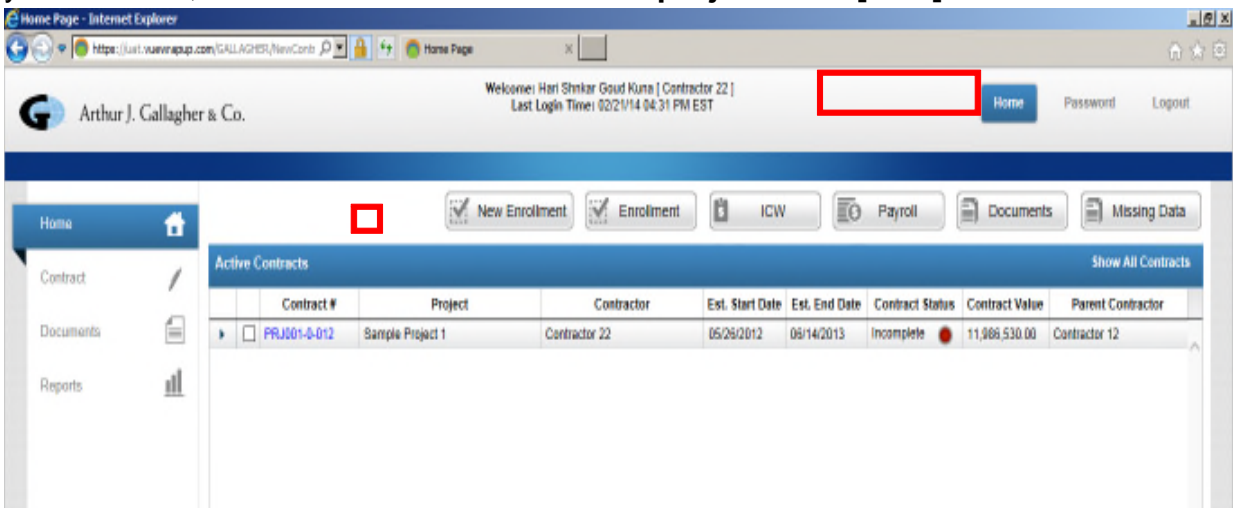
4. When your registration has been

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 [TBD]**



6. You will be brought to the Enrollment Screen.

The screenshot displays the 'Enrollment' screen for Arthur J. Gallagher & Co. The user is logged in as Hiren Dajj. The page shows a navigation menu on the left with 'Contract' selected. The main content area is titled 'Enrollment' and contains a 'Contract Information' section. Fields in this section include Project (North West Stadium), Parent Contractor (South West Inc.), Contractor (Bridgestone Construction LL), FEIN (12-1231231), Est Start Date (02/20/2014), Est End Date (02/20/2015), Contract Value (500,000.00), and Description (Building a New Stadium). Some fields are highlighted in yellow, indicating they are required. The page also features buttons for 'ICW', 'Documents', and 'Sub Contract'.

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.

Contract Information

Project: Sample Project 1

Parent Contractor: [Empty]

Contractor: CTR-1224-13

FEIN: 99-9999904

Est Start Date: 02/05/2013

Est End Date: 06/14/2013

Contract Value: 1,500,000.00

Contract Status: Incomplete

Description: [Empty]

Contract Description is required.

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.”

Address

Address Type: Business Address

Primary:

Street Address1: Sample Street 1

Street Address2: Ste 210

City / State / Zip: Phoenix AZ 85034

Add

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.
- 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.

- 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.
- 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).

- 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.

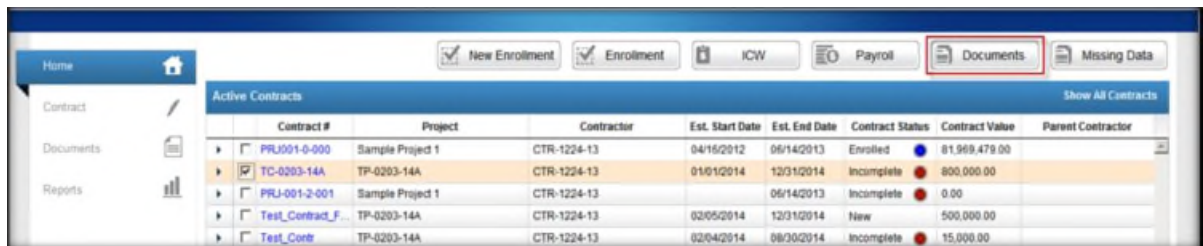
- a. Once this checkbox is checked, Signature (print your name) and Date field will be visible. Please add details for sign and date.
- a. If Verification checkbox is not checked before submitting enrollment, then system will give message as “You have not verified the above information.”
- b. If Signature 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

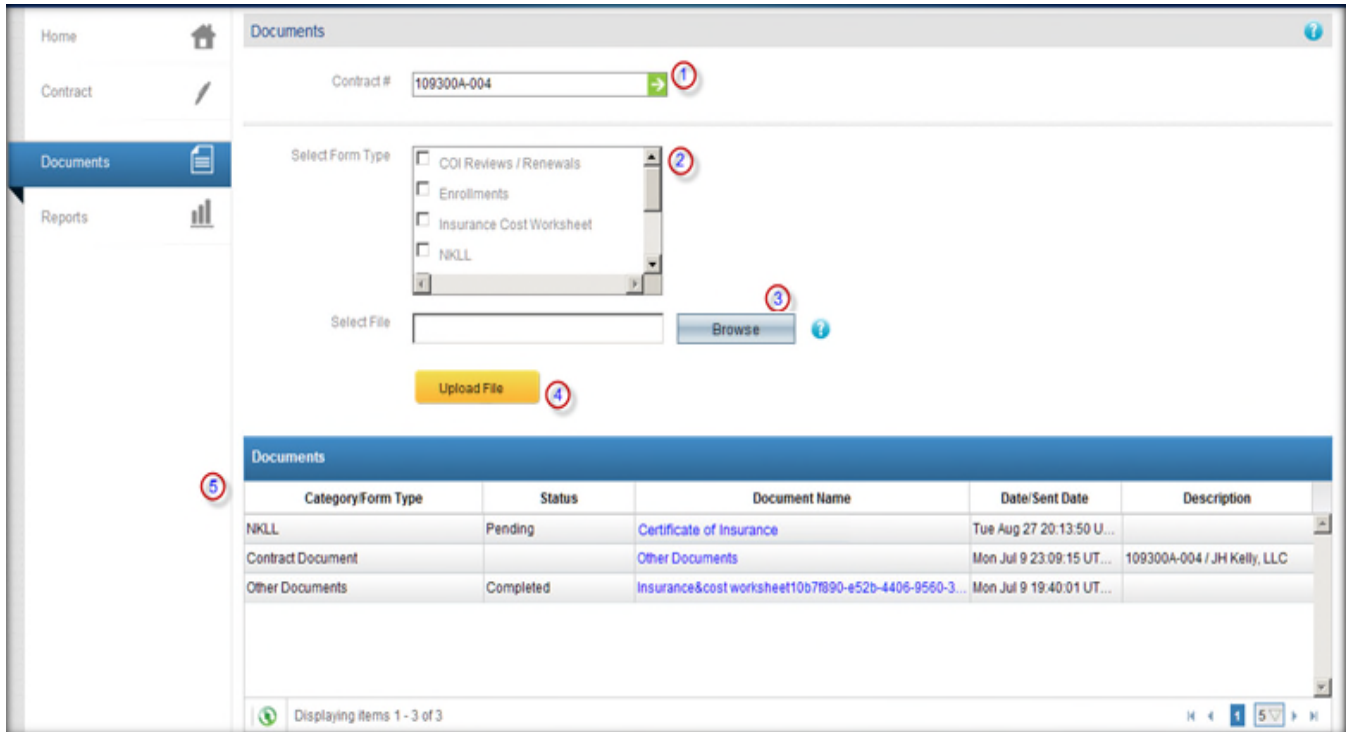
- As part of your enrollment, you will be required to submit the following supporting documentation:
 - WC Rating and Dec pages (Upload per instructions below)
 - Monthly Payrolls (Completed on-line and due on the 5th of every month for the preceding month)
 - Notice of Completion (When your work has been completed)
- From the home screen, you can access the document section in one of the two ways mentioned below.
 - Select the record of Contract # from the list on the Home Screen, and then click on Documents button.
 - Or
 - Click on Documents sub-menu under Contract from the left menu on the screen.
 - Or
 - 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.



Screen 1 – Documents Screen

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.

The screenshot shows a web application interface for adding subcontractors. The page title is "SUBCONTRACT - PROJECT / CONTRACT #". The interface includes a left sidebar with navigation options: Home, Contract, Enrollment, ICW, Payroll, Documents, and Reports. The main content area contains a form with the following fields and values:

- Contract No: [Empty]
- Expected Start Date: 06/01/2013
- Business Name: ABC Contractors Inc
- FEIN: 99-9991235
- Contact Info: First Name: John, Last Name: Smith, Phone: 954-419-2303, Fax: 954-419-2303, Email: jsmith@ecssi.com
- Payroll Contact Info: First Name: John, Last Name: Taylor, Phone: 954-419-2303, Fax: 954-419-2303, Email: jtaylor@ecssi.com

There are "DELETE" and "ADD" buttons in the top right corner. A "Submit" button is located at the bottom center. A checkbox at the bottom left indicates "I have reviewed the information and agree that it is correct".

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

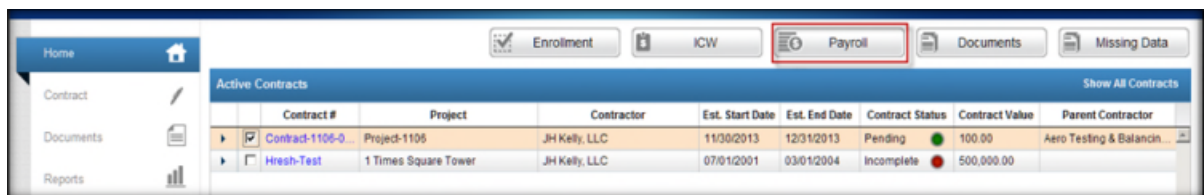
- All enrolled Subcontractors **must** submit an On-Site Payroll Report **every month** from the inception of the contract until work is completed. The Payroll report is due on the **5th of every month** for the preceding month’s work.
- Actual Payroll details can be submitted online through the portal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

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.

Contract # PRJ-001-2-001

Sample Project 1 (PRJ001-0) CTR-1224-13 (99-9999904)

Report Date: 02/21/2014

Start Date: 02/01/2014 End Date: 02/28/2014

Signed By: Joe Title:

Note:

WC Code	Description	Man Hours	Gross Payroll (\$)	Reported Payroll (\$)
<input type="checkbox"/> 0042	Landscapping and Gardening	200	1000	1000

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.

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.

ACORD 25 (2001/08)

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 “INSURER’S Telephone Reporting Worksheet and will be used to file the Workers’ Compensation Claim electronically by Travelers.

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 or 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 moneys 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/illness²; What was the employee doing just before the accident occurred?³; What happened?⁴; What object or substance directly harmed the employee?⁵)

- 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"; or "daily 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."

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WC 8062r (1-06)

Note, the actual fillable PDF is attached as a separate document

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			
CALLER'S PHONE NUMBER / EXTENSION ()	CALLER'S TITLE	CALLER'S NAME	REPORTING STATE CO
SUBCONTRACTOR/SUBSIDIARY NAME	SUBCONTRACTOR'S ADDRESS (STREET, CITY, STATE & ZIP)	SUBCONTRACTOR'S MAILING ADDRESS (STREET, CITY, STATE & ZIP) <input type="checkbox"/> SAME	
DID THE ACCIDENT OCCUR AT THE LOCATION ADDRESS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, ADDRESS WHERE ACCIDENT OCCURRED			
PARENT COMPANY / INSURED'S NAME City and County of Denver, Department of Aviation, Denver Great Hall Project			
LOCATION CODE	POLICY SYMBOL AND NUMBER	NATURE OF BUSINESS	
DATE OF INJURY		TIME OF INJURY	
ACCIDENT DESCRIPTION			

EMPLOYEE INFORMATION		
INJURED EMPLOYEE'S SOCIAL SECURITY NUMBER:	EMPLOYEE'S NAME (FIRST, MI, LAST)	GENDER <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
DATE OF BIRTH	EMPLOYEE'S MAILING ADDRESS	
EMPLOYEE'S HOME PHONE NUMBER ()	EMPLOYEE'S HOME ADDRESS (IF DIFFERENT FROM MAILING)	

EMPLOYEE JOB INFORMATION		
EMPLOYMENT STATUS CODE <input type="checkbox"/> FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> OTHER _____	INJURED WORKER TYPE	REGULAR OCCUPATION
OCCUPATION WHEN INJURED		
EMPLOYEE'S WORK SCHEDULE		
REGULAR WORK HOURS	HOURS/DAY	DAYS/WEEK
EMPLOYEE'S WAGE INFORMATION: \$ _____ / HOUR OR \$ _____ / ANNUAL OR \$ _____ / WEEKLY OVERTIME: \$ _____ ADDITIONAL BENEFITS: \$ _____		
DATE OF HIRE OR LENGTH OF EMPLOYMENT		
SUPERVISOR'S NAME:	SUPERVISOR'S PHONE NUMBER: ()	BEST HOURS TO CONTACT

ACCIDENT INFORMATION		
DATE CLAIM REPORTED TO EMPLOYER?	DID EMPLOYEE LOSE ANY TIME FROM WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO	IS THE EMPLOYEE BACK AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, DATE RETURNED TO WORK?
RETURN TO WORK STATUS <input type="checkbox"/> LIGHT <input type="checkbox"/> MODIFIED <input type="checkbox"/> REGULAR	DATE EMPLOYEE LAST WORKED	WAS INJURY FATAL? IF YES, DATE OF DEATH <input type="checkbox"/> YES <input type="checkbox"/> NO
CAUSE OF ACCIDENT (E.G., SLIP/FALL, LIFTING, CHEMICAL)		
EQUIPMENT, MATERIAL OR SUBSTANCE INVOLVED		
DO YOU QUESTION THE VALIDITY OF THE CLAIM? <input type="checkbox"/> YES <input type="checkbox"/> NO		
WITNESS INFORMATION/OTHERS INVOLVED NAME (FIRST, MI, LAST)	ADDRESS	PHONE NUMBER

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CONTINUED ON REVERSE SIDE

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INJURY INFORMATION

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

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

PRIOR INJURY OR PRE-EXISTING CONDITION(S) (IF YES, DESCRIBE)

YES NO

TREATMENT ("X" 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?

WAS EMPLOYEE TREATED IN AN EMERGENCY ROOM?

YES NO

WAS EMPLOYEE HOSPITALIZED OVERNIGHT AS AN IN-PATIENT?

YES NO

PHYSICIAN —

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

CUSTOMER SPECIFIC INFORMATION

ADDITIONAL COMMENTS & INFORMATION

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**City and County of Denver, Department of Aviation
DENVER GREAT HALL OCIP
GENERAL LIABILITY LOSS REPORT**

DESIGNATED PROJECT:	TBD
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Contractors Email to Kate.Tremblay@flydenver.com and to Kendall_trump@ajg.com within 24 hours of incident. Once complete, DIA 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.

POLICY HOLDER / COMPANY NAME				
Name			Phone Number	
CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, DENVER GREAT HALL LLC, DENVER GREAT HALL OCIP				
Address	Street	City	State	Zip Code
	8500 Pena Boulevard	Denver	CO	80249

TIME AND PLACE OF ACCIDENT				
Date of Accident	Hour	A.M.	P.M.	Location of Accident
Date Notified of Loss				

DESCRIPTION OF ACCIDENT	
Full description and cause of accident (<i>Attach photos, if available</i>)	
Was accident caused by employee of subcontractor?	If "Yes," give employee's name
<input type="checkbox"/> Yes <input type="checkbox"/> 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?			

WITNESSES (VERY IMPORTANT)

Names	Addresses	Street	City	State & Zip Code
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INJURED PERSON AND INJURIES

Name of person injured	Age	<input type="checkbox"/> Married	<input type="checkbox"/> Single
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Address	Street	City	State	Phone Number
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Nature and extent of injuries

Name of doctor or hospital	Address	Street	City	State & Zip Code
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By whom is injured person employed?	Did injured person lose time from work as a result of this injury? <input type="checkbox"/> Yes <input type="checkbox"/> No	Has injured returned to work? <input type="checkbox"/> Yes <input type="checkbox"/> No
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DAMAGE TO PROPERTY OF OTHERS

Names	Addresses	Street	City	State & Zip
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Code	
Kind of property	Phone Number
Where may property be seen?	Estimated cost of repairs
Do you think a claim will be made against you? <input type="checkbox"/> Yes <input type="checkbox"/> No	By whom?

Date of this report

Signed

CITY AND COUNTY OF DENVER

**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 303.342-2151.

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.

Source: L. 71: p. 1207, § 1. C.R.S. 1963: § 130-11-9. L. 79: (1) amended, p. 862, § 2, effective July 1. L. 86: (1),(2)(b), (3), and (5) amended and (6) added, p. 877, § 9, effective July 1. L. 92: (1) amended, p. 1117, § 4, effective July 1.

APPENDIX 18-B

OCIP COST SAVINGS MODEL

Section 1. Calculation and Award of OCIP Shared Savings

OCIP Shared Savings shall be the difference between the Loss Fund Amount and the Developer Losses calculated at Project Substantial Completion.

Section 2. Loss Fund

- (a) Only the Loss Fund Amount is available for the purposes of calculating OCIP Shared Savings.
- (b) If Construction Work value increases over the term of the OCIP, the Loss Fund Amount shall also increase (Loss Fund Amount multiplied by \$1,000 of Construction Work value).
- (c) For the purposes of the OCIP Shared Savings calculation, however, only the amounts the Owner has contributed to the Loss Fund Amount will apply to the calculation, and not maximum losses (unless that amount has been paid by the Owner).

Section 3. Distribution of OCIP Shared Savings

At Project Substantial Completion, if the calculation under Section 1 results in a savings (where the Developer Losses described in Section 1 are less than Loss Fund Amount), the Owner will retain 50% of the OCIP Shared Savings and will pay Developer the remaining 50% within 30 days following receipt of an invoice from Developer for its share of the OCIP Shared Savings.

Section 4. Limitation on OCIP Shared Savings

Developer shall not be entitled to any OCIP Shared Savings if the Developer Losses under the OCIP, with respect to the Owner-Provided Insurance Policies described in Section 1(a) of Appendix 18 of the Agreement, exceed the Loss Fund Amount.